SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 141016-26-0015

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 1305M226Q0243

6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: AARON ATKINS

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

8. OFFER DUE DATE/ LOCAL TIME: 08/26/2026 1400 ED

9. ISSUED BY CODE: EAD-NOS

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

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336612

SIZE STANDARD: 500

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS:

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE: NT200073

FIELD OPERATIONS DIV/N/OPS2
NOS 672 INDEPENDENCE PKWY
CHESAPEAKE VA 23320

16. ADMINISTERED BY CODE: EAD-NOS

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

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

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

18a. PAYMENT WILL BE MADE BY CODE:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Delivery: 183 Days After Award Period of Performance: 09/15/2026 to 03/15/2027 Provide all labor and materials to fabricate Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA:

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR:

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

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

30c. DATE SIGNED:

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: HEATHER L. COLEMAN

31c. DATE SIGNED:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Vessel according to SON and Specifications Sheet.Will include all costs including delivery Product/Service Code: 1925				

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)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

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

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Section A - Solicitation/Contract Form

A NOAA/EAD Solicitation and Contract Language/Terms and Conditions

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.

NOAA/EAD PROHIBITION ON USE OF LOCKING OR SCRAMBLING DEVICES

(a) The contractor certifies that software delivered under this contract does not and will not contain any "software locks" or hidden devices that may be used to disable software or system operations, such as data scrambling mechanisms or "drop dead" devices, whether triggered by signal, by timer, or otherwise.
(b) Nothing in this contract shall be deemed to confer a right of "electronic repossession" to the vendor in the event of a contract dispute or payment delinquency.

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 clause.

(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.

Section H: 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 provisions 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.

Section H: 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 provision 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.

NOTE: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Section E - Inspection and Acceptance

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:

Center for Operational Oceanographic Products and Services
672 Independence Parkway
Chesapeake, VA 23320

(End of clause)

Section F - Deliveries or Performance

RFO 52.247-34 F.o.b. Destination. (JAN 1991)

Section G - Contract Administration Data

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

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

(a) TBD 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:

TBD

Phone Number: TBD

E-mail: TBD

(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 1352.237-74 Progress reports. (APR 2010)

The contractor shall submit, to the Government, a progress report every one month(s) after the effective date of the contract, and every month thereafter during the period of performance. The contractor shall deliver progress reports that summarize the work completed during the performance period, the work forecast for the following period, and state the names, titles and number of hours expended for each of the contractor's professional personnel assigned to the contract, including officials of the contractor. The report shall also include any additional information-including findings and recommendations-that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the contractor's planned phasing of work by reporting period.

(End of clause)

Section H - Special Contract Requirements

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

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

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 52.204-14 Service Contract Reporting Requirements. (OCT 2016) (Deviation JAN 2026)

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

RFO 52.208-9 Contractor Use of Mandatory Sources of Supply or Services. (MAY 2014) (Deviation JAN 2026)

RFO 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation JAN 2026)

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 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)

RFO 52.219-8 Utilization of Small Business Concerns. (JAN 2025) (Deviation JAN 2026)

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-

[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 52.219-28 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 52.219-33 Nonmanufacturer Rule. (SEP 2021) (Deviation JAN 2026)

RFO 52.222-19 Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation JAN 2026)

RFO 52.222-35 Equal Opportunity for Veterans. (JUN 2020) (Deviation JAN 2026)

RFO 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)

RFO 52.222-37 Employment Reports on Veterans. (JUN 2020) (Deviation JAN 2026)

RFO 52.222-50 Combating Trafficking in Persons. (OCT 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 52.223-3 Hazardous Material Identification and Safety Data. (FEB 2021) (Deviation JAN 2026)

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

RFO 52.225-1 Buy American-Supplies (OCT 2022) (Deviation JAN 2026)

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

RFO 52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at *www.irs.gov/w14*. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as

the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ]is [ ]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions*.

(End of provision)

RFO 52.232-1 Payments. (APR 1984)

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

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

RFO 52.233-1 Disputes. (MAY 2014) (Deviation JAN 2026)

RFO 52.233-3 Protest after Award. (AUG 1996) (Deviation JAN 2026)

RFO 52.242-13 Bankruptcy. (JUL 1995)

RFO 52.243-1 Changes-Fixed-Price. (AUG 1987) (Deviation JUN 2025)

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
https://www.acquisition.gov/car

(End of clause)

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

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

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

(End of clause)

RFO 52.253-1 Computer Generated Forms. (JAN 1991) (Deviation JAN 2026)

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 1330-52.208-70 SUBCONTRACTING WITH ABILITYONE NONPROFIT ORGANIZATIONS (DECEMBER 2022)

NOAA recognizes and appreciates the value and talent that people with disabilities bring to our workplaces. The Committee for Purchase From People Who Are Blind or Severely Disabled (AbilityOne Program) is one of the United States' largest sources of employment for people who are blind or have significant disabilities, employing more than 40,000 individuals, including approximately 2,500 veterans. Approximately 450 nonprofit organizations employ these individuals who provide quality products and services to the Federal Government totaling nearly $4 billion each year. Contracting with AbilityOne nonprofit organizations provides veterans and individuals who are blind or have significant disabilities more opportunities to work, lead independent lives, serve in their communities, and contribute to the strength of our Nation's economy.

This contract action is identified as including opportunities for subcontracting. The statutory obligation for Government agencies to satisfy their requirements for supplies or services available from the AbilityOne Program also applies when contractors purchase the supplies or services for Government use. For this contract action (contracting officer select one):

[Contracting Officer Select One] A subcontracting plan is required. The contractor shall include AbilityOne as a separate goal on the subcontracting plan. This line must be reported in the Electronic Subcontracting Reporting System (eSRS) under Large Business. AbilityOne will give Other Than Small Business credit on subcontracting plans.

X A subcontracting plan is not required. The contractor should consider subcontracting with AbilityOne nonprofit organizations to the maximum extent practicable and allowable consistent with other statutory and regulatory requirements applicable to the acquisition.

To engage with an AbilityOne Contractor (Non-Profit Agency) for subcontracting opportunities, the prime contractor should include the following information in an email to primecontractor@abilityone.org:

a) Solicitation number

b) Copy of the performance work statement or scope of work

c) Identification of work that will be set aside for AbilityOne

d) Estimated annual value of work for AbilityOne

e) Prime contractor point of contact email address, phone number, name, and title

(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 1330-52.243-70 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
A	02 Att A SON F	08/12/2026
B	02 Att B Price Schedule F	08/12/2026

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

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 52.219-1 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 336612.

(2) The small business size standard is 1,000 employees.

(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

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 52.212-1 is hereby incorporated by reference.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NOV 2021) ADDENDUM

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 “quote.” The text of paragraph “f” is hereby deleted, and the paragraph is annotated as “Reserved.” Paragraph “c” is amended as follows: “The vendor agrees to hold the prices in its quote firm for 120 calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.”

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard(s) for this acquisition appear elsewhere (Block 10 on SF1449) in the solicitation.

(b) Submission of quotes

Vendors shall submit their quote in two volumes as detailed below.

Volume I: Business Solution
Volume II: Price

All questions shall be submitted via email no later than **August 17, 2026 at 11:00 AM EST** to Aaron Atkins at Aaron.Atkins@noaa.gov with a copy to Heather Coleman at heather.l.coleman@noaa.gov.

Quotes in response to this Solicitation must be submitted electronically by **August 26, 2026 at 2:00 PM EST** via email to Aaron Atkins at Aaron.Atkins@noaa.gov with a copy to Heather Coleman at heather.l.coleman@noaa.gov. All quotes **MUST** be submitted to the email addresses referenced herein only. The volumes shall be submitted in two separate files in the same email.

It is the vendor’s sole responsibility to ensure that any quote, to include any other email correspondence, transmitted to the specified Government representatives is received prior to the due date specified herein. The quoters are highly encourages to contact the RFQ’s specified Government representatives prior to the RFQ’s date for receipt of quotes to ensure the Government receipt of the transmitted quote and to ensure quote eligibility. Quotes received after the date and time specified in the RFQ may render it ineligible for consideration or evaluation.

Electronic copies shall include all information required for evaluation, excluding any reference to price. The Non-Price Volume I, Factor I “Technical Approach” submission shall be no more than 10 pages. A

cover sheet, table of contents, and list of acronyms will not be included in the page count. Pages submitted above this page count will not be read or considered part of the evaluation. A “page” is defined as a typed page of the quotations, i.e., one sheet of paper with typing on one side. Each page shall be separately numbered. Font type shall be Times New Roman size 12 point. Lines shall, at a minimum, be selected as single-spaced Normal character spacing. No substitutions of font type will be allowed, except as expressly identified herein. No reduction of font size will be allowed in the quote. Graphics (including tables) in the quote shall use size 12-point Times New Roman font. Costly, complex presentations are neither required nor desired. No columnar or newspaper style grid (columns) pages will be allowed.

Objections/exceptions to any of the terms and conditions of the solicitation will constitute a deficiency, which will make the quote unacceptable.

Vendors shall assume that the Government has no prior knowledge of them and that it will base its evaluation on the information presented in the Business Solution; as such, Business Solutions must be fully self-sufficient and provide all necessary information for a comprehensive evaluation.

To be acceptable, the quote must meet all of the requirements of the RFQ. Failure to follow instructions regarding the format and content of the quote may result in the quote not being considered for award. Quotes which merely offer to perform in accordance with the requirements, merely state that specifications are understood and will be complied with, or use phrases such as "standard industry practices will be employed,” or "well established techniques will be employed,” etc., may be considered unacceptable.

The following material shall be submitted for each quote:

VOLUME I – NON-PRICE BUSINESS SOLUTION

The vendor shall provide a breakdown of technical specifications demonstrating specifications that meets or exceeds those listed in Sections 3 through 16 of the Statement of Need (Attachment A).

VOLUME II– PRICE QUOTE

The pricing information shall be completed in accordance with the following:

(a) The price quote shall be submitted separately from the Non-Price Factor using the Pricing Schedule (Attachment B). Price for each item shall not be rounded, and shall be extended two digits after the decimal points. Attachment B shall be submitted in Excel format without password protection.

(b) Pricing shall be complete and address pricing for all items in the Price Schedule (Attachment B)

(c) If the prices to be used are based on a published price list or catalog, the vendor shall so state, and provide a copy of the document with its price quote. If prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed Purchase Order, the vendor shall so state.

(d) The price quote shall confirm whether the supplies and parts are manufactured in the U.S. in accordance with RFO Provision 52.225-18, Place of Manufacture and RFO 52.225-1, Buy American-Supplies, or otherwise indicate where the supplies and parts are manufactured.

(e) The vendor shall complete all fill-in clauses and provisions.

(f) The vendor shall include the completed SF1449 and acknowledgement of any solicitation amendments.

The price submission is not page limited, but is strictly limited to price information.

RFO 52.216-1 Type of Contract. (APR 1984) (Deviation JUL 2026)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(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 identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(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)

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 https://www.acquisition.gov/car

(End of provision)

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

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

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

(End of provision)

CAR 1352.233-70 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:
Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
ATTN: Heather Coleman, Contracting Officer
200 Granby Street, Suite 815
Norfolk, VA 23510

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
ATTN: Stacy F. Dohse, Contracting Officer
Stacy.dohse@noaa.gov
200 Granby Street, Suite 815
Norfolk, VA 23510

(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)

Section M - Evaluation Factors for Award

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

This provision has been tailored to this procurement.

The Government reserves the right to cancel this solicitation, including in the event funding is not available or approved. The Government will not compensate any respondent for any costs that it incurs in the preparation or submission of its quote. All quotes shall remain with the Government and will not be returned.

The Government will award on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors unless the contracting officer is aware of past performance information related to the low-price quote which indicates that quote may not represent best value. In that case, the Government reserves the right to consider the past performance of other quotes, conduct a price and past performance tradeoff, and award to other than the lowest price quote.

Innovative Procurement Techniques
This solicitation encompasses several innovative procurement techniques. To increase transparency of them with industry, they are listed below. Further, the Periodic Table of Acquisition Innovations (PTAI), https://www.fai.gov/periodic-table, includes a full tile sharing the description, problems solved, benefits of use, small business benefit, and real sample Documents.

Select Best-Suited, Then Negotiate

AI Content: Firms that fail to provide a clear statement on the cover page of their submission that AI was not used to generate the contents or response will be ineligible for evaluation and award.

VOLUME I – NON-PRICE FACTOR

The vendor will be evaluated on an Acceptable/Unacceptable basis of meeting or exceeding the list of specification as listed in Sections 3 through 16 of the Statement of Need (SON) (Attachment A).

VOLUME II – PRICE QUOTE

The price quote must be based on the vendor's own technical quote, the Government's specifications, and other contractual requirements as provided in the SON. The total overall price will be evaluated taking into account the total price for all required items. Prices will be evaluated on price reasonableness. The price evaluation will determine whether quoted prices are fair and reasonable and the Government reserves the right to request that the vendor provide price breakdowns to support proposed prices.

The Government may evaluate any and all information submitted by the vendor to support the price reasonableness of prices quoted. The method of evaluation used by the Contracting Officer is solely within the discretion of the Contracting Officer.

In addition, in order to assess the responsibility of the vendor in accordance with RFO 9.104, the Government will review the vendor's records found in the System for Award Management (SAM) and the Federal Awardee Performance and Integrity Information System (FAPIIS) to determine if vendors have a satisfactory record of integrity and business ethics.

(End of provision)