

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER NF-FS5000-23-00115		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 1305M323RNFFS0010	
						6. SOLICITATION ISSUE DATE JUN 12, 2023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALEXANDRA REED (C) ALEXANDRA.REED@NOAA.GOV			b. TELEPHONE NUMBER (No collect calls) 303-497-6776		8. OFFER DUE DATE/LOCAL TIME JUN 23, 2023 2:00 PM MT
9. ISSUED BY WESTERN ACQUISITION DIVISION 325 BROADWAY, SOU6 BOULDER CO 80305				CODE AJ730004		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>541511</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8 (A) SIZE STANDARD: <b>\$34M</b>	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NOAA FISHERIES, ALASKA REGION P.O. BOX 21668 JUNEAU AK 99802-1668				CODE FS500031		16. ADMINISTERED BY  CODE	
17a. CONTRACTOR/ OFFEROR. CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. <u>1</u> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SBA Req ID #AJ167883190I Base Year Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Firm-Fixed Price  Period of Performance: 10/01/2023 to 09/30/2024	12.00	MO		
0002	Base Year Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Time-and-Materials  Period of Performance: 10/01/2023 to 09/30/2024	1.00	LO	NTE	NTE
0003	Base Year Travel and ODCs in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Time-and-Materials  Period of Performance: 10/01/2023 to 09/30/2024	1.00	LO	NTE	NTE
0004	Base Year Surge Support in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Time-and-Materials  Period of Performance: 10/01/2023 to 09/30/2024	1.00	LO	NTE	NTE
1001	Option Year I Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Firm-Fixed Price  Period of Performance: 10/01/2024 to 09/30/2025	12.00	MO		OPT
1002	Option Year I Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.  Time-and-Materials  Period of Performance: 10/01/2024 to 09/30/2025	1.00	LO	NTE	NTE/OPT
1003	Option Year I Travel and ODCs in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	1.00	LO	NTE	NTE/OPT

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Time-and-Materials Period of Performance: 10/01/2024 to 09/30/2025 Option Year I Surge Support in accordance with Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	1.00	LO	NTE	NTE/OPT
	Period of Performance: 10/01/2024 to 09/30/2025 Option Year II				
2001	Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	12.00	MO		OPT
	Firm-Fixed Price Period of Performance: 10/01/2025 to 09/30/2026 Option Year II				
2002	Information Technology Support Services in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	1.00	LO	NTE	NTE/OPT
	Time-and-Materials Period of Performance: 10/01/2025 to 09/30/2026 Option Year II				
2003	Travel and ODCs in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	1.00	LO	NTE	NTE/OPT
	Time-and-Materials Period of Performance: 10/01/2025 to 09/30/2026 Option Year II				
2004	Surge Support in accordance with the Attachment A - Pricing Schedule and Attachment B - Performance Work Statement.	1.00	LO	NTE	NTE/OPT
	Time-and-Materials Period of Performance: 10/01/2025 to 09/30/2026				

**SECTIONS A and B – SF1449**

**SECTION C – Contract Clauses and Contract Language**

**SECTION D – List of Attachments**

**SECTION E – Solicitation Provisions**

### **GENERAL INFORMATION**

1. The National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Alaska Regional Office (AKR), anticipates awarding a hybrid Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) contract for Information Technology (IT) support services under North American Industry Classification System (NAICS) code 541511 (Custom Computer Programming Services). This requirement is a 100% 8(a) Small Business (SB) set-aside.
2. The resultant awardee shall furnish the services provided in the Performance Work Statement (PWS), attached herein as “Attachment B”.
3. See “Section E” addendum to Federal Acquisition Regulation (FAR) Provision 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023) for additional information regarding proposal preparation and submission.
4. Federal Acquisition Regulation (FAR) and Commerce Acquisition Regulation (CAR) clauses and provisions, and NOAA Acquisition Manual (NAM) solicitation and contract language that are included in this solicitation are denoted by the applicable acronyms.

### **SECTION C – Clauses & Contract Language**

#### **FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)**

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information. Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and

procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JUN 2023)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

  X   (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

  X   (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#))).

     (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) [52.203-17](#), Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014) (41 U.S.C. 4712) relating to whistleblower rights

  X   (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

     (6) [Reserved].

X   (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

       (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

  X   (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

  X   (10) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

  X   (11) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

       (12) [Reserved].

       (13) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

       (14) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

       (15) [Reserved]

       (16) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

           (ii) Alternate I (MAR 2020) of [52.219-6](#).

       (17) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

           (ii) Alternate I (MAR 2020) of [52.219-7](#).

  X   (18) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

       (19) (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

           (ii) Alternate I (NOV 2016) of [52.219-9](#).

           (iii) Alternate II (NOV 2016) of [52.219-9](#).

           (iv) Alternate III (JUN 2020) of [52.219-9](#).

           (v) Alternate IV (SEP 2021) of [52.219-9](#).

       (20) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

           (ii) Alternate I (MAR 2020) of [52.219-13](#).

X   (21) [52.219-14](#), **Limitations on Subcontracting (SEP 2021 (DEVIATION SEP 2021))** ([15 U.S.C. 637s](#)).

       (22) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

       (23) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

  X   (24) (i) [52.219-28](#), **Post Award Small Business Program Rerepresentation (MAR 2023)** ([15 U.S.C. 632\(a\)\(2\)](#)).

       (ii) Alternate I (MAR 2020) of [52.219-28](#).

       (25) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

       (26) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

       (27) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

       (28) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

  X   (29) [52.222-3](#), **Convict Labor (JUN 2003) (E.O.11755)**.

       (30) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

  X   (31) [52.222-21](#), **Prohibition of Segregated Facilities (APR 2015)**.

  X   (32) (i) [52.222-26](#), **Equal Opportunity (SEP 2016) (E.O.11246)**.

       (ii) Alternate I (FEB 1999) of [52.222-26](#).

  X   (33) (i) [52.222-35](#), **Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#))**.

       (ii) Alternate I (JUL 2014) of [52.222-35](#).

  X   (34) (i) [52.222-36](#), **Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#))**.

       (ii) Alternate I (JUL 2014) of [52.222-36](#).

  X   (35) [52.222-37](#), **Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#))**.

  X   (36) [52.222-40](#), **Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)**.

  X   (37) (i) [52.222-50](#), **Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627)**.

\_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

**X (38) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)**

\_\_\_ (39) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (40) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (41) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (42) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_ (43) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (44) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

\_\_\_ (45) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).

**X (46) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).**

\_\_\_ (47) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (48) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

**X (49) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).**

\_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_\_ (50) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).

\_\_\_ (51) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [1](#)

[9 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (JAN 2021) of [52.225-3](#).

\_\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).

\_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_\_ (52) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

**\_\_X\_ (53) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

\_\_\_ (54) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).

\_\_\_ (55) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (56) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (57) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_ (58) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (59) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

**\_\_X\_ (60) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).**

\_\_\_ (61) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (62) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

**\_\_X\_ (63) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).**

\_\_\_ (64) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (65) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(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 subpart [4.7](#), Contractor Records Retention, of the 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 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(xiv) (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( [41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **six (6) months**. The Contracting Officer may exercise the option by written notice to the Contractor within **five (5) days** of end of current contract period of performance.

Inclusion of FAR clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government as outlined at FAR 37.111, Extension of Services. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise.

(End of clause)

**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 **fifteen (15) days** of the current expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) 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 **three (3) years**.

(End of clause)

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

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

**(To Be Designated by Letter Upon Award)**

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

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

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or

conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

**CAR 1352.206-77 Ceiling Price (APR 2010) (Applicable to T&M Line Items)**

The ceiling price of this contract is **TO BE DETERMINED AT AWARD**. The contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the contractor's own risk.

(End of clause)

**CAR 1352.219-72 Notification of Competition Limited to Eligible 8(a) Concerns, Alternate III (Deviation) (APR 2010)**

- a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offers –
  - 1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - 2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- c) Any award resulting from this solicitation shall be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- d)
  - 1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
  - 2) \_\_\_\_\_ [insert name of contractor] will notify the  
\_\_\_\_\_ [insert name of contracting agency] Contracting Officer in

writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**CAR 1352.228-70 Insurance Coverage (APR 2010)**

(a) *Workers Compensation and Employer's Liability.* The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) *General liability.*

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of N/A.

(c) *Automobile liability.* The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) *Aircraft public and passenger liability.* When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) *Vessel liability.* When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

**CAR 1352.228-72 Deductibles Under Required Insurance Coverage - Fixed Price (APR 2010)**

When the Government is injured, wholly or partially as a result of the contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the contractor the full amount of any such injury

attributable to the contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the contractor.

(End of clause)

**CAR 1352.237-74 Progress Reports (APR 2010)**

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

(End of clause)

**CAR 1352.246-70 Place of Acceptance (APR 2010)**

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

(b) The place of acceptance will be:  
Alaska Regional Office  
P.O. Box 21668  
709 W. 9th St., Rm 420  
Juneau AK 99802-1668

(End of clause)

**CAR 1352.270-70 Period of Performance (APR 2010)**

(a) The base period of performance of this contract is from October 1, 2023 to September 30, 2024. 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:

Period	Start Date	End Date
Option I	October 1, 2024	September 30, 2025
Option II	October 1, 2025	September 30, 2026

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

(End of clause)

**NAM 1330-52.270-304 NOAA Acquisition and Grants Office Ombudsman (OCT 2016)**

(a) The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting
3. Identify constraints in transparency

(b) The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

(c) Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

- (d) There are several constraints to the scope of the AGO Ombudsman's authority, for instance:
1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).
  2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
  3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
  4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
  5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
  6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
  7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

(e) After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable Federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

(f) The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

(g) Questions regarding items (a) through (f) within this language shall be directed to NOAA AGO Ombudsman, at [ago.ombudsman@noaa.gov](mailto:ago.ombudsman@noaa.gov).

(End of Solicitation and Contract Language)

**NAM 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 quoters 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)

**NAM 1330-52.208-70 Subcontracting With AbilityOne Nonprofit Organizations (DEC 2022)**

NOAA recognizes and appreciates the value and talent that people with disabilities bring to our workplaces. The Committee for Purchase From People Who Are Blind or Severely Disabled (AbilityOne Program) is one of the United States' largest sources of employment for people who are blind or have significant disabilities, employing more than 40,000 individuals, including approximately 2,500 veterans. Approximately 450 nonprofit organizations employ these individuals who provide quality products and services to the Federal Government totaling nearly

\$4 billion each year. Contracting with AbilityOne nonprofit organizations provides veterans and individuals who are blind or have significant disabilities more opportunities to work, lead independent lives, serve in their communities, and contribute to the strength of our Nation's economy.

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

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

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

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

- a) Solicitation number
- b) Copy of the performance work statement or scope of work
- c) Identification of work that will be set aside for AbilityOne
- d) Estimated annual value of work for AbilityOne
- e) Prime contractor point of contact email address, phone number, name, and title

(End of solicitation and contract language)

**NAM 1330-52.215-70 Schedule of Deliverables (SEP 2005)**

Following is a schedule of deliverables, including administrative deliverables, required during the period of performance of this contract. Any deliverables, enrollments, or notifications required by clauses and contract language incorporated into the contract apply, regardless of inclusion or exclusion from the below list:

<b>Deliverable</b>	<b>Frequency</b>	<b>Number of Copies</b>	<b>Medium/Format</b>	<b>Submit to</b>	<b>Reference</b>
<b>NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy</b>	Completion within 30 days of contract award, notification within 10 days of completion	1	MS Word / .PDF	COR, CS and CO	NAM 1330-52.222-70 (MAY 2018)
<b>Post Award Conference</b>	Per arrangement between COR and contractor within 10 days of award	1	Virtual Meeting	COR, CS, and CO	N/A
<b>Invoice</b>	On the 10 <sup>th</sup> of each month	1	MS Word/.PDF	COR and CS	NAM 1330-52.232-72 (FEB 2023))
<b>Monthly Progress Report</b>	Monthly, submitted with invoice	1	MS Word/.PDF	COR, CS, and CO	CAR 1352.237-74
<b>Insurance Coverage</b>	Within 30 days of contract award	1	MS Word/.PDF	COR and CS	CAR 1352.228-70
<b>IT Security Training</b>	Within 30 days of contract award	1	MS Word/.PDF	COR and CS	CAR 1352.239-72

(End of Solicitation and Contract Language)

**NAM 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 Contracting Officer's Representative (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.

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

- i. 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:  
[http://www.ago.noaa.gov/quicklinks/harassment\\_training.html](http://www.ago.noaa.gov/quicklinks/harassment_training.html). 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.
- ii. 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.
- iii. 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.
- iv. 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.

5. 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: <http://NOAASASHHelpline.org>
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

*(d) Confidentiality.*

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

*(e) Remedies.*

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

1. Requiring the Contractor to remove a contractor employee or employees from the performance of the contract;
2. Requiring the Contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
5. Suspension or debarment; or
6. Other appropriate action.

(End of Solicitation and Contract Language)

**NAM 1330-52.232-70 NOAA Limitation of Funds on Time-and-Materials and Labor-Hour Contracts (MAY 2015) Applicable to T&M line items only**

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

(a) The parties estimate that performance of this contract will not cost the Government more

than the ceiling amount specified in the contract. The contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

- (b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The contractor shall notify the contracting officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85% of the total funded amount so far allotted to the contract by the Government. The notice shall state the additional funds required to continue performance for the period specified in the Schedule.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this solicitation and contract language – 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 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)

**NAM 1330-52.232-72 NOAA Transition to the Invoice Processing Platform Electronic Invoicing System (FEB 2023)**

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor

must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

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

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

(End of Solicitation and Contract Language)

**NAM 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:

1. Included in NOAA's locator, and
2. 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)

**NAM 1330-52.237-71 NOAA Government-Contractor Relations – Non-Personal Services (SEP 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 judgement and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgement 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)

**NAM 1330-52.237-72 Contractor Access to NOAA Facilities (SEP 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 contracting officer's Representative (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](http://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 72 hours before access to the NOAA facility is needed.

(End of Solicitation and Contract language)

## **Travel**

Travel to other government facilities or other contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the Government and is on a strictly reimbursable basis in accordance with FAR 52.212-4 Alt 1. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs (subject to local policy & procedures).

Travel will be reimbursed in accordance with the applicable rates on the date of travel, cited in the most current version of the General Services Administration's (GSA) Federal Travel Regulations (FTR) rates.

In the event an exceptional circumstance arises during performance of this contract and leads to non-availability at FTR's respective Government per-diem rates, the Government may provide approval for reimbursement above FTR rates.

**Applicability of Service Contract Labor Standards**

The Service Contract Act of 1965, now codified at 41 U.S.C. chapter 67, Service Contract Labor Standards, are not applicable to this call order as the labor categories are considered professional employees that require specialized knowledge and level of proficiency and are determined to be exempt per 29 CFR § 541.4.

**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses or 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulations (FAR) Clauses:  
<https://www.acquisition.gov/browse/index/far>
- Department of Commerce Acquisition Regulations (CAR) Clauses:  
<https://www.acquisition.gov/car>

**The following Clauses are incorporated by reference:**

<b><u>Clause Number</u></b>	<b><u>Clause Title &amp; Version</u></b>
FAR 52.202-1	Definitions (JUN 2020)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (DEC 2022) Contract Terms and Conditions – Commercial Products and Commercial Services (DEVIATION 2017-02) (AUG 2017) (r) 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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American, and 41 U.S.C. chapter 21 relating to procurement integrity
FAR 52.212-4, Alt I	Contract Terms and Conditions—Commercial Products and Commercial Services, Alternate I (NOV 2021)(Applicable to T&M Line Items) Alternate I (e)(iii)(D): No subcontracts for services are to be excluded from the hourly rates as prescribed in the schedule. Alternate I (i)(1)(ii)(D)(1): 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: <b>Travel and ODCs.</b> Alternate I (i)(1)(ii)(D)(2): 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: <b>\$0. No fixed price reimbursement for indirect costs will be provided</b>
FAR 52.227-14	Rights in Data-General (MAY 2014)
FAR 52.233-3	Protest after Award (AUG 1996)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (MAR 2023)

FAR 52.252-6	Authorized Deviations in Clauses (NOV 2020)
CAR 1352.201-70	Contracting Officer's Authority (APR 2010)
CAR 1352.208-70	Restrictions on printing and duplicating (APR 2010)
CAR 1352.209-72	Restrictions against disclosure (APR 2010)
CAR 1352.209-73	Compliance with the Laws (APR 2010)
CAR 1352.227-70	Rights in Data, Assignment of Copyright (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)

**SECTION D – List of Attachments**

Attachment A – Pricing Schedule

Attachment B – Performance Work Statement (PWS)

Attachment C – Past Performance Questionnaire

Attachment D – Alternative Pricing Schedule

## **SECTION E – Solicitation Provisions**

### **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

b) Prohibition.

- A. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
  - i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- B. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that

uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- d) Representation. The Offeror represents that—
  - A. It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
  - B. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
    - i. It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- e) Disclosures.
  1. Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
    - A. For covered equipment—

The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
    - B. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - C. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
      - i. For covered services—
  - A. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

- B. If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
2. Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- i. For covered equipment—
    - A. The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
    - B. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - C. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - ii. For covered services—
    - A. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
    - B. If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## **ADDENDUM FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)**

### **PROPOSAL SUBMISSION INSTRUCTIONS**

**Due Date:** Offerors shall submit Phase I proposals no later than **June 23, 2023 at 2:00 PM Mountain Time**.

- Proposals shall be submitted electronically via e-mail to Alexandra Reed at alexandra.reed@noaa.gov with a copy to Hillary Stansfield at hillary.stansfield@noaa.gov. Reference the RFP number in the subject line. The volumes shall be submitted in two (2) separate files in the same e-mail. All proposals shall be submitted to the e-mail addresses referenced herein.
- The Government reserves the right not to provide a response for any question received after the date and time stated above. If, however, the Contracting Officer determines that

a request cites an issue of significant importance, the Government will provide a written response to all offerors via an amendment.

- It is the offeror's sole responsibility to ensure that any proposal, to include any other e-mail correspondence, is transmitted to the specified Government representative(s) and received prior to the due date specified herein. Offerors are highly encouraged to contact the RFP's specified Government representative(s) prior to the due date to ensure the Government receipt of the transmitted proposal and to ensure proposal eligibility. Proposals received after the date and time specified in the RFP may render it ineligible for consideration or evaluation.
- Offerors who are **not** designated as 8(a) certified **shall not** be eligible to participate in this RFP.

### **DELIVERY OF DOCUMENTS**

Emailed proposals shall be received in a supported searchable Adobe PDF or Microsoft Office file format. These formats are the only acceptable methods of submitting a proposal electronically. Zip Files, Cloud storage providers, google docs, web based drop boxes, OneNote/OneDrive, URLs, web-based format, or any other virtual/web-based memory service are NOT acceptable methods of submitting a proposal electronically. Only Attachment A – Pricing Schedule and Attachment D – Alternative Pricing Schedule may be submitted utilizing Microsoft Office Excel.

All documents must be attached in one (1) email. When responding, please include “1305M323RNFFS0010” in the subject line. In order for your proposal to be considered timely, all required documents shall be received prior to the due date and time. If all required documents are not received your proposal will not be considered.

For Phase I, the offeror shall submit Phase 1 Factors 1 and 2 as one (1) volume titled “Volume 1”.

For Phase II, the offeror shall submit Phase 2 Factors 3 and 4 as one (1) volume titled “Volume 2” and Factor 5 as one (1) volume titled “Volume 3”.

Failure to participate in Phase I of the RFP precludes further consideration of an offeror and renders them ineligible for award. Submissions will not be accepted from offerors who have not submitted the Phase I proposal by the due date and time stated in this RFP. Finally, an offeror's decision not to participate in Phase II of the procurement precludes further consideration of an offeror and renders them ineligible for award.

### **CONTENT REQUIREMENTS**

The Cover Letter shall indicate the proposal is valid for 180 days after the RFP closing date.

Electronic copies shall include all information required for evaluation, excluding any reference to price. A “page” is defined as a typed page of the proposal, i.e., one (1) 8.5 x 11 sheet of paper with typing on one (1) side single spaced is considered a page. The following are excluded from the page count: (1) Cover Page; (2) Cover Letter (maximum one page); (3) Table of Contents; (4) List of Tables and Figures; (5) Graphics; (6) Abbreviations and Acronyms, if any; (7) Exceptions and Deviations; (8) Representations and Certifications; (9) Attachment A – Pricing Schedule and Attachment D – Alternative Pricing Schedule; and (10) Attachment C – Past Performance Questionnaire. Pages submitted above the page count will not be read and excluded from evaluation. Each page shall be separately numbered. Font type shall be Times New Roman size 12 point. No substitutions of font type will be allowed, except as expressly identified herein. No reduction of font size will be allowed in the proposal. Graphics (including tables) in the proposal may use size 10-point Times New Roman font. Graphics will be excluded from the page limit. Costly, complex presentations are neither required nor desired. No columnar or newspaper style grid (columns) pages will be allowed. Proposed price information shall be excluded from the Non-Price factors 1, 2, 3, and 4.

The Factors that will be utilized are as follows:

- Phase I, Factor 1: Corporate Experience
- Phase I, Factor 2: Technical Approach
- Phase II, Factor 3: Past Performance
- Phase II, Factor 4: Management & Staffing Approach
- Phase II, Factor 5: Price

The following table summarizes the Phase I and Phase II Factors, page limits, and submission timelines:

Phase	Factors	Not to Exceed Page Limits
<b>Phase I</b>	Factor 1: Corporate Experience Factor 2: Technical Approach	15 pages
<b>Phase I Submission Timeline: 06/12/2023 – 06/23/2023*</b>		
<b>Advisory Notice: Expected two weeks after Phase I Submission Deadline</b>		
<b>Phase II</b>	Factor 3: Past Performance Factor 4: Management & Staffing Approach Factor 5: Price (no page limitation)	14 pages (Factor 5 Price, Attachment A – Pricing Schedule, Attachment D – Alternative Pricing Schedule, and Attachment C – Past Performance Questionnaire excluded from page limit)
<b>Phase II Submission Timeline: 07/10/2023 – 07/17/2023*</b>		
<b>Award Decision: On or about 08/25/2023*</b>		

*\*Dates may be subject to change at the discretion of the Government. Any changes will be communicated to appropriate parties.*

**The Phase I submission shall consist of:**

**Factor 1: Corporate Experience**

Relevant corporate experience is performance under contracts or efforts within the past three (3) years prior to the RFP closing date and demonstrated at least one (1) year of completed performance that is the same as or similar to, the size and scope of the work described by this RFP. For purposes of this RFP, a contract is defined as a purchase order, a contract, a single task order or call order placed under an ID/IQ contract, a Blanket Purchase Agreement (BPA), or a Federal Supply Schedule. The Government reserves the right to not consider multiple delivery orders, call orders, task orders, and/or technical direction letters that are combined to be used as one (1) past performance.

The offeror should demonstrate experience for staffing and hiring the Alaska area or provide a detailed plan for how they plan to hire within the Alaska Region. The Government's preferred corporate experience will demonstrate the offeror has staffed and hired in the Alaska region in the past or demonstrate an understanding of and methodology associated with the unique challenge involved with staffing in the Alaska Region.

Offerors shall detail how their Corporate Experience qualifies them to perform the contract requirements and how it is relevant to the requirements identified in the PWS, by demonstrating knowledge and understanding of the software, applications, and/or platforms identified in the PWS or similarly related systems. Additionally, preferred corporate experience should demonstrate experience with fisheries monitoring software systems and experience with or knowledge of NMFS processes and systems that include the following:

- Javascript and Google Cloud Applications
- Ability to secure systems
- Compliance with NOAA IT requirements
- Maintain System Security Profiles with scaling and/or expanding system capabilities
- Security requirement outlined by the Department of Commerce IT Security Program Policy and Minimum Implementation Standards found at (<https://connection.commerce.gov/collection/it-security-policy-and-fisma-reporting-program>), and NOAA security policies (found at <https://www.csp.noaa.gov/policies/>).

**Factor 2: Technical Approach**

The offeror shall demonstrate a comprehensive approach to perform the overall objectives and requirements of the PWS, a thorough description of the approach that will be implemented to achieve these objectives and requirements, and a description of how the approach will allow for scalability, efficiency, and reusability.

The offeror shall demonstrate innovative techniques with industry standard (for example, providing multiple development methods for continuous integration and testing, or other innovative techniques the the offeror plans to use to generate better results, cost savings, or other value added benefits to the Government) that comply with industry standards that result in innovative efficiencies.

### **ADVISORY NOTICE**

After the Government completes evaluation of the Phase I submission (Factors 1 and 2), offerors will receive an advisory notification via email from the Contracting Officer. The notification will advise the offerors of the Government's advisory recommendation to proceed or not to proceed with Phase II submission. Offerors who are rated most highly for Factors 1 will be advised to proceed to Phase II of the proposal submission process. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation. The intent of this advisory notice is to minimize development and other costs for those offerors who are not deemed to have the most highly rated technical approaches. Offerors should note that Phase I evaluation criteria are more important than Phase II evaluation criteria.

The Government intends to provide no more than five (5) offerors with an advisory notice to proceed. However, the Government's advice will be a recommendation only and those offerors who are advised not to proceed may elect to continue their participation in the procurement. Those offerors that received advisory notification not to proceed to Phase II, but regardless choose to proceed to Phase II, shall send an email to the Contracting Officer no later than one (1) business day after receipt of the advisory notice, indicating its intent to participate in Phase II.

Advisory notices will be sent out on or about two (2) weeks after Phase I submission due date, unless otherwise notified. During Phase II, offerors shall not submit revisions to their Phase I proposal, only Factors 3, 4, and 5 will be accepted. If offerors send any updates to previous factors from Phase I during Phase II, those proposal elements will not be evaluated.

**Phase II proposals will NOT be accepted by the Government in conjunction with Phase I proposals and shall be submitted during the Phase II advisory process.**

### **Phase II submission shall consist of:**

#### **Factor 3: Past Performance**

The offeror shall demonstrate recent and relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts within the past three (3) years prior to the RFP closing date and demonstrated at least one (1) year of completed performance that is the same as or similar to, the size and scope of the work described by this RFP.

To demonstrate its past performance, the offeror shall identify up to three (3) of its most relevant contracts. Offerors shall provide a detailed explanation demonstrating the

relevance of the contracts to the requirements of the RFP. For purposes of this RFP, a contract is defined as a purchase order, a contract, a single task order or call order placed under an IDIQ contract, a Blanket Purchase Agreement (BPA), or a Federal Supply Schedule. The Government reserves the right to not consider multiple delivery orders, call orders, task orders, and/or technical direction letters that are combined to be used as one (1) past performance. Past performance for a base IDIQ/ BPA/ and Blanket Ordering Agreement (BOA) will not be considered for evaluation.

The following minimum information shall be provided within contractor submitted references:

- Contract Number/Order Number
- Date of Contract Award
- Name and Address of the Government Agency or Commercial Entity
- Contract Type
- Total Contract Cost
- Period of Performance
- Description of Work
- Valid name, phone number and e-mail address of Contracting Officer, Contracting Officer's Representative or Prime Contractor (if company was subcontracted).
- In the description of work, proposals should provide a detailed explanation demonstrating the similarity of the contract, in terms of scope and size to the requirements of the solicitation for purposes of the relevancy review. Additionally, offerors should provide a brief description of work performed and results achieved; description of the methodology, tools, and processes utilized.

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

1. If proposed subcontractor/partner/teaming arrangement past performance is provided as part of the three (3) of its most relevant contracts or efforts then the type of work to be completed by the proposed subcontractor on this solicitation requirement must be stated. The offeror's submittal shall clearly detail the aspects of the work in the solicitation that the subcontractor is proposed to perform. A Past Performance example which does not clearly detail the aspects of the work in the solicitation that the subcontractor/partner/teaming arrangement is proposed to perform will not be evaluated.
2. If the prime offeror or intended subcontractor/partner/teaming arrangement submits a past performance example in which it served as a subcontractor, the prime/sub/partner shall clearly detail the work that it performed and the size (dollar value) of that subcontracted work only. A Past Performance example that

does not differentiate between the overall contract effort and the subcontractor effort will not be evaluated.

In addition to the information requested above, offerors shall complete Blocks 1 through 4 on Page 1 of Attachment C, Past Performance Questionnaire if a Contractor Performance Assessment Reporting System (CPARS) has NOT been completed within three (3) years of the completion of performance for the past performance reference.

The offeror shall send Attachment C, Past Performance Questionnaire, to those Government and commercial activities provided by the offeror in their submission and the activities must e-mail the completed survey form directly to

Alexandra.reed@noaa.gov and Hillary.stansfield@noaa.gov.

If a CPARS is completed within three (3) years of the completion of the period of performance then the offeror shall not send the Attachment C, Past Performance Questionnaire to those Government and commercial activities. If Attachment C, Past Performance Questionnaire is required and not received by the Contract Specialist (CS) and Contracting Officer (CO) by the date of the proposal submission, then the CS and CO will send Attachment C, Past Performance Questionnaire to those Government and commercial activities provided by the offeror.

The Government reserves the right to consider past performance report forms received after the due date of the RFP and to contact references for verification or additional information. Offerors are cautioned that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. This information may include CPARS reports or past performance information from any source.

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

#### **Factor 4: Management & Staffing Approach**

The offeror shall demonstrate a management approach with an effective strategy for communicating with all stakeholders, including the offeror's teaming partners (if any), offeror personnel, and Government representatives. The management approach shall also address the offeror's ability, plan, and/or strategy for filling vacancies during the life of the contract and mitigation of risks associated with employee turnover. The offeror shall address their approach for continuity of services during a vacancy and until a new employee is on boarded considering at least 6 weeks will be needed to get through security. The management approach shall demonstrate a sound approach that exhibits an offeror's ability to provide uninterrupted high-quality work. Historically, it has been difficult to hire personnel in the Alaska region. The staffing approach shall demonstrate the offeror's place for staffing personnel in Alaska for Task 3 in the PWS.

### **AbilityOne:**

Consistent with Government's commitment to providing employment opportunities for those with disabilities, the offeror is encouraged to independently partner with the National Industries for the Blind and Source America Central Nonprofit Agencies under the AbilityOne Program ([www.abilityone.gov](http://www.abilityone.gov)) in identifying subcontracting opportunities for this requirement and using qualified AbilityOne contractors. Each offer must describe their proposed use of the AbilityOne program, describe how they will effectively utilize AbilityOne contractors, and provide their anticipated goals for this requirement. A list of AbilityOne products and services listed by North American Industry Classification System codes and descriptions, and Product Service Codes is available at <https://www.abilityone.gov/labor.html>.

### **Factor 5: Price**

The price proposal shall be submitted separately using both the Pricing Template (Attachment A – Pricing Schedule or Attachment D – Alternative Pricing Schedule) and the completed SF1449 and SF1449 continuation page.

#### Attachment A - Pricing Schedule Template

The offeror shall use Attachment A - Pricing Schedule if the offeror is utilizing the Government's proposed labor mix, level of effort, and pricing arrangements (FFP/T&M). The proposed pricing schedule must be congruent to Factor 2 Technical Approach.

- The labor category hourly rates shall not extend beyond two (2) decimal places to the right (i.e. \$0.00) in excel Pricing Template Attachment B – Pricing Schedule.
- The offeror shall include the unit price per hour and the total amount for each corresponding labor category
- All formulas, lookup tables, and links should be intact, and no links shall exist to files not included with the submission. Spreadsheets shall not contain hidden worksheets. Adobe PDF or flat files will not be considered adequate.
- The Attachment A - Pricing Schedule shall be completed in its entirety and submitted in Excel format without password protection or as read-only.

#### Attachment D - Alternative Pricing Schedule Template (OPTIONAL)

The offeror may at their discretion choose to add additional labor categories and choose different pricing arrangements (FFP versus T&M). The proposed alternative pricing schedule must be congruent to Factor 2 Technical Approach. If the offeror elects to include additional labor categories and/or proposal different pricing arrangements (FFP versus T&M) then the offeror shall complete the blank Pricing Template (Attachment D - Alternative Pricing Schedule).

- The labor category hourly rates shall not extend beyond two (2) decimal places to the right (i.e. \$0.00) in excel Pricing Template Attachment B – Pricing Schedule.
- The offeror shall include the unit price per hour and the total amount for each corresponding labor category
- All formulas, lookup tables, and links should be intact, and no links shall exist to files not included with the submission. Spreadsheets shall not contain hidden worksheets. Adobe PDF or flat files will not be considered adequate.
- The Attachment D – Alternative Pricing Schedule shall be completed in its entirety and submitted in Excel format without password protection or as read-only.

The offeror shall provide a completed SF1449, along with acknowledgment of any solicitation amendments. If the offeror's Attachment A – Pricing Schedule submission or Attachment D – Alternative Pricing Schedule and SF1449 contain conflicting or inconsistent information, the SF1449 pricing shall be used for evaluation.

(End of addendum)

## **ADDENDUM FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

### **BASIS FOR AWARD**

The Government intends to award a contract as a result of this RFP in accordance with FAR Part 12 and FAR Part 15 to the responsible offeror whose proposal, conforming to the RFP, offers the best value to the Government, price and other factors considered. The evaluation will employ a two (2) phase selection process. The factors in Phase I (Factors 1 and 2) are more important than the factors in Phase II (Factors 3 and 4). All non-price factors in Phase I and Phase II, when combined, are significantly more important than Factor 5 – Price. The Government will utilize a cumulative assessment of the confidence ratings received from the two (2) phases to form the basis of award. As the non-price merits of offerors proposals approach equal, Factor 5 may become more important in the best value trade-off decision. Offerors are advised that the award may not necessarily be made to the lowest priced proposal. The Government reserves the right not to award to the highest-rated submission if the perceived benefits do not merit the higher price.

Evaluations will be based solely on the information in the proposal. Therefore, the offeror's initial proposal shall contain the offeror's best terms.

The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds. Furthermore, the Government may waive informalities and minor irregularities or omissions in proposals received.

The Government intends to award without discussions or negotiations; however, the Government may conduct clarifications or negotiations if determined necessary and in the best interest of the Government. The Government may make award to other than the lowest-priced offeror or the

offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.

Both Phase I and Phase II evaluation factors will be evaluated using the confidence ratings identified in Table 1 below, with the exception of Factor 3 – Past Performance and Factor 5 - Price. The evaluation factors will measure the Government’s confidence that the offeror understands the requirement, offers a sound approach, and will be successful in performing the contract. The Government will assess its level of confidence based on Factors 1, 2, and 4. The evaluation of each factor (except past performance and price) will be done holistically with a rating scale of “high confidence”, “some confidence”, and “low confidence” (see Table 1 below):

<b>Table 1 – Confidence Ratings</b>	
<b>High Confidence</b>	The Government has <i>high confidence</i> that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with <i>little or no</i> Government intervention.
<b>Some Confidence</b>	The Government has <i>some confidence</i> that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with <i>some</i> Government intervention.
<b>Low Confidence</b>	The Government has <i>low confidence</i> that the offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract <i>even with</i> Government intervention

Additionally, the following scale will be used to evaluate offeror’s Factor 3 – Past Performance based on the level of expectation for successful performance:

<b>Table 2: Past Performance Rating Descriptions</b>	
<b>Rating</b>	<b>Description</b>
Outstanding	Based on the offeror’s recent/relevant past performance information, the Government has a high expectation that the offeror will successfully perform the required effort.
Good	Based on the offeror’s recent/relevant performance record, the Government has an above average expectation that the offeror will successfully perform the required effort.
Acceptable	Based on the offeror’s recent/relevant performance record, the Government has a reasonable positive expectation that the offeror will successfully perform the required effort.
Marginal	Based on the offeror’s recent/relevant performance record, the Government has a lower expectation that the offeror will successfully perform the required effort.
Unacceptable	Based on the offeror’s recent/relevant performance record, the Government has a very low expectation that the offeror will be able to successfully perform the required effort.

Neutral	No recent/relevant performance record is available or the offeror's performance record is so sparse that a past performance rating cannot be assigned.
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The proposal will be evaluated on the criteria listed below:

### **Phase I, Factor 1: Corporate Experience**

The offeror's corporate experience will be evaluated to assess the Government's level of confidence of its demonstrated experience of the NMFS systems, software, applications, and/or platforms identified in the PWS or similarly related systems.

Corporate Experience references are not required or desired. Any references submitted will not be contacted or evaluated.

### **Phase I, Factor 2: Technical Approach**

The offeror's overall technical approach will be evaluated to assess the Government's level of confidence of the offeror's understanding of, approach to, and ability to successfully perform the requirements.

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### **Phase II, Factor 3: Past Performance**

The offeror's past performance will be evaluated to determine recency, relevancy based on the size and scope of the PWS, and the quality of work performed. Offerors without a record of relevant past performance or for whom information on past performance is not available will be given a neutral rating.

### **Phase II, Factor 4: Management & Staffing Approach**

The Government will evaluate proposals to ensure a sound management approach and an understanding of the contract requirements. The offeror's overall management and staffing approach will be evaluated to assess the Government's level of confidence in the offeror's understanding of, approach to, and ability to successfully accomplish the requirements.

### **AbilityOne (not scored):**

There are no mandatory contractual requirements to subcontract with AbilityOne. The Government encourages the prime contractor to provide subcontracting opportunities to AbilityOne contractors. The Government will review the Offeror's proposed plan for using AbilityOne contractors and will consider the extent to which qualified AbilityOne contractors are proposed to perform aspects of the requirement, including work associated with the functional requirements of the PWS.

### **Phase II, Factor 5: Price**

The Government will establish a Total Evaluated Price (TEP) based on a completed Attachment A - Price Schedule or Attachment D – Alternative Pricing Schedule (to be sent by the Contracting Officer (CO) after offeror confirmation of intent to proceed with Phase II). The TEP will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques.

Price that does not align to the offeror's proposed Phase I, Factor 2 Technical Approach may indicate an inability to understand the requirements and therefore may be considered a high-risk approach to contract performance. The price proposal will not be given a confidence rating, but rates will be evaluated to ensure rates are fair and reasonable.

Calculation of FAR Clause 52.217-8 (NOV 1999) will be evaluated by dividing the total proposed price by thirty-six (36) months, multiplying that value by six (6) months, and adding that value to the total proposed price such that the TEP will be the base period and all option periods plus six (6) months of the average monthly price. The Government may determine that a proposal is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of addendum)

#### **FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran;and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

- (i) 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
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); 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 paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*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.

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered

or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [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 small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [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 business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

- (i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).*  
[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) ☐ 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 Federal, state or local government 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;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

(B) *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) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

*(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

*(1) Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

Listed End Product	Listed Countries of Origin
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (See OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that–

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative

or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

*(End of Provision)*

#### **FAR 52.233-2 Service of Protest (SEPT 2006)**

- a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hillary Stansfield  
Contracting Officer, Western Acquisition Division  
U.S. Department of Commerce/NOAA  
325 Broadway, SOU6  
Boulder, CO 80305

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

*(End of provision)*

#### **CAR 1352.215-72 Inquiries**

Offerors must submit all questions concerning this solicitation in writing to:

Name: Alexandra Reed  
Position: Contract Specialist  
E-mail address: [Alexandra.Reed@NOAA.gov](mailto:Alexandra.Reed@NOAA.gov).

Name: Hillary Stansfield  
Position: Contracting Officer  
E-mail address: [Hillary.Stansfield@NOAA.gov](mailto:Hillary.Stansfield@NOAA.gov).

Questions should be received no later than **June 15, 2023 at 3:00 PM Mountain Time**. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(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 at a level above the Contracting Officer shall be sent to the following address:

Hillary Stansfield  
Contracting Officer, Western Acquisition Division  
U.S. Department of Commerce/NOAA  
325 Broadway, SOU6  
Boulder, CO 80305

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

Matthew Cogossi  
Branch Chief, Western Acquisition Division  
U.S. Department of Commerce/NOAA  
325 Broadway, DSRC  
Boulder, CO 80305

(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 provision)

**CAR 1352.233-71 GAO and Court of Federal Claims Protests (APR 2010)**

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

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

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

(End of provision)

**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 address:

<https://www.acquisition.gov/browse/index/far>.

**The following Provisions are incorporated by reference:**

<b><u>Provision Number</u></b>	<b><u>Provision Title</u></b>
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.204-17	Ownership or Control of Offeror (AUG 2020)
FAR 52.204-22	Alternative Line Item Proposal (JAN 2017)
FAR 52.209-12	Certification Regarding Tax Matters (OCT 2020)
FAR 52.212-1	Instructions to Offerors—Commercial Products and Commercial Services (MAR 2023)
FAR 52.212-2	Evaluation—Commercial Products and Commercial Services (NOV 2021)
FAR 52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition (NOV 2021) (Applicable to T&M Line Items)
FAR 52.217-5	Evaluation of Options (JUL 1990)
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)
FAR 52.252-5	Authorized Deviations in Provisions (NOV 2020)

(End of provision)