SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 141014-26-0012

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1305M226Q0136	07/10/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	SARAH APPLEMAN		08/10/2026 1430 ED

9. ISSUED BY CODE: EAD-NOS

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

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336611

SIZE STANDARD: 1300

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: NCNM7200

FBNMS
PO BOX 4318
PAGO PAGO AS 96799

16. ADMINISTERED BY CODE:

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	Replacement vessel for Manuma R/V American Samoa NMSAS Product/Service Code: 1925 Delivery: 09/30/2026 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)*	31c. DATE SIGNED
		DOROTHY CURLING	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FOB: Destination				
0002	Trailer to be provided in accordance with the Statement of Work (Option Line Item) Anticipated Exercise Date: 60 Product/Service Code: 1925	1	EA		
0003	Sunshade to be provided in accordance with the Statement of Work (Option Line Item) Anticipated Exercise Date: 60 Product/Service Code: 1925	1	EA		
0004	Suspension Base to be provided in accordance with the Statement of Work (Option Line Item) Anticipated Exercise Date: 60 Product/Service Code: 1925	1	EA		
0005	Shipping to American Samoa to be provided in accordance with the Statement of Work (Option Line Item) Anticipated Exercise Date: 60 Product/Service Code: 1925	1	EA		

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

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

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

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Section F - Deliveries or Performance

NOAA Acquisition Manual 1330-52.215-70 SCHEDULE OF DELIVERABLES (SEPT 2005)

The following is a schedule of all deliverables, including administrative deliverables, required during the period of performance of this contract:

Item	Description	Quantity	Due Date	Deliver To	Reference
Offeror Representations and Certifications	Offerors shall complete required representations and certifications and provide a statement indicating whether they are or are not registered and active in SAM.	1	Upon submission of quotation	Contracting Officer or certify completion in SAM at the following website: https://www.sam.gov/portal/public/SAM/	FAR provision 52.212-3
Warranties	Warranties for the hull and engine	1 hard copy, 1 PDF	Upon delivery of the vessel	COR	SOW Section 8
Drawings	Drawings of hull and major systems	1 hard copy, 1 PDF	Upon delivery of the vessel	COR	SOW Section 8
Manuals	All literature supplied with all OEM components installed	As provided	Upon delivery of the vessel	COR	SOW Section 8
Sea Trials Report	Written sea trials report	1 hard copy, 1 PDF	Upon delivery of the vessel	COR	SOW Section 8
Preliminary Build Schedule	Timeline for construction of the vessel	1 PDF	Upon submission of quotation	Contracting Officer	SOW Section 5
Invoices	Invoices shall be submitted in accordance with commercial best practices upon	See description	See description	Submit via IPP	FAR clause 52.212-4(g); CAR clause 1352.201-72; NAM clauses 1330-

	delivery of the vessel or as otherwise indicated by the Contracting Officer.				52.232-71 and 1330-52.232-72

(End of solicitation and contract language)

Section H - Special Contract Requirements

H.01 NOAA/EAD HARMLESS FROM LIABILITY

The contractor shall hold and save the Government, its' officers, agents and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees or agents.

H.02 NOAA/EAD RELEASE OF INFORMATION

(a) Disclosure of information gained as a result of work performed under this contract shall be accomplished according to NOAA procedures or through NOAA channels. As used in this condition, the term "information" includes raw data, data derived there from, and analysis or interpretations thereof, regardless of form. The term includes data developed or acquired by the contractor during performance of this contract, including analysis of samples provided by the Government and samples or recordings made by the contractor during contract performance.

(b) The contractor hereby agrees not to disclose such information to the public or to unauthorized parties without the prior written approval of the Contracting Officer. This restriction does not apply to releases of information to subcontractors (including consultants) as necessary for successful performance of the contract, provided (1) such information is of no commercial value to the subcontractor, and (2) the subcontractor agrees to be bound by the restrictions in this condition.

(c) News releases pertaining to work under this contract shall not be made at any time without the written authorization of the Contracting Officer. All requests for approval shall be submitted in writing.

(End of term and condition)

H.03 NOAA/EAD: DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of the data and other information provided by NOAA or to which the contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the contractor may have access to confidential data which is the sole property of the NOAA, as well as access to proprietary data which is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the NOAA or otherwise. The contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these conditions without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This condition also applies to any subcontractors and/or consultants used by the contractor.

H.04 NOAA/EAD: CONFIDENTIALITY OF THIRD-PARTY

(a) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the

contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or for any purpose other than performance of this contract.

(b) This data may be in various forms, such as documents, raw photographic films, magnetic tapes, photographic prints, computer printouts, or it may be interpretative results derived from analysis, investigative, or study effort. Regardless of the form of this data, the contractor agrees that neither it nor any of its employees will disclose other contractor business confidential or financial data, or derivatives thereof, to third parties except as may be required in the performance of this contract. Further, the contractor will not copy any of this data, or derivatives thereof, other than as necessary for the performance of this contract.

(c) The contractor will establish policies and procedures to implement the substance of this condition at the individual employee level which will assure that affected employees are made aware of the contract condition and the contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of statutes and regulations applicable to the handling of other contractor business confidential or financial data. In this regard, the contractor's attention is invited to any data concerning personnel or of a personal nature which may be subject to Privacy Act protection and penalties.

(d) This condition does not preclude the contractor and/or its employees from independently acquiring and using business confidential or financial data from legitimate sources outside of this contract, or from performing and using independent analysis of data so acquired, provided that the contractor and/or its employees fully document the source of such data, and the independence of any such analysis.

(e) The contractor will insert the substance of this condition in each subcontract hereunder (other than for purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

(End of term and condition)

Section I - Contract Clauses

RFO 52.202-1 Definitions. (JUN 2020)

RFO 52.203-3 Gratuities. (APR 1984)

RFO 52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

RFO 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

RFO 52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)

RFO 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026)

RFO 52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen calendar days prior to exercise. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 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 fifteen (15) months.

(End of clause)

RFO 52.219-14 Limitations on Subcontracting. (OCT 2022) (Deviation JAN 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate*.]

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

RFO 52.222-54 Employment Eligibility Verification. (JAN 2025) (Deviation JAN 2026)

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

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs;

associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

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

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

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

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

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

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

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

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

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

(End of clause)

RFO 52.223-23 Sustainable Products. (MAY 2024) ((DEVIATION Jan 2026))

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

RFO 52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

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 52.242-13 Bankruptcy. (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

RFO 52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
https://www.acquisition.gov/car
https://sites.google.com/noaa.gov/acquisition-and-grants-office/policy-oversight/noaa-acquisition-manual

(End of clause)

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

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

(b) The use in this solicitation or contract of any CAR (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 1352.201-70 Contracting Officer's Authority. (MAR 2010)

CAR 1352.201-72 Contracting Officer's Representative (COR). (APR 2010)

(a) Kevin Kinvig is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

ONMS Pacific Islands Region - Honolulu, HI

Phone Number: 808-234-7477

E-mail: kevin.kinvig@noaa.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

CAR 1352.208-70 Restrictions on printing and duplicating. (APR 2010)

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

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

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:

At the contractor's facility or the National Marine Sanctuary of American Samoa, Pago Pago, American Samoa, 96799 if Option CLIN 0005 is exercised.

(End of clause)

NOAA Acquisition Manual 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restriction on current NOAA employees regarding contact with offerors regarding prospective employment and the corresponding obligations for contractors who engage them. The contractor further acknowledges that it has provided notice to former NOAA employees who will provide service to NOAA under the contract of post-Government employment restrictions that apply to them. Such restrictions include, but are not limited to, those set forth in:

(a) 41 U.S.C. § 2103 regarding contacts between a Federal employee working on a procurement and an offeror about prospective employment;

(b) 18 U.S.C. § 207 regarding the restrictions on former Federal employees having contact with a Federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a Federal employee or for which the former Federal employee had official responsibility;

(c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former Federal agency on behalf of another person or entity concerning any official matter; and

(d) 41 U.S.C. § 2104 regarding the restrictions on a former Federal employee involved in an acquisition over $10,000,000 from accepting compensation from a contractor.

(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: all supporting documents as required by the Contracting Officer..

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 1330-52.232-72 NOAA TRANSITION TO THE INVOICE PROCESSING PLATFORM ELECTRONIC INVOICING SYSTEM (FEB 2023)

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)). All supporting documents required by the Contracting Officer must be included as attachments to payment requests submitted through the IPP.

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 1330-52.237-72 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)

NOAA Acquisition Manual 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)

_____

(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

2. 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.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. 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

2. Final adjustments under an incentive provision of the contract.

(End of solicitation and contract language)

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Statement of Work	06/12/2026
2	Past Performance Information Form	07/10/2026
2.A	Past Performance Questionnaire	07/10/2026

1 List of Attachments

Attachment 1 - Statement of Work

Attachment 2 - Past Performance Information Form

Attachment 2.A - Past Performance Questionnaire

Section K - Representations, Certifications, and Other Statements of Bidders

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

RFO 52.209-7 Information Regarding Responsibility Matters. (OCT 2018) (Deviation JAN 2026)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

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

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

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

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

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

RFO 52.219-1 Small Business Program Representations. (FEB 2024) (Deviation JAN 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

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

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

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1300.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(c) *Representations*.(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

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

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(6) *HUBZone joint venture eligible under the HUBZone Program*. [*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

RFO 52.225-18 Place of Manufacture. (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(End of provision)

Section L - Instructions,Conditions, and Notices to Bidders

52.212-1 Addendum Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Items

Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Products

This provision has been tailored to this procurement:

All references herein to "offerors" shall be construed as "vendors" and all references to "offers" or "bids" shall be construed as "quotations."

The vendor agrees to hold the prices in its quote firm for 180 calendar days from the date specified for receipt of quotation, unless another time period is specified in an addendum to the solicitation.

The Government intends to issue an award for a base vessel with several optional items subject to the availability of funding and at the Government's discretion. Optional items may be included with the initial award or at a later date via modification. Instructions for submitting offers under this solicitation must be followed. Failure to provide all information may result in the offer being considered non-responsive. Offers that are non-responsive may be excluded from further evaluation and rejected without further notification to the offeror.

(a) General Instructions

(1) The offer must be prepared in two parts: A technical quote and a price quote. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical quote must not contain reference to price; however, adequate information must be contained in the technical quote so that the offeror's technical approach is sufficiently detailed to provide a clear and concise presentation that addresses all contract requirements and demonstrates a clear understanding of the requirements.

(2) The technical quote should be typed, double-spaced, with one-inch margins, using Times New Roman size 12-font or equivalent, and printed, unreduced in size, on 8½" by 11" paper. The technical quote shall be no more than 60 pages, including all tables and graphics but excluding index/appendices and past performance references. Picture submissions shall not exceed 20 pages.

(3) There is no page limitation for the price quote.

(4) The offeror shall submit both portions of the quotation package electronically via email to the Contracting Officer, Dorothy Curling and the Contract Specialist, Sarah Appleman, via email at Dorothy.Curling@noaa.gov and Sarah.Appleman@noaa.gov. Each part shall be clearly marked by title. The acceptance period entered on the quote form by the offeror shall not be less than 180 days, which shall apply if no other period is offered. All questions shall be submitted via email no later than Monday, August 3rd at 2:30 PM Eastern Time.

(5) The individual signing the quote must have the authority to commit the offeror to all of the provisions of the quote, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without discussion if it so elects.

(6) The Government will evaluate quotes in accordance with the provisions set forth in this section and with the evaluation criteria stated below.

(7) The Offerors shall identify and explain any exceptions or deviations taken to any part of the solicitation or conditional assumptions made with respect to the technical requirements of the solicitation. Offerors should note that taking exceptions to the Government's requirements may indicate an unwillingness or inability to perform the contract, and the quote may be evaluated as such.

(b) Technical Quote

Offerors shall submit the following in their technical quote:

(1) Technical capability of the item offered to meet the Government requirement: The quote shall demonstrate the offeror´s organization and plan for successfully providing the Government's requirement including the drawings and other items specified in Section VII of the Performance Work Statement, "Required Submissions with the Technical Quotation." The contractor shall indicate the date (number of days after award), whereby the Government must make a go/no-go decision on each of the Optional Item(s) in order to not delay delivery or incur any additional costs.

(2) Past Performance: The vendor shall demonstrate recent and relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under different contracts or efforts within the past three years prior to the RFQ closing date with at least one year of completed performance that is the same as or similar to, the scope, dollar value, and complexity of the work described by this RFQ.

To demonstrate its past performance, the vendor shall identify up to three of its most relevant contracts within the past three years from the RFQ closing date in Attachment 2 Past Performance Information Form (not included in page count). Vendors shall provide a detailed explanation demonstrating the relevance of the contracts to the requirements of the RFQ in Attachment 2 Past Performance Information Form.

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

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

evaluated. The following minimum information shall be provided in Attachment 2 - Past Performance Information Form (PPIF):
· Contractor Name, Address, and Point of Contact Information
· Unique Entity Identifier (UEI) Number
· Contract Number/Order Number
· Contract Type
· Dollar Value (Annual and Total)
· Date of Contract Award
· Contract and Actual Completion Dates
· Contract Title and Location
· Contract Agency or Commercial Entity and Reference Information
· Description of services performed including work performed and results achieved; description of tthe methodology, tools, and processes utilized in performing the work; number of contractor personnel performing per year; adherence to the contract schedule and cost; and problems encountered and corrective actions taken.
· Complexity of Work (low, moderate, high)
· Relevance to the Contract Requirements of RFQ 1305M226Q0136 including a detailed explanation demonstrating the similarity of the contract in terms of scope, dollar value, and complexity to the requirements of the solicitation for purposes of the relevancy review.
· Specify Prime, Subcontractor, Joint Venture, or Other Agreement
· Percentage of Project Performed and Specific Services
· Prime Contractor's Information (if subcontractor)

If a CPAR is completed within three years, then the vendor shall NOT send the Attachment 2.A Past Performance Questionnaire (PPQ) to those Government and commercial activities. If a CPAR has not been completed, then for every Contract Reference, the vendor shall complete blocks 1-4 of Attachment 2.A PPQ in addition to the requested information above. The vendor is required to send Attachment 2.A, PPQ with a copy of the completed Attachment 2, PPIF (not included in page count) to those Government and commercial activities identified by the vendor in their submission. Upon completion, the Government and commercial activities shall e-mail the completed Attachment 2.A, PPQ directly to Sarah Appleman at Sarah.Appleman@noaa.gov. PPQs shall be completed by Government or commercial activities. **Any PPQs received directly from the vendor as part of their quote will not be evaluated.**

The Government reserves the right to consider past performance information received after the due date of the RFQ and to contact references for verification or additional information. Vendors are cautioned that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. This information may include CPARS reports, the Federal Awardee Performance and Integrity System (FAPIIS), or past performance information from any source.

In addition to the above, the Government may contact other sources to obtain information on the vendor's past performance.

NOTE: If an offeror does not have a history of similar or relevant past performance, or if it is not available, it should be noted as such in the quote.

(c) Price Quote

All price and price supporting information shall be contained in the price submission. No price information shall be included in any other Volume including cover letters. The offeror is responsible for submitting sufficient information to enable the Government to fully evaluate its price submission.
1. Price quotations must adhere to the pricing structure established in the Price Schedule included in the SF1449.
2. The quote must include a price for all Contract Line Items Numbers (CLINs).
3. Point of contact names, telephone numbers, and email addresses, including which individuals are authorized to negotiate, if necessary.
4. Unique Entity Identifier (UEI) Number
5. Acknowledgement of registration in the System for Award Management (SAM) database
6. Certification that Representations and Certifications have been executed by an individual authorized to legally bind the offering firm.

(d) Quotes shall be fully executed and returned on the Standard Form (SF) 1449 and, if applicable, any acknowledgements of solicitation amendments on the SF 30.

1. Quotations shall be submitted electronically to the Contract Specialist, Sarah Appleman, at sarah.appleman@noaa.gov. Electronic/email quotes should be compatible with Microsoft Office Suite or Adobe.

(e) PROHIBITION ON USE OF ARTIFICIAL INTELLIGENCE (AI)

AI-generated content and responses are strictly prohibited for this requirement. Responding firms SHALL include the following verbatim statement on the cover page of the Technical Quote (Volume I):

“By submission of this quotation, the vendor certifies that Artificial Intelligence (AI) was not used to generate the contents, strategies, pricing rationales, or technical responses contained within this Volume or any part of this quotation.”

FAILURE TO INCLUDE THIS EXACT STATEMENT WILL RENDER THE QUOTATION INELIGIBLE FOR FURTHER EVALUATION AND THE VENDOR WILL BE DISQUALIFIED FROM AWARD.

(End of Provision)

RFO 52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation JAN 2026)

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

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

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

provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
https://www.acquisition.gov/car
https://sites.google.com/noaa.gov/acquisition-and-grants-office/policy-oversight/noaa-acquisition-manual

(End of provision)

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

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

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

(End of provision)

Section M - Evaluation Factors for Award

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1 – Technical Capability

The Government will evaluate each Offeror's technical capability by evaluating the proposed vessel design and all required technical drawings and submittals to determine if it meets the Government's specification requirements. The Government will evaluate the design's overall quality, innovation, and the proposed delivery time of the vessel.

Factor 2 – Past Performance

The Past Performance factor assesses the probability of meeting the solicitation requirements based on an Offeror's demonstrated record of recent and relevant quality work performance in meeting contract requirements. The Government may obtain past performance information from various sources known or identified by the Government. The Government may consider past performance information from individual references, or in the aggregate. If an offeror does not have a history of recent or relevant past performance, or if past performance information is not available, the offeror will receive a neutral past performance rating.

Factor 3 – Price

Price quotes must generally adhere to the pricing structure established in the Schedule of Items. The offeror's price quote must be based on the offeror's own technical quote, the Government's performance work statement and other contractual requirements. If the prices to be used are based on a published price list or catalog, the offeror shall so state, and provide a copy of the document with its price quote. If the prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state. In order to determine that offered prices are fair and reasonable, the Government reserves the right to request that the offeror provide cost breakdowns to support proposed prices.

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

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the

Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

RFO 52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUN 1988) (Deviation JAN 2026)

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

Except when it is determined in accordance with RFO 17.202(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 RFO 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).

(End of provision)

RFO 52.233-2 Service of Protest. (SEP 2006) (Deviation JAN 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Dorothy Curling at dorothy.curling@noaa.gov.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(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: Stacy Dohse at stacy.dohse@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 the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW
Washington, D.C. 20230
FAX: (202) 482-5858

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

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

(End of clause)

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