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	6. SOLICITATION ISSUE DATE
			1305M326Q0211	06/11/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	HILLARY WHITEHURST		06/26/2026 1400 ED

9. ISSUED BY CODE WAD-NMFS-B

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

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): 541620

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	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
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE WAD-NMFS-B

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

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: 09/30/2026 to 09/29/2028 NON-SEVERABLE SERVICE: Cook Inlet Beluga Whale Photo Identification Study Support Services Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		HILLARY E. WHITEHURST	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Field season/data collection shall be conducted in the first 12-month period Documentation, data analysis and report production shall be conducted in the second 12-month period IAW Attachment 1 PWS Monthly Invoice Amount: Provided at time of award Anticipated Award Type: Firm-fixed-price				
1002	NON-SEVERABLE SERVICE: Cook Inlet Beluga Whale Photo Identification Study Support Services Field season/data collection shall be conducted in the first 12-month period Documentation, data analysis and report production shall be conducted in the second 12-month period IAW Attachment 1 PWS Monthly Invoice Amount: Provided at time of award Option Period 1 Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/30/2027 to 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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	09/29/2029				
1003	NON-SEVERABLE SERVICE: Cook Inlet Beluga Whale Photo Identification Study Support Services Field season/data collection shall be conducted in the first 12-month period Documentation, data analysis and report production shall be conducted in the second 12-month period IAW Attachment 1 PWS Monthly Invoice Amount: Provided at time of award Option Period 2 Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/30/2028 to 09/29/2030				
1004	NON-SEVERABLE SERVICE: Cook Inlet Beluga Whale Photo Identification Study Support Services Field season/data collection shall be conducted in the first 12-month period Documentation, data analysis and report production shall be conducted in the second 12-month period IAW Attachment 1 PWS Monthly Invoice Amount: Provided at time of award Option Period 3 Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/30/2029 to 09/29/2031				

Section 2 - Continuation Page 5
Section 3 - Line Items and Attachments 6
Section 4 - Contract Terms and Conditions 7
    Clauses Incorporated By Reference 7
    Clauses in Full Text 9
Section 5 - Solicitation Provisions 22
Section 6 - Instructions to Quoters 25
Section 7 - Evaluation 28

Section 2 - Continuation Page

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®.

Standard Language FAR Part 12 - 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 1305M326Q0211 is issued as a Request for Quotation (RFQ) for Cook Inlet Beluga Whale Photo Identification Study Support Services for the NOAA Fisheries Alaska Regional Office.

This acquisition is set-aside for woman-owned 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.

Deliverables Schedule

Deliverables Schedule

Deliverable	Due Date/First Instance Due	Recurring

Section 3 - Line Items and Attachments

List of Attachments

Attachment Number	Title
1	Attachment 1 PWS
2	Attachment 2 Pricing Schedule

Section 4 - Contract Terms and Conditions

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)

Clauses Incorporated By Reference

Clause Database	Clause Number	Clause Title
CAR	1352.209-72	Restrictions against disclosure. (APR 2010)
CAR	1352.209-73	Compliance with the laws. (APR 2010)
RFO	52.203-3	Gratuities. (APR 1984)
RFO	52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)
RFO	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
RFO	52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
RFO	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
RFO	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
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	52.219-8	Utilization of Small Business Concerns. (JAN 2025) (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	52.222-35	Equal Opportunity for Veterans. (JUN 2020) (Deviation

Clause Database	Clause Number	Clause Title
		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	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010) (Not for DOC Use)
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))
RFO	52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
RFO	52.229-12	Tax on Certain Foreign Procurements. (FEB 2021)
RFO	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
RFO	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
RFO	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
RFO	52.233-1	Disputes. (MAY 2014) (Deviation JAN 2026)
RFO	52.233-3	Protest after Award. (AUG 1996) (Deviation JAN 2026)
RFO	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)
RFO	52.240-91	Security Prohibitions and Exclusions. (Deviation JAN 2026)
RFO	52.244-6	Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

Clauses in Full Text

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 prior to expiration; 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 52.219-1 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 [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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 52.252-6 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 n/a (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(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 1352.246-70 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:

NOAA Fisheries Alaska Regional Office
Juneau, Alaska

(End of clause)

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

(a) The base period of performance of this contract is from September 30, 2026 through September 29, 2028. 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:

Each period of performance (non-severable) is for 24 months. The first 12-month period includes the field season and data collection. The second 12-month period includes the documentation, data analysis, and report production.

OPTION 1: September 30, 2027 through September 29, 2029
OPTION 2: September 30, 2028 through September 29, 2030
OPTION 3: September 20, 2029 through September 29, 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 1330-52.203-70 Scientific Integrity and Research Misconduct (OCT 2012)

(a) Definitions. As used in this solicitation and contract language –

Scientific activities mean activities that involve inventorying, monitoring, observations, experimentation, study, research, integration, modeling, and scientific assessment.

Scientific integrity means the condition resulting from adherence to professional values and practices when conducting and applying the results of science that ensures objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, interference, censorship, and inadequate procedural and information security.

Presentation of scientific activities results includes the analysis, synthesis, compilation, or translation of scientific information and data into formats for the use of the Department of Commerce or the United States of America.

Scientific and Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing scientific and research activities, or in the products or reporting of the results

of these activities. It specifically includes intentional circumvention of the integrity of the scientific and research process and actions that compromise that process, but does not include honest error or differences of opinion.

Investigation is formal collection and evaluation of information and facts to determine if scientific or research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

(b) General Guidelines

1. Maintaining Integrity. The contractor shall maintain the scientific integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations and adjudication of allegations of research misconduct.

2. In performing or presenting the results of scientific activities under the contract, and in responding to allegations of scientific and research misconduct, the contractor shall comply with the solicitation and contract language herein and NOAA Administrative Order (NAO) 202-735D-2, Scientific Integrity, and its Procedural Handbook, including any amendments thereto.

3. Primary Responsibility. The contractor shall have the primary responsibility to prevent, detect, and investigate allegations of scientific and research misconduct. Unless otherwise instructed by the contracting officer, the contractor shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

4. By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation and reporting of such misconduct.

5. The contractor shall insert the substance of this requirement in subcontracts at all tiers that involve research being performed under this contract.

(c) Investigating Misconduct Research

1. Initiating Investigation. If the contractor determines that there is sufficient evidence to proceed to an investigation, it shall notify the contracting officer and, unless otherwise instructed, the contractor shall:

A. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

B. If the investigation leads to a finding of scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations

made to the Contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) Findings and Corrective Actions

1. If the contractor finds that scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

i. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

ii. Coordinate remedial action with the contracting officer.

(e) Department of Commerce Actions

1. The Department of Commerce may accept the Contractor's findings or proceed with its own investigation, in which case the contractor shall fully cooperate with the investigation. The contracting officer will inform the contractor of the Department's final determination.

2. The Department of Commerce reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the contract and applicable laws and regulations. Such remedies and actions may include, but are not limited to, disallowance of costs, recoupment of contract payments, and suspension or debarment.

(End of solicitation and contract language)

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 1330-52.215-70 SCHEDULE OF DELIVERABLES (SEPT 2005)

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

See PWS for deliverables under this purchase order

(End of solicitation and contract language)

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

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

(a) Definitions.

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

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

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

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

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

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

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

(b) Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

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

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

● Text: (202) 335-0265

(d) Confidentiality.

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information

confidential. “Confidentiality” means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) Remedies.

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

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

2. Requiring the contractor to terminate a subcontract;

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

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

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

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

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

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

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: Quarterly Progress Report(s).

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 - Solicitation Provisions

Solicitation Provisions

RFO 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)

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

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

RFO 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation JAN 2026)

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

RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation JAN 2026)

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 52.252-1 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**

(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: Hillary Whitehurst at hillary.whitehurst@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: 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 1352.233-71 GAO and Court of Federal Claims protests. (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

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

(End of clause)

Section 6 - Instructions to Quoters

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

Standard Language Addendum to 52.212-1

This solicitation is reserved for only WOMAN-OWNED-SMALL BUSINESS CONCERNS UNDER NAICS 541620

Quotes in response to this RFQ shall be submitted by 02:00 PM ET on June 26, 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 16, 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.

Factor 1: Corporate Experience (Page Limit: 6 pages)
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.

Factor 2: Technical Approach (Page Limit: 8 pages)

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) Resources and expertise that will be applied to the implementation of this approach

b) Quality assurance and quality control measures that will be in place

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 either submitting a CPAR or Attachment C - Past Performance Questionnaire. If the example reference has a finalized CPAR, the vendor shall submit the most recent finalized CPAR for that example. “Finalized” means adjudicated by both the Government and contractor. Interim CPARs are acceptable.

For projects without a finalized CPAR, quoters shall submit with their completed Attachment C - Past Performance Questionnaires (PPQ) signed by the client representative responsible for managing the project. The quoter shall send Attachment C - Past Performance Questionnaire, to those Government and commercial activities provided by the quoter in their submission and the activities or quoter must email the completed survey form directly to Hillary.Whitehurst@noaa.gov.

If a CPARS is completed within three (3) years of the completion of the period of performance then the vendor shall not send the Attachment C - Past Performance Questionnaire to those Government and commercial activities. If Attachment C, Past Performance Questionnaire is required and not received by the Contracting Officer (CO) by the date of the quote submission, then the CS and CO will send Attachment C - Past Performance Questionnaire to those Government and commercial activities provided by the quoter The Government reserves the right to consider past performance report forms received after the due date of the RFQ and to contact references for verification or additional information.

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 Tab A in its entirety. The quoted pricing in Tab A will be incorporated into the award. The quoter shall complete Tab B to support price reasonableness. Tab B will not 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 Firm-Fixed-Price 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 remain 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	The Government has high confidence that the quoter has a complete understanding of the requirement, proposes a sound approach, and that little to no Government intervention would be required to achieve high-quality results.
Some Confidence	The Government has some confidence that the quoter has a complete understanding of the requirement, proposes a sound approach, and that some Government intervention would be required to achieve high-quality results.
Low Confidence	The Government has low confidence that the quoter understands the requirement, proposes a sound approach, or will be successful in performing the purchase order even with Government intervention

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.

Rating	Description
Outstanding	Based on the quoter's recent/relevant past performance information, the Government has a high expectation that the quoter will successfully perform the required effort.
Good	Based on the quoter's recent/relevant performance record, the Government has an above average expectation that the quoter will successfully perform the required effort.
Acceptable	Based on the quoter's recent/relevant performance record, the Government has a reasonable positive expectation that the quoter will successfully perform the required effort.

Marginal	Based on the quoter's recent/relevant performance record, the Government has a lower expectation that the quoter will successfully perform the required effort.
Unacceptable	Based on the quoter's recent/relevant performance record, the Government has a very low expectation that the quoter will be able to successfully perform the required effort.
Neutral	No recent/relevant performance record is available or the quoter's performance record is so sparse that a past performance rating cannot be assigned.

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.

Evaluation of options shall not obligate the Government to exercise the option(s).

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

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)