SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
1305M326Q0274

6. SOLICITATION ISSUE DATE
06/26/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
HILLARY WHITEHURST

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME
07/07/2026 0900 ET

9. ISSUED BY CODE WAD-NMFS-B

WAD-NMFS-Boulder
325 BROADWAY, SOU6
BOULDER CO 80305

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100.00 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561421

SIZE STANDARD: $19

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

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	Period of Performance: 07/27/2026 to 07/26/2027 AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 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 [x] 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)*
HILLARY E. WHITEHURST

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Monthly Invoice Amount: Provided at time of award 2,000 minutes per month Anticipated Award Type: Firm-fixed-price				
0002	SURGE SUPPORT: AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS 200 ADDITIONAL MINUTES PER MONTH CLIN CEILING AMOUNT: $1,800.00 Anticipated Award Type: Time-and-materials				
1001	AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS Monthly Invoice Amount: Provided at time of award 2,000 minutes per month Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 07/27/2027 to 07/26/2028				
1002	SURGE SUPPORT: AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS 200 ADDITIONAL MINUTES PER MONTH CLIN CEILING AMOUNT: $1,854.00 Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anticipated Award Type: Time-and-materials (Option Line Item) Period of Performance: 07/27/2027 to 07/26/2028				
2001	AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS Monthly Invoice Amount: Provided at time of award 2,000 minutes per month Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 07/27/2028 to 07/26/2029				
2002	SURGE SUPPORT: AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS 200 ADDITIONAL MINUTES PER MONTH CLIN CEILING AMOUNT: $1,909.62 Anticipated Award Type: Time-and-materials (Option Line Item) Period of Performance: 07/27/2028 to 07/26/2029				
3001	AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS Monthly Invoice Amount: Provided at time of award 2,000 minutes per month Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 07/27/2029 to 07/26/2030				
3002	SURGE SUPPORT: AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS 200 ADDITIONAL MINUTES PER MONTH CLIN CEILING AMOUNT: $1,966.91 Anticipated Award Type: Time-and-materials (Option Line Item)				

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 07/27/2029 to 07/26/2030				
4001	AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS Monthly Invoice Amount: Provided at time of award 2,000 minutes per month Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 07/27/2030 to 07/27/2031				
4002	SURGE SUPPORT: AFTER HOURS SUPPORT FOR PRE-TRIP NOTIFICATION SYSTEM IN ACCORDANCE WITH ATTACHMENT 1 PWS 200 ADDITIONAL MINUTES PER MONTH CLIN CEILING AMOUNT: $2,025.92 Anticipated Award Type: Time-and-materials (Option Line Item) Period of Performance: 07/27/2030 to 07/27/2031				

Section 2 - Combined Synopsis/Solicitation 6
Section 4 - Contract Terms and Conditions 7
Section 5 - Other Contract Terms and Conditions 29
RFQ Provisions.....29
Section 6 - Instructions to Offerors 30
Section 7 - Evaluation 33

Section 2 - Combined Synopsis/Solicitation

Combined Synopsis/Solicitation Combined Synopsis/Solicitation

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

Solicitation number 1305M325Q0274 is issued as a Request for Quotation (RFQ) for after-hours support services for the Pre-Trip Notification System (PTNS) in support of NOAA Fisheries Northeast Fisheries Science Center.

This acquisition *is* set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

Deliverable	Due Date/First Instance Due	Recurring

Section 4 - Contract Terms and Conditions

Clause Database	Clause Number	Clause Title	Item List
CAR	1352.201-70	Contracting Officer's Authority. (MAR 2010)	
CAR	1352.209-72	Restrictions against disclosure. (APR 2010)	
CAR	1352.209-73	Compliance with the laws. (APR 2010)	
CAR	1352.233-71	GAO and Court of Federal Claims protests. (APR 2010)	
CAR	1352.237-71	Security processing requirements-low risk contracts (APR 2010)	
RFO	52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)	
RFO	52.204-13	System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)	
RFO	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)	
RFO	52.209-6	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	52.222-3	Convict Labor. (JUN 2003) (Not for DOC Use)	
RFO	52.222-19	Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation JAN 2026)	
RFO	52.222-41	Service Contract Labor Standards. (AUG 2018) (Not for DOC Use)	
RFO	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018) (Not for DOC Use)	
RFO	52.222-50	Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)	
RFO	52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022) (Not for DOC Use)	
RFO	52.222-90	Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))	
RFO	52.224-3	Privacy Training. (JAN 2017)	
RFO	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)	
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	52.244-6	Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)	

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026) - Alternate I (NOV 2021) (Deviation JAN 2026)

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means-

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: None; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish

all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. None

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or

contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: None

(*2*) *Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: $0.00

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined

in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work

terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

RFO 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days prior to expiration. Inclusion of FAR clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government as outlined at FAR 37.111, Extension of Services. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise..

(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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 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 5 years.

(End of clause)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee class Monetary wage - Fringe benefits

GS 5 - GS 7

(End of clause)

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

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

(End of clause)

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

(a) Provided at time of award 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:

Provided at time of award

Phone Number: [ ]

E-mail: [ ]

(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 1352.216-77 Ceiling price. (APR 2010)

The ceiling price of this contract is $Provided at time of award (applicable to T&M CLINs). The contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the contractor's own risk.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: **Hillary Whitehurst at hillary.whitehurst@noaa.gov**

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: **Branch Chief Matthew Cogossi at matthew.cogossi@noaa.gov**

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

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

(End of clause)

CAR 1352.237-74 Progress reports. (APR 2010)

The contractor shall submit, to the Government, a progress report every [insert time period] 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)

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:

NORTHEAST FISHERIES SCIENCE CENTER
166 Water St
Woods Hole MA 02543

(End of clause)

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

(a) The base period of performance of this contract is from July 27, 2026 through July 26, 2027. If an option is exercised, the period of performance shall be extended through the end of that option period.

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

Option Year 1: July 27, 2027 to July 26, 2028
Option Year 2: July 27, 2028 to July 26, 2029
Option Year 3: July 27, 2029 to July 26, 2030
Option Year 4: July 27, 2030 to July 26, 2031

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

(End of clause)

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

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

(a) Definitions.

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

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

Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome

sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

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

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

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

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

(b) Requirements.

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

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

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

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

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

6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial

in-processing and on an annual basis thereafter. The initial training shall be completed within [ ] business days (30 unless a different number is inserted) of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

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

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

● Text: (202) 335-0265

(d) Confidentiality.

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

(e) Remedies.

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

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

2. Requiring the contractor to terminate a subcontract;

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

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

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.232-70 NOAA LIMITATION OF FUNDS ON TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAY 2015)

It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price of Provided at time of award (applicable to T&M CLINs only). Funds in the amount of Provided at time of award (applicable to T&M CLINs only) are hereby allotted. The balance of this contract’s estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling amount specified in the contract. The contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

(b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the contracting officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85% of the total funded amount so far allotted to the contract by the Government. The notice shall state the additional funds required to continue performance for the period specified in the Schedule.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this solicitation and contract language –

1. The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

2. The contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the contracting officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(e) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(f) Nothing in this language shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(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: Monthly Progress Report.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

(a) A contractor employee shall be identified both by the individual's name and the contractor's name when:

● Included in NOAA's locator, and

● When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.

(c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

(a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.

2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

(d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

(End of solicitation and contract language)

Section 5 - Other Contract Terms and Conditions

RFQ Provisions

RFQ Provisions

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

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:

See addendum

(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)

Section 6 - Instructions to Offerors

This RFQ is reserved for small businesses under NAICS 561421. This RFQ and resultant purchase order is subject to SCLS; therefore, a wage determination will be incorporated into the resultant award. The quoter shall provide the place of performance and zip code as part of its submission.

Quotes in response to this RFQ shall be submitted by 09:00 AM ET on July 7, 2026 and submitted electronically via email to Contracting Officer, Hillary Whitehurst at hillary.whitehurst@noaa.gov. Quoters shall reference the RFQ number in the subject line.

Questions related to this RFQ shall be submitted by 2:00 PM ET on June 30, 2026. Answers will be provided via email or as an Amendment to the RFQ.

It is the quoter's responsibility to ensure that any submissions are received prior to the solicitation due date. Quoters are encouraged to contact the specified Government representative(s) prior to the due date to ensure the Government receipt.

It is the quoter's responsibility to bring to the Government's attention any perceived ambiguities, discrepancies, or inconsistencies within the RFQ package (e.g. this document, attachments, and any document incorporated by reference). The quote shall be Adobe PDF or Microsoft Office Format, using 8.5 by 11-inch pages and no smaller than Calibri (or other standard font) size 11 font. Text used in tables, graphics, and other illustrations shall be no smaller than Calibri (or other standard font) size 8 font. Table of contents and list of tables/figures do not count toward each factor's page count. Each factor has an associated page limit. If the page limit is exceeded for an evaluation factor, the excess pages will not be reviewed nor evaluated.

QUOTE CONTENT

The quote shall be submitted in three (3) separate files/volumes, as follows:

VOLUME 1 - Business Volume

1) Quote and quoter identifying information including:

a) Solicitation number and project title
b) Points of contact, authorized signers and people able to make changes to the quote
c) Business size per NAICS 541620
d) Any teaming arrangements– JV, partnering, etc. UEI, business name, and address

2) Forms & amendment acknowledgements

a) Completed SF1449 pg1. (Blocks 19 – 24 do not need to be completed; this pricing information should be addressed in the pricing schedule as part of Volume 3.)
b) Acknowledgement of amendments and Q&A responses (if not incorporated via amendment)

3) Quoter Representations & Certifications. Please include completed versions of all representations and certifications included in this solicitation. It is acceptable to include only the clause paragraphs with the fill ins, rather than the full text of each clause. If doing so, please ensure the clause and paragraph numbers are clearly identified. For other representations and certifications, an up-to-date SAM.gov is

sufficient.

4) Clarifications or assumptions regarding tasks in the Performance Work Statement (PWS) necessary to complete the work as-proposed in the quoter's submission. Quoters are strongly encouraged to minimize the number of clarifications or assumptions by having them addressed during the Q&A period of the solicitation process. The Government is under no obligation to accept or negotiate additional clarifications or assumptions in the quote. Clarifications or assumptions that require significant changes to the PWS or task order terms may render the quote ineligible for award.

VOLUME 2 - Technical Quote:
The technical quote should include sufficient details to demonstrate that the quoter understands the requirement described in the PWS and provide a project-specific solution to accomplishing those tasks; quotes that merely offer to perform in accordance with the requirements of the PWS, state that requirements are understood and will be complied with, paraphrase the PWS or parts thereof, or use phrases such as "standard industry practices will be employed" and "well established techniques will be employed," etc., may be considered unacceptable responses. The technical quote shall exclude price.

If the quoter proposes use of Generative Artificial Intelligence (GenAI) or automated machine learning tools to perform tasks or generate deliverables (including but not limited to reports, analyses, data visualizations, or code) under this requirement, the quoter must provide written disclosure at the time of submission. However, for evaluation purposes, use of GenAI will not be favorably or not favorably rated.

<u>Factor 1: Corporate Experience (Page Limit: 6 pages)</u>

The quoter shall describe the overall corporate experience on work that is similar in scope and size of this requirement. Subcontractor experience may be included but should be clearly identified as such. The quoter shall provide up to three (3) examples within the last five (5) years of the quote submission due date.

Each example shall include the following:

a) Project title, contract number, dollar value, location, period of performance, and contract type

b) Narrative summary of the project

c) Identification of the similarity in scope and size to this PWS

d) Nature of firm's responsibility (prime or subcontractor) and percentage of the work directly performed as the prime contractor Corporate experience references are not required or desired.

Any references submitted will not be contacted or evaluated.

Preferred corporate experience is beyond basic call answering and message logging due to these services being highly specialized.

<u>Factor 2: Technical Approach (Page Limit: 6 pages)</u>

The quoter shall describe a technical approach and project that clearly demonstrates the quoter's strategy for accomplishing the work described in the PWS. Quoters shall also provide the following:

a) Quoter's planned approach to familiarizing themselves and staff with the PTNS.
b) Quoter's staff training for this requirement
c) Quoter's planned approach to communicate with NOAA Fisheries FMRD staff

Factor 3: Past Performance (no page limitation)
The quoter shall provide project past performance information for the three (3) corporate experience examples submitted in Factor 1 by submitting a CPAR . If the example reference has a finalized CPAR, the quoter shall submit the most recent
finalized CPAR for that example. “Finalized” means adjudicated by both the Government and contractor. Interim CPARs are acceptable.

Quoters 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 or past performance information from any source. Quoters lacking relevant past performance history, or for whom past performance information is either not available or has not been submitted to the Government, will receive a neutral rating for past performance.

VOLUME 3 - Price Quote:

The quoter shall complete Attachment 2 Pricing Schedule. The quoter shall complete it in its entirety. The quoted pricing will be incorporated into the award. The Attachment 2 Pricing Schedule shall be submitted in Excel format, without password protection or as read-only. All formulas, lookup tables, and links should be intact, and no links shall exist to files not included with the submission. Spreadsheets shall not contain hidden worksheets. Adobe PDF or flat files will not be considered adequate.

Section 7 - Evaluation

Evaluation of Quoters Addendum to RFO 52.212-2

The Government intends to award a hybrid Firm-Fixed-Price and Time-and-Materials purchase order as a result from this solicitation in accordance with RFO Part 12. The Government intends to evaluate quotes and award a purchase order based on initial quotes. Therefore, the quoter's initial quote should contain the quoter's best terms from a non-price and price standpoint. The Government reserves the right to award a purchase order to other than the lowest priced quoter, award a purchase order without exchanges, or award a purchase order after exchanges, whichever is in the best interest of the Government. The evaluation will consider the non-price significantly more important than price. The Government will not make an award at a significantly higher overall price to achieve only slightly superior performance capability. As non-price factors approach equality, price, as an evaluation factor, becomes increasingly more important and may be the determining factor for award.

The Government reserves the right not to award a purchase order depending on the quality of the quote(s) submitted. Furthermore, the Government may waive informalities and minor irregularities or omissions in quotes received. Once the Government determines the quoter that is the best suited (i.e., the apparent successful quoter), the Government reserves the right to communicate with only that quoter to address any remaining issues, if necessary, and finalize a purchase order with that quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best suited quoter based on the original analysis and address any remaining issues.

VOLUME 1 - Business Volume:

The business volume will be reviewed for completeness and compliance, but will not be assigned a rating. Volume 1 quotes that are incomplete or contain significant errors may be determined ineligible for award.

VOLUME 2 - Technical Quote:

Factor 1 - Corporate Experience

The Government will evaluate the corporate experience to determine its confidence in the quoter's likelihood of successful performance based on the examples provided.

Rating	Description
High Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has high confidence that the quoter will successfully perform the required effort.
Some Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has some confidence that the quoter will successfully perform the required effort.
Low Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has low confidence that the quoter will successfully perform the required effort.

Factor 2 - Technical Approach

The Government will evaluate the technical approach to assess the Government's level of confidence of the quoter's understanding of, approach to, and ability to successfully perform the requirements.

Rating	Description
High Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has high confidence that the quoter will successfully perform the required effort.
Some Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has some confidence that the quoter will successfully perform the required effort.
Low Confidence	Based on the quoter's recent/relevant corporate experience information, the Government has low confidence that the quoter will successfully perform the required effort.

Factor 3 - Past Performance

The Government will evaluate the quality of the quoter's past performance to assess the likelihood of successful performance on the current requirement. The evaluation will focus on the quality of performance on the recent and relevant projects identified in the submission that are of similar scope and size. The evaluation will focus on recency and relevancy. Along with the quoter's submittal, the Government reserves the right to use past performance information gathered from any available sources when evaluating the vendor's past performance. The Government reserves the right to contact the references listed or any other sources identified. Quoters lacking relevant past experience history, or for whom past experience information is either not available or has not been submitted to the Government, will receive a neutral rating for past performance.

VOLUME 3 - Price:

The Government will establish a Total Evaluated Price (TEP) based on a completed Attachment B - Pricing. The TEP will be evaluated for price reasonableness. Price that does not align to the vendor's proposed Factor 2 Technical Approach may indicate an inability to understand the requirements and therefore may be considered a high-risk approach to contract performance. The price quote will not be given a confidence rating, but rates will be evaluated to ensure rates are fair and reasonable. The calculation of FAR Clause 52.217-8 will be completed by dividing Option Year 4 in half and adding that amount to the total quoted price.

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers or quotations for award purposes by adding the total price for all options to the total price for the basic requirement to determine the total evaluated price. This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option(s).