

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 1305M326Q0019 6. SOLICITATION ISSUE DATE 02/06/2026 7. FOR SOLICITATION INFORMATION CALL: a. NAME HANNAH HARTMAN b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME 02/17/2026 1400 PT		9. ISSUED BY CODE WAD-NWS WAD-NWS 7600 SAND POINT WAY NE BLDG 1 SEATTLE WA 98115 10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00% FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED INDUSTRY CLASSIFICATION ☐ SERVICE-DISABLED ☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB) STANDARD (NAICS): ☐ VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) 541512 \$34 SIZE STANDARD: 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION REQUEST ☒ FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ FOR PROPOSAL (RFP) 15. DELIVER TO CODE 16. ADMINISTERED BY CODE 17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE TELEPHONE NUMBER 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	
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	BASELINING EFFORT Two-month baselining effort to determine capacity and velocity of sprints, in accordance with Section C Continued... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ☒ 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 <u>1</u> 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	26. TOTAL AWARD AMOUNT (For Government Use Only) 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) MEREDITH JOHNSON
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contract Type: Firm-Fixed-Price Product/Service Code: DF10 Period of Performance: 03/16/2026 to 05/15/2026 ----- 0002 CASS DEVELOPMENT Sprint quantity, duration and firm-fixed-price per Sprint will be finalized during the CLIN 0001 Baseline Effort Contract Type: Firm-Fixed-Price Product/Service Code: DF10 Period of Performance: 05/16/2026 to 05/15/2027 ----- 0003 OTHER DIRECT COSTS (Including Travel) In accordance with Section C Contract Type: Time-and-Materials 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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	Product/Service Code: DF10 Period of Performance: 03/16/2026 to 05/15/2027 ----- OPTIONAL ADDITIONAL DEVELOPMENT Optional additional sprints; quantity and firm-fixed-priced per sprint to be negotiated prior to exercise. Contract Type: Firm-Fixed-Price (Option Line Item) Anticipated Exercise Date: 05/15/2027 Product/Service Code: DF10 Period of Performance: 05/16/2027 to 05/15/2028 -----				
	1002 OTHER DIRECT COSTS (Including Travel) For use during additional development if exercised In accordance with Section C Contract Type: Time-and-Materials (Option Line Item) Anticipated Exercise Date: 05/15/2027 Product/Service Code: DF10 Period of Performance: 05/16/2027 to 05/15/2028 -----				

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Section B - Supplies or Services/Prices

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	BASELINING EFFORT Two-month baselining effort to determine capacity and velocity of sprints, in accordance with Section C Contract Type: Firm-Fixed-Price Award Type: Firm-fixed-price Product/Service Code: DF10 Period of Performance: 03/16/2026 to 05/15/2026 -----				
0002	CASS DEVELOPMENT Sprint quantity, duration and firm-fixed-price per Sprint will be finalized during the CLIN 0001 Baselining Effort Contract Type: Firm-Fixed-Price Award Type: Firm-fixed-price Product/Service Code: DF10 Period of Performance: 05/16/2026 to 05/15/2027 -----				
0003	OTHER DIRECT COSTS (Including Travel) In accordance with Section C Contract Type: Time-and-Materials Award Type: Time-and-materials Product/Service Code: DF10 Period of Performance: 03/16/2026 to 05/15/2027 -----				
1001	OPTIONAL ADDITIONAL DEVELOPMENT Optional additional sprints; quantity and firm-fixed-priced per sprint to be negotiated prior				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	to exercise.				
	Contract Type: Firm-Fixed-Price				
	Award Type: Firm-fixed-price				
	(Option Line Item)				
	Anticipated Exercise Date: 05/15/2027				
	Product/Service Code: DF10				
	Period of Performance: 05/16/2027 to 05/15/2028				

1002	OTHER DIRECT COSTS (Including Travel)				
	For use during additional development if exercised				
	In accordance with Section C				
	Contract Type: Time-and-Materials				
	Award Type: Time-and-materials				
	(Option Line Item)				
	Anticipated Exercise Date: 05/15/2027				
	Product/Service Code: DF10				
	Period of Performance: 05/16/2027 to 05/15/2028				

Clause List

CAR 1352.216-77 Ceiling price. (APR 2010)

The ceiling price of this contract is \$124,000.00*. 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.

*This number reflects the total contract value (base and all options) of time-and-materials line items only

(End of clause)

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 **\$124,000.00***. Funds in the amount of **\$108,000.00**** are hereby allotted. The balance of this contract's estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

*This number reflects the total exercised value of time-and-materials line items only.

**This number reflects the total funded amount of time-and-materials line items only.

(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)

Section C - Description/Specifications

Common Analytic and Support System (CASS) for the NOAA/National Weather Service (NWS) Tsunami Warning Centers (TWCs) Baseline Performance Objectives (BPOs)

The BPOs detailed below must be captured in the ultimate PWS, which will be finalized during negotiations with the best-suited quoter. The information contained in this section should be used to inform quoters' submissions for other evaluation factors.

Important Note: The Government intends to use an iterative project management approach to accomplish the tasks described herein. Contract Line Item Number (CLIN) 0001 will be a 2-month baselining effort, during which the Government and Contractor will mutually agree upon the team's capacity and velocity and will finalize the quantity and unit price of the Sprints contained in CLIN 0002.

To aid in this process, the Government has established a dedicated CASS Contractor Liaison Team (CLT) that will support the CASS contract awardee. The Technical Working Group (TWG) will be the primary working group, within the larger "team." The working group, composed of six staff, three from each TWC, will be the primary contacts for the Contractor and their development group, discussing and addressing all aspects of the project, throughout the period of performance of the contract. A smaller body of scientific and technical advisors, the Special Advisory Panel, will assess and advise the working group at various stages, whether there are touchpoints or key decision points, or minute technical details for which they have institutional knowledge/subject matter expertise.

CASS BPOs

1.0 Purpose

This document describes the objectives for a contractor to engineer, furnish, install and test the CASS to support local network fault tolerance requirements for the two National Oceanic and Atmospheric Administration (NOAA)/NWS TWCs.

2.0 Scope

NOAA's NWS operates two TWCs, National TWC (NTWC) in Palmer, AK and the Pacific TWC (PTWC) in Honolulu, HI. The TWCs require a CASS to provide comprehensive and consistent forecast and alerting guidance in support of joint TWC Operations. CASS must incorporate originally-developed code from the first version of this requirement, the Common Analytic System (CAS), the tsunami modeling component of the CASS platform.

The scope of this requirement is for the contractor to fully-develop CASS (the second and more comprehensive system-based version of CAS) and participate in the migration activities of the CASS into the TWC operations, including testing, evaluation, implementation and code fixes, during the period of

performance. The contractor will join the dedicated NWS team, composed of NWS Office of Central Processing (CP) and Oceanic and Atmospheric Research (OAR) Global Systems Laboratory (GSL) staff along with their supporting contractors, in integrating the Advanced Weather Interactive Processing System (AWIPS) Tsunami Operations Messaging Service (ATOMS) operational platform into the TWCs and synchronizing it with CASS.

The International Tsunami Information Center (ITIC), with branches in Honolulu, HI, and Mayaguez, PR, supports the TWCs. This support includes education and outreach, in-event staffing, and decision-support services for various domestic and international partners. A component of CASS will also be accessible to the ITIC staff, via a web portal or some other modality that allows for the visualization of the key, critical tsunami model outputs and other post-production information, graphics, and other outputs, for their support of the Impact-based Decision Support Services (IDSS) provision to key stakeholders and users, in real-time.

3.0 Period and Place of Performance

The period of performance for this project will be a two-month baselining period followed by an approximate one-year development effort. An option for additional development (approximately one-year) will be included in the final contract award. The majority of the work will be remote work. Some activities may be performed at one of the following TWCs:

- NOAA/NWS NTWC at 910 S Felton St, Palmer, AK 99545
- NOAA/NWS PTWC at 1845 Wasp Blvd, Honolulu, HI 96818. Note: PTWC is on Ford Island, a military installation and requires an additional level of security clearance for non-federal (USG) employees and contractors.

The contractor will be authorized to coordinate critical site visits to NTWC and up to approximately twelve trips to the PTWC.

4.0 Background

The TWCs have developed their own unique and independent event-based software and analysis methods, used operationally, to accomplish their individual missions for their Area of Responsibility (AOR) for tsunami events. These separate development paths have made it impossible for NOAA's TWCs to perform seamless and comprehensive service backup in the event one of the TWCs becomes inoperable.

CASS is designed as a software application that interfaces with the NWS enterprise platform, the ATOMS, but is extensible to function as production agent that includes the following:

- Observational and other data ingest and assimilation,
- Tsunami and other seismic-based model generation displaying and constraint-based manipulation, model output post-processing capabilities, and
- Self-sustaining system health status and monitoring.

The primary and dedicated function of CASS for the operational on-duty TWC Watchstanders, Duty Scientists, and other in-event service coordinators is an array of timely event-based guidance, based on

a common and comprehensive data layer/threat database, which will be available and accessible in real-time, for the entirety of the life cycle of each event. Post-event playback will also be available for users to review and understand the tsunami event, from end-to-end, in a non-operational environment to analyze the data.

References to the original code through a prototype system, deemed CAS or CAS 1.0, are referenced in a limited-access technical requirements document, developed by NOAA Office of Atmospheric Research's (OAR) Pacific Marine Environmental Laboratory (PMEL). These requirements were generated from approved NWS functional requirements. CAS (v1.0) included design for an application that, among other primary functions, performed continuous synchronization of system information and data, as well as performed seismic and tsunami modeling guidance layers, within the application. The cornerstone functionality of CAS v1.0 was the technological, application-based infrastructure to be fully-synchronized at each TWC, allowing for rapid failover / service-backup processing.

CASS will infuse the CAS v1.0 application, within a larger end-to-end system that performs the requisite synchronization of seismic data and other observational data that is not attributed to seismic events, such that the full picture of all tsunami-causing events are captured.

5.0 Performance Objectives

5.1 TWC Designated Service Area (DSA)/AOR Adherence

The NTWC DSA consists of U.S. and Canadian coastal regions except Hawaii and the U.S. Territories served by PTWC. The PTWC DSA includes Hawaii, Guam, the Commonwealth of Northern Mariana Islands (CNMI), American Samoa, countries participating in the Tsunami Warning System in the Pacific outside the NTWC AOR, Caribbean Sea countries, Puerto Rico, and the US Virgin Islands. CASS will allow for the complete and timely ability to support service backup and system failover such that one TWC can fully support their other TWC's DSA/AOR, as well as their own, for the length of time that it is necessary to do so.

5.2 System Description

The TWCs operate a high impact-level Federal Information Security Modernization Act (FISMA) system. FISMA has 3 levels of IT compliance and impact (low, moderate, and high). A high impact classification indicates that the loss of confidentiality, integrity, or availability is expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Therefore, the suitability or risk level for this work must adhere to these strict compliance standards of the system. As such, the contractor must pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employees must be U.S. Citizens only. The contractor must be responsible for safeguarding all government property provided for contractor use. If in the physical location of either TWC, at the close of each work period, government facilities, equipment, and materials must be secured.

All materials provided must be new and not refurbished. The contractor must ensure all work is performed by federally authorized Original Equipment Manufacturer (OEM) and provide contractor letter of authorization.

The operational system of the TWCs must fully carry-out the tsunami warning mission, 24 hours a day, 7 days a week, 365 days a year, under these high security IT constraints, with rapidly accessed data from

across the globe, from a variety of seismic and water level reporting stations and networks, including their status availability. The TWCs use this data in real-time to estimate earthquake and non-seismic activity that has the potential to produce a tsunami. TWCs use their systems to forecast tsunami arrival times and coastal inundation and disseminate appropriate message products based on this information.

5.3 Functionality

A critical but non-exhaustive list of other necessary functions and CASS specifications include:

- Deep-ocean Assessment and Reporting of Tsunamis (DART) source characterization
- Data ingest from Science Monitoring And Reliable Telecommunications (SMART) subsea cable installations
- Metadata management for the disparate sensing networks
- Global Navigation Satellite System (GNSS) ingest from other networks
- Data ingest for landslide monitoring
- Embedded coordination modules and tools to support collaboration with the USGS's National Earthquake Information Center (NEIC), interactivity with their Product Distribution Layer (PDL)
- Volcanic monitoring and modeling
- Event notification from Total Electron Content (TEC) (NASA Guardian)

Other Modeling and Database Sets (Meteotsunami, landslides, glaciers):

- Ensemble modeling, display and error estimation (probabilistic forecasting)
- Inundation modeling (interfacing or utilizing code from currently-used operational tsunami models)
- Time-dependent forecasting information
- High-resolution, dynamic display capabilities, downloadable formats, and other pertinent outputs from data layers.

Event simulations and playback functionalities:

- Launch simulated events and provide characterizations (i.e. location and magnitude)
- Simulated DART and water-level data

Dissemination Factors:

- Messaging transition to ATOMS from legacy pathways
- Testing of available alert dissemination modalities, including CAPv2.0 and Wireless Emergency Alert (WEA) testing for targeted zones.

Other potential functionalities include:

- NWS Next Generation Weather Radar (NEXRAD) and atmospheric pressure data ingest
- Observational and tsunami model data archiving/storage/access from the NOAA National Centers for Environmental Information (NCEI).

6.0 Operating Constraints

6.1 Classification/Credentials

Stated work and associated product deliverables must be performed at the UNCLASSIFIED level. Escorts may be required, as some work must be performed in secure facilities. It will be the Government's responsibility to provide escorts. Contractor personnel requiring access to Government systems must have a minimum of Department of Defense (DoD) 8570 Information Assurance Technical (IAT) Level II Certification. Only those personnel actually performing work on systems attached to the Air Force Network (AFNET) require this credential.

6.2 Intellectual Property

The NOAA Tsunami Warning System (NTWS) will provide source code, data formats, historic data and relevant documentation, as requested by the contractor. The Government reserves the right to deny a request, if it determines that the request is not necessary to the success of this effort, or outside the scope of the CASS. These documents and materials may not be used or sold by the Contractor without written permission from the Technical Point of Contact (TPOC).

6.3 Data Rights

The Government will have unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source code of any software produced under this contract, must be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the TPOC. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

Section E - Inspection and Acceptance

CAR 1352.246-70 Place of acceptance. (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

To be determined at time of award.

(End of clause)

Section F - Deliveries or Performance

Contract Deliverables will be established during pre-award negotiations with the apparent successful quoter, and finalized during the CLIN 0001 Baseline Effort.

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

(a) The period of performance for the Baseline Effort and the CASS Development of this contract is from 16 March 2026 through 15 May 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:

Optional Additional Development:
16 May 2027 - 15 May 2028

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

(End of clause)

Section G - Contract Administration Data

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

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

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

TBD

Phone Number: **TBD**

E-mail: **TBD**

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

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

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

(End of clause)

Section H - Special Contract Requirements

CAR 1352.209-72 Restrictions against disclosure. (APR 2010)

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

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

CAR 1352.237-70 Security processing requirements-high or moderate risk contracts. (APR 2010)

CAR 1352.239-72 Security requirements for information technology resources. (APR 2010)

(a) *Applicability.* This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

(b) *Definitions.* For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100-235), including the following definition of the term:

(1) Sensitive information is " * * * any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter [insert agency or operating unit counsel specific guidance, if applicable].

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the *DOC IT Security Program Policy*. Specifically, the contractor shall:

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy* and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the

DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.

(j) The contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

Section I - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020) - Alternate I (NOV 2021)
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE. (OCT 2018) (Deviation JAN 2026)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016) (Deviation JAN 2026)
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)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018) (Deviation JAN 2026)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015) (Deviation JAN 2026)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) (Deviation JAN 2026)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2025) (Deviation JAN 2026)
52.219-14	LIMITATIONS ON SUBCONTRACTING. (OCT 2022) (Deviation JAN 2026)
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JAN 2025) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020) (Deviation JAN 2026)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020) (Deviation JAN 2026)
52.222-37	EMPLOYMENT REPORTS ON VETERANS. (JUN 2020) (Deviation JAN 2026)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (Deviation JAN 2026)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2025) (Deviation JAN 2026)
52.224-3	Privacy Training. (JAN 2017)
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

Clause Number	Clause Title
52.229-12	Tax on Certain Foreign Procurements. (FEB 2021)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	PROTEST AFTER AWARD. (AUG 1996) (Deviation JAN 2026)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS. (Deviation JAN 2026)
52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (Deviation JAN 2026)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (OCT 2025) (Deviation JAN 2026)

Full Text Clauses

FAR 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 45 days of the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 26 months.

(End of clause)

FAR 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):

FAR: <https://www.acquisition.gov/far-overhaul/>

CAR: <https://www.acquisition.gov/car>

(End of clause)

FAR 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 Department of Commerce Procurement Memoranda (48 CFR 1452) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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

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

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.222-70 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.noasashhelpline.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: none.

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

- Included in NOAA's locator, and
- When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

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

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.

2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:

- i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;
- ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;
- iii. Occupational safety or health hazards;
- iv. Lapse in Appropriations; or
- v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

- 1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;
- 2. Forego the work; or
- 3. Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation.

3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted [] hours/days (contracting officer insert number of days. If blank, 72 hours applies) before access to the NOAA facility is needed.

(End of solicitation and contract language)

RFO 52.212-4 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: N/A; 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. [Insert portion of labor rate attributable to profit.]

(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: Travel

(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: None

(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)

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title
1	Attachment 1 - Pricing Sheet

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

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

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

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

FAR 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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (AUG 2020) (Deviation JAN 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)

contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an

Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

RFO 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (FEB 2024) (Deviation JAN 2026)

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

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

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

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

Small business concern-

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

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

Small disadvantaged business concern means a small business concern that-

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$34M.

(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)

Section L - Instructions, Conditions, and Notices to Quoters

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

CAR 1352.242-70 Postaward conference. (APR 2010)

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)

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

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

L1. Objective. The Government will award one contract from this Request for Quotation (RFQ). This RFQ is set aside 100% for small business concerns. The Government will only consider quotations from vendors who meet the small business size standard of NAICS 541512, Computer Systems Design Services, at the time Phase I quotes are due.

L2. General

a. This commercial acquisition will be conducted in accordance with the terms and conditions of the Revolutionary Federal Acquisition Regulation (FAR) Overhaul, specifically, FAR 12.201-1, Simplified Procedures. The Government will employ innovative acquisition techniques during this procurement, to include advisory down-select and confidence ratings. Interested vendors are encouraged to review the [Periodic Table of Acquisition Innovation](#) to become familiar with these techniques.

b. The Government will use a two-phase advisory down-select strategy for this procurement. Interested vendors must submit a Phase I quotation to be considered for award. Phase I quotations must be submitted using the [Phase I Submission Form](#) no later than **2:00 PM Pacific Time on 17 February 2026**. It is the responsibility of the quoter to ensure the Government receives the submission before the stated due date and time.

c. The Government will establish a due date for Phase II quotations after the conclusion of the Phase I evaluation. Due dates and other details for Phase II quotations will be included in the advisory notifications.

d. Quotations must be clear, concise, and include sufficient detail for effective evaluation. **Non-compliant submissions may not be evaluated for award.** To be considered compliant, quotations must include all documents listed in Table L4-1, comply with all RFQ instructions, and meet all terms, conditions, and specifications herein.

L3. Solicitation Questions and Comments

a. All questions must be submitted via the following [Google Form](#) no later than **2:00 PM Pacific Time**

on 11 February 2026. The Government will only respond to questions and comments submitted through the Google Form. **Please submit only one question or comment on each form.** Vendors may make multiple submissions to ask multiple questions.

b. The Government will respond to all timely questions and comments by posting a Questions and Answers (Q&A) document to [SAM.gov](https://sam.gov), as an update to the solicitation notice. The names of vendors will not be included in the published Q&A.

L4. Quotation Format

a. Quotation submissions must contain all the documents listed in Table L4-1, submitted as separate files.

b. Documents must be submitted in an 8.5" X 11" digital format. Printing must be easily readable, in a 12-point font or larger, and single spaced. Size 10 font may be used for tables, graphics, and other illustrations. Table L4-1 below lists the required documents, format, and page limitations. Deviating from these format requirements may result in a quotation being deemed non-compliant and ineligible for award.

Table L4-1: Required Documents & Page Limitations

Phase	Submission	Contents	Format	Page Limit / Notes
Phase I	General Documents	Signed SF 1449; signed SF 30(s) for any Phase I amendments; required representations in Section K, as applicable.	PDF (Google Form upload)	N/A
Phase I	Factor 1 – Experience	Response to the Experience Factor prompt contained in the Phase I submission form.	PDF (Google Form upload)	Max 6 pages
Phase II	General Documents	Signed SF 30(s) for any Phase II amendments	PDF	Submit first page only of each SF 30; combine into one file
Phase II	Factor 2 – Iterative Project Management Approach	Written iterative / Agile project management approach	PDF	Max 10 pages

Phase II	Factor 3 – Technical Demonstration	Oral Presentation	Google Meet; may use slide deck if desired	N/A
Phase II	Factor 4 – Price	RFQ Attachment 1 – Pricing Sheet	MS Excel	Submit pricing sheet only

c. If the page limits in Table L4-1 are exceeded, the pages in excess of the limit will not be evaluated.

d. Page limit **includes** all appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

e. Page limit **does not include** covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the quotation. Pages that contain any other information, i.e., diagrams, extraneous data, etc. will be counted. Pages marked “This page intentionally left blank” will not be counted.

L5. Phase I/Factor 1 (Experience). Completion of the [Phase I Submission Form](#) will constitute the entire Phase I submission and Factor 1 quotation. Use of the linked Google form is mandatory. No further information is required for Phase I or Factor 1 and quoters should not submit any supplemental information outside of the form.

L6. Phase II/General Documents.

a. Quoters must submit a signed SF 30 acknowledging each amendment issued during Phase II, as applicable. Only the first page of the amendment needs to be submitted. If more than one amendment is issued, combine all signed SF-30s into one PDF document for submission during Phase II. Do not combine any other Phase II element with the SF-30 file.

L7. Phase II/Factor 2 (Iterative Project Management Approach)

a. **Iterative Project Management Approach**. Quoters must submit a written Iterative Project Management Approach for the specific CASS effort detailed in Section C of this RFQ. The purpose of this submission is for the Government to assess the Quoter’s ability to plan, manage, and execute iterative software development while collaborating closely with Government stakeholders.

b. The successful Quoter’s proposed Iterative Project Management Approach will be incorporated into the resulting Performance Work Statement (PWS) and will become contractually binding. The apparent successful quoter and the Government will collaborate to finalize the contents of the Iterative Project Management Approach and the PWS prior to contract award.

c. The approach should cover information similar to the following, **TAILORED TO THIS SPECIFIC CASS REQUIREMENT**. Submitting generic project management methodology may lead to unfavorable evaluation results.

Table L7-1: Factor 2 Suggested Content

Topic	Contents
Agile Management Approach	Describe the Agile framework proposed for this requirement (e.g., Scrum, SAFe, Kanban, or a hybrid approach). Explain how sprint planning, backlog refinement, sprint reviews, and retrospectives will be conducted. Identify the roles and responsibilities of both the Government and contractor team.
Sprint Execution and Delivery	Describe the approach for delivering working, testable software at the end of each sprint. Define the Definition of Done and acceptance criteria. Explain the metrics that will be used to measure progress and performance (e.g., velocity, burndown, cycle time).
Collaboration and Communication	Describe methods for engaging Government Product Owners and stakeholders throughout the project lifecycle. Identify tools used for Agile management, collaboration, and reporting. Explain the approach to transparency, issue identification, and escalation.
Risk and Dependency Management	Describe the approach for identifying, tracking, and mitigating technical, schedule, and integration risks. Explain how dependencies across teams, systems, or external stakeholders will be managed.
Continuous Improvement	Describe how retrospectives and lessons learned will be conducted and documented. Explain how feedback from the Government and stakeholders will be incorporated into subsequent sprints and iterations.

L8. Phase II/Factor 3 (Technical Capability)

Factor 3 will be conducted via oral presentations in accordance with the following rules of engagement.

a. Quoters will be required to present, as a “Technical Demonstration” the Experience Example submitted in Phase I as Factor 1. After the quoters present their Technical Demonstration, they will be afforded a brief break. Then, the Government will ask the quoters approximately five scenario-based questions that will demonstrate the quoters’ technical and problem-solving abilities. The questions will be distributed to the quoters in advance of the Oral Presentation.

b. Oral presentations will be conducted via Google Meet. The Contracting Officer will provide instructions in the Advisory Notification on scheduling the oral presentation.

c. Quoters will be authorized to have no more than three separate “participants” at the Google Meet session. A “participant” is the individual or email calling in to the session. There is no restriction on the number of attendees viewing at each participant link. For example, quoters may gather multiple personnel in a conference room and dial in to the Google Meet via a single “participant” link. However, no more than three individuals will be allowed to present or answer questions during the oral presentation.

d. Within two (2) calendar days of scheduling the oral presentation, the Quoter must provide a list to the Contracting Officer containing the email addresses of the requested “participants,” as well as a list of the (no more than) three individuals who will be speaking during the oral presentation. This list must identify each personnel, their current employers, and their intended roles in this requirement.

e. The Government intends for the oral presentation to proceed as follows. A final schedule will be given to quoters who choose to participate in the oral presentations, which may deviate from this schedule.

Oral Presentation Portion	Oral Presentation Component	Time Allotted
1	<u>Introductions and Rules of Engagement</u>	Not Specified
2	<u>Technical Demonstration</u> Uninterrupted quoter presentation of Experience Example from Factor 1 followed by interactive dialogue between Government and Quoter	1 hour
3	<u>Break</u> Includes Government caucus	1 hour
4	<u>Scenario-Based Questions</u> The Quoter will provide an uninterrupted response to each question. An interactive dialogue will occur immediately following each question before moving on to the next question.	1.5 hours
5	The Quoter departs	Not Specified

f. **Exchanges During Oral Presentations.** The Government intends for the oral presentation to be an interactive dialogue between the Quoter and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions. The Government will not

ask questions that will invite or allow the Quoter to change its quote for any Factor. The Quoter must not volunteer any information that might be construed as changing its quote for any Factor.

g. The Quoter may not generally ask questions during the oral presentation. Any questions asked should only deal with logistics and conduct of the oral presentation.

h. The Quoter may choose not to present or respond to any question provided by the Government.

e. The Quoter must not distribute any written or electronic materials to the Government during the oral presentation. Quoters will be authorized to use a PowerPoint slide deck to support their presentation.

f. **Recording.** The Government will not be recording or electronically transcribing the oral presentations. Quoters are **not authorized** to record the oral presentations. A member of the Government team will take notes to keep a record of the oral presentation.

L9. Phase II/Factor 4 (Price)

a. **SPHERE Method.** The Government is conducting this acquisition using a Set Price with Highest Evaluated Ratings (SPHERE) methodology. The Government has established a set total evaluated price for this requirement. Price will be evaluated for completeness, accuracy, and reasonableness, but price will not be a discriminator among quoters.

b. By submitting a quotation, the quoters represent that they can successfully perform the requirements of the solicitation at the set price.

c. **Pricing Structure.** Pricing for this requirement consists of the following Contract Line Item Numbers (CLINs):

- CLIN 0001 - Baselineing Effort
- CLIN 0002 - CASS Development
- CLIN 0003 - ODCs (Travel)
- CLIN 1001 - Optional Additional Development
- CLIN 1002 - Optional ODCs (Travel)

The total evaluated price for all of the above CLINs is set by the Government. CLIN 0002 pricing is derived automatically based on the quoters' input for CLIN 0001, using a Government-defined calculation. CLINs 0003, 1001, and 1002 have set "not to exceed" prices.

d. **Price Submission Instructions.** Quoters must complete and submit RFQ Attachment 1, Pricing Sheet, in accordance with the following instructions:

1. CLIN 0001: Quoters must enter pricing for CLIN 0001 only, as instructed in the Pricing Sheet. The price entered for CLIN 0001 must reflect the quoters' proposed price for the required baselining effort.
2. CLIN 0002: Pricing for CLIN 0002 will auto-calculate based on the CLIN 0001 price entered by the quoter. Quoters must not modify, override, or manually enter pricing for CLIN 0002. Any

alteration to the auto-calculated fields may result in the quote being deemed non-compliant.

3. CLINs 0003, 1001, and 1002: Pricing for CLINs 0003, 1001, and 1002 have been set by the Government. Quoters must not modify, override, or manually enter pricing for these CLINs. Any alteration to the auto-calculated fields may result in the quote being deemed non-complaint.

(End of Addendum)

FAR 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):

FAR: <https://www.acquisition.gov/far-overhaul/>

CAR: <https://www.acquisition.gov/car>

(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: Meredith Johnson, meredith.johnson@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Noah Nielsen, noah.nielsen@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)

Section M - Evaluation Factors for Award

RFO 52.217-5 EVALUATION OF OPTIONS. (JUL 1990) (Deviation JAN 2026)

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

M1. Basis for Award

a. The Government intends to award a contract to the quoter whose complete, compliant quotation is most highly rated, in accordance with a Set Price with Highest Evaluated Ratings (SPHERE) methodology. This method does not use any aspects of FAR Part 15. The use of this SPHERE methodology does not obligate the government to determine a competitive range, conduct competitive negotiations, or use any other source selection techniques associated with FAR Part 15.

M2. Evaluation Factors

Quotations will be evaluated using the following factors:

Factor 1 - Experience

Factor 2 - Iterative Project Management Approach

Factor 3 - Technical Demonstration

Factor 4 - Price

M3. Select Best-Suited, then Negotiate.

a. Once the Government evaluates all Factors and determines the quoter that is best-suited (i.e., the apparent successful quoter), the Government intends to communicate with only that quoter to address any remaining issues and finalize a contract with that quoter. These issues may include non-price and price factors, and will include finalization of a PWS based, in part, on the quoter's Factor 2 submission.

b. If the parties cannot successfully address any remaining issues, 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. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous quoter will be entertained until after the contract has been awarded. This process will continue until an agreement is successfully reached and a contract is awarded. The Government will not reimburse quoters for quote preparation costs or costs incurred during negotiations with the best-suited quoter.

c. The Government reserves the right to communicate with one or more quoters prior to determining a best-suited quoter, if such communications are necessary to make the determination. The Government is not required to conduct such communications with any or all quoters responding to this RFQ.

d. Separate from the above communications, the Government may contact one or more quoters to clarify certain aspects of quotations or to resolve minor or clerical errors.

M4. Two-Phase Advisory Down-Select Process

The Government will conduct the evaluation and award decision process in two phases, as follows:

- a. **Phase I.** In this phase, the Government will review quoters' Phase I submissions, which contains all required general submission information and the Factor 1 (Experience) quotation. Factor 1 will be evaluated in accordance with paragraph M5 of this provision.
- b. After the Government evaluates all Phase I submissions, it will email an Advisory Notification to all Phase I quoters. Quoters who rate most highly for Factor 1 will be advised to proceed to Phase II. The Government expects no more than three quoters will be advised to proceed to Phase II. Quoters who are not among the most highly rated will be advised not to proceed to Phase II, as they are unlikely to be viable competitors. The intent of the Advisory Notification is to minimize quotation development costs for those quoters with little to no chance of receiving an award. This will be a recommendation only and discontinuing the pursuit of the requirement following the notification is voluntary.
- c. The Government does not intend to provide the evaluation results from Phase I with the Advisory Notification nor will brief explanations be provided after Phase I. Brief explanations will only be provided, if requested, to quoters that complete Phase II.
- d. The Advisory Notification will include the due date for Phase II submissions. The Government contemplates that Phase II quotations will be due approximately 1-2 weeks after the Advisory Notifications are sent.
- e. **Phase II.** In this phase, the Government will: 1) Evaluate Factors 2, 3, and 4 in accordance with paragraph M5 of this provision, and 2) Select an apparent awardee and negotiate a final contract award, in accordance with paragraphs M1 and M2 of this provision. The results of the Factor 1 evaluation conducted during Phase I will be considered in the final award decision.
- f. Participation in Phase I is a mandatory part of this acquisition. Phase II submissions will not be accepted from any quoter that did not submit a timely Phase I quotation.

M.5. Evaluation Methodology

- a. **Non-Price Factors.** The Government will review quoters' submissions/presentations for Factors 1-3 and assign each Factor a Confidence Rating in accordance with table M5-1 below. Non-price factor ratings will be considered in the selection of a best-suited quoter.

Table M5-1: Non-Price Factor Ratings

Rating	Description
High Confidence	The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and/or will be successful in performing the contract with little or no Government intervention.

Some Confidence	The Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and/or will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, and/or will be successful in performing the contract even with Government intervention.

b. **Price.** Factor 4 will not be scored or rated. It will not be considered in the selection of a best-suited quoter. The Government has established a set total evaluated price for this requirement. The Government will evaluate Factor 4 quotations to ensure that they are compliant with the submission instructions and are mathematically accurate. The Government will evaluate whether the quoters provided pricing for only CLIN 0001 in RFQ Attachment 4, Pricing Sheet.

i. Reasonableness. In accordance with FAR 12.204(a), the Government will evaluate the total contract for reasonableness prior to award. The Government will not conduct a price realism evaluation under this procurement.

ii. Options. The Government will evaluate options in accordance with FAR 52.217-5. The pricing for Optional CLINs 1001 and 1002 have been included in the Government's set total evaluated price for this requirement. Evaluation of these options does not obligate the Government to exercise the options.

(End of Provision)