

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 27 PAGES	
1. REQUEST NUMBER 1333MF26Q0099		2. DATE ISSUED 09/01/2026		3. REQUISITION/PURCHASE REQUEST NUMBER 143031-26-0103	
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING			
5a. ISSUED BY NMFS Field Delegates 601 EAST 12TH STREET SUITE 1746 KANSAS CITY MO 64106				6. DELIVER BY (Date) 02/15/2028	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)	
NAME HEATHER MAHLE		TELEPHONE NUMBER AREA CODE NUMBER		9. DESTINATION	
8. TO:				a. NAME OF CONSIGNEE NOAA/NMFS/OFF HABITAT CONSERV	
a. NAME		b. COMPANY		b. STREET ADDRESS 1315 EAST WEST HIGHWAY 14TH FLOOR	
c. STREET ADDRESS				c. CITY SILVER SPRING	
d. CITY		e. STATE		f. ZIP CODE	
		MD		20910	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/08/2026 1600 ED		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	NOTICE: THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A CONFIRMATION OF THE QUOTE RECEIPT. UNIQUE ENTITY ID _____ CAGE CODE _____ OFFEROR MAY SUBMIT THE QUOTE ON THIS SF-18 FORM OR THEIR OWN COMPANY FORM. VENDOR DATA MANAGMENT PLAN SHOULD ACCOMPANY YOUR QUOTE. QUOTES WILL BE EVALUATED BASED ON (RFO Continued...)				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations ☐ are ☐ are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
				NUMBER	

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	52.212-2) IN ATTACHED CLAUSES & PROVISIONS. VENDORS WHO DO NOT PROVIDE ALL EVALUATION CRITERIA WILL NOT BE ACCEPTED. THE OFFEROR MUST BE CURRENTLY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO BE ELIGIBLE FOR AN AWARD. QUOTES RECEIVED FROM CONTRACTORS WHO ARE NOT ACTIVE IN SAM WILL NOT BE CONSIDERED. SERVICES, NON-PERSONAL, TO PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS (UNLESS OTHERWISE PROVIDED HEREIN) NECESSARY TO PROVIDE DEEP CORAL REEF MONITORING PROGRAM SURVEY IN ACCORDANCE WITH THE STATEMENT OF WORK. Delivery: 02/15/2028	1	JA		

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1333MF26Q0099 BASE

Section III - Description/Specifications

SOW Statement of Work

National Oceanic and Atmospheric Administration (NOAA)
 NOAA FISHERIES/Southeast Fisheries Science Center (SEFSC)
 Atlantic and Caribbean Reef Fish (Population and Ecosystems Monitoring Division)
 Deep Coral Reef Monitoring Program Surveys
 26-482

I. Background/Overview:

The National Oceanic and Atmospheric Administration's (NOAA) Southeast Fisheries Science Center (SEFSC) conducts research on federally managed marine fisheries, protected species, and the habitats that support them. As part of the National Coral Reef Monitoring Program (NCRMP), the SEFSC conducts biennial surveys as part of a multi-agency effort to assess the U.S. Caribbean's shallow water (<30 m) fishes and corals. Coral reef habitat, fishes, and their associated fisheries extend beyond the seaward limit of the current survey to the edge of the insular shelf (~50 m). For this reason, NOAA's Office of Habitat Conservation and SEFSC developed a programmatic partnership, Deep Coral Reef Monitoring Program (DCRMP), that leverages current NCRMP surveys to immediately address a key data gap (i.e., coverage of mesophotic coral reefs). Combined, the NCRMP and DCRMP surveys will provide full coverage of the population range and size composition of fishery targeted reef fishes (>33 species) and the distribution of 8 ESA species on the insular shelf (0–50 m) in Puerto Rico, St. Thomas, and St. John. DCRMP surveys require technical diving and regional fish identification expertise to collect data in deeper waters (30–50 m) that is consistent with current NCRMP fish surveys. To ensure NCRMP and DCRMP data compatibility, divers must dive an open circuit setup which will require decompression dive profiles. The DCRMP dive team should have experience in scientific diving, reef fish surveys, a vessel, and appropriate dive and safety gear to perform these operations to American Academy of Underwater Sciences (AAUS) standards.

II. Scope of Work

The contractor shall provide comprehensive Deep Coral Reef Monitoring Program (DCRMP) reef fish survey data and associated habitat metadata from mesophotic depths (30 to 50 m) along the insular shelf in the U.S. Caribbean (Puerto Rico, St. Thomas, and St. John). The scope includes the collection, quality control, database entry, and delivery of compatible survey data to the SEFSC.

III. Tasks

Task 1 Data Standards: All data must meet the quality and compatibility standards of historical NCRMP and DCRMP datasets. This includes completing surveys using open circuit SCUBA diving for data compatibility.

Task 2 Safety Compliance: The contractor is solely responsible for ensuring that all diving operations and personnel adhere to American Academy of Underwater Sciences (AAUS) safety standards and all applicable regional safety protocols.

Task 3 Habitat Protection: Data collection must be conducted in a manner that ensures zero impact or damage to the benthic survey habitats. No anchoring is permitted on survey habitats, emergencies excluded.

Task 4 Survey Completion: The contractor shall complete 20 sites in Puerto Rico and 28 sites in St. Thomas/St. John, U.S. Virgin Islands. The contractor is responsible for ensuring that survey platforms are capable of precise navigation to and verification of randomly selected DCRMP survey sites.

Task 5 Scientific Integrity: To ensure data validity, data collection must not occur during known regional fish spawning aggregations or within restricted winter/early spring months (January through April).

Task 6 To ensure data validity, visual consistency, and compatibility with standard NCRMP protocols, all data collection operations must occur between 0800 and 1800.

Task 7 The contractor shall maintain operational familiarity with local emergency response frameworks and marine evacuation plans for the regional performance locations in Puerto Rico, St. Thomas, and St. John.

Task 8 DCRMP reef fish surveyors must be proficient in U.S. Caribbean reef fish identification.

Task 9 DCRMP reef fish surveyors must adhere to the provided survey protocol and shall take site photos including at least one standardized photo of the benthos.

Task 10 DCRMP fish surveys and boat logs must be entered into the SEFSC fish database (https://ncrmp-data-entry.fisheries.noaa.gov/ncrmp_data_entry/) within one month of survey completion.

Task 11 Each DCRMP surveyor must quality assurance, quality control (QAQC) their survey data within one month past the task 10 completion date.

Task 12 Site photos and original datasheets must be returned to the SEFSC data manager by February 15, 2028, and then SEFSC will archive these data with NOAA National Centers for Environmental Information (NCEI).

IV. Special Considerations

The NOAA Southeast Fisheries Science Center will work with the vendor to produce a final data product with comprehensive metadata that will be submitted to the NOAA National Centers for Environmental Information (NCEI), which will provide public access and permanent archiving within a year of project completion (<https://www.ncei.noaa.gov/metadata/geoportal>). The archive link will be included in all relevant peer-reviewed publications. Federal funding sources shall be acknowledged in all publications, and final pre-publication manuscripts will be submitted to the NOAA Institutional Repository located at <http://library.noaa.gov/repository> after acceptance. This is in accordance with the NOAA Administrative Order (NAO) 212-15: Management of Environmental Data and Information.

V. Period of Performance

Reef fish surveys are expected to occur between Award (September 2026) and December 31, 2026 and/or between May 1, 2027 and December 31, 2027. Scheduling will be dependent upon the contractor's schedule, but DCRMP surveys must align with the NCRMP sampling window, i.e., no sampling during winter and early spring months.

VI. Place of Performance

Mesophotic reefs from 30 to 50 m in Puerto Rico and St. Thomas/St. John, U.S. Virgin Islands. DCRMP survey locations will be randomly selected each year in conjunction with NCRMP using a stratified random survey design.

VII. Deliverable Schedule

1. Personnel Proficiency: Prior to data collection, the contractor shall attend a virtual NCRMP protocol training and verify that all personnel meet the proficiency standards required for U.S. Caribbean reef fish identification and NCRMP survey protocols.
2. Final Data Delivery: All completed, QAQCed survey data must be entered into the SEFSC fish database, and all original datasheets and site photos delivered to the SEFSC data manager, no later than February 15, 2028.

VIII. Government-Furnished Resources

The Government will not furnish any resources to the Contractor in support of this contract.

IX. SPECIAL REQUIREMENTS:

a. Applicable Standards

The contractor must obtain all appropriate research permits from the US Virgin Islands Department of Planning and Natural Resources and/or National Park Service as applicable.

The contractor shall maintain strict, mandatory compliance with USACE EM 385-1-1 (Section 30: Commercial Diving Operations) and OSHA standards (29 CFR 1910.420) throughout all in-water operations.

XI. Special Requirements

a. Confidentiality and Data Privacy

This contract may require that services contractors have access to Privacy Information. Services contractors are responsible for maintaining confidentiality of all subjects and materials and may be required to sign and adhere to a Non-disclosure Agreement (NDA).

b. Intellectual Property Rights

All deliverables are the property of the U.S. Government. All documents, analyses, files (digital or other), reports, notes and photos are to be used only by Contractor personnel assigned to this purchase order. Documents, files and other data are to be stored exclusively on Government owned equipment and at no point should be saved or archived on personal drives or devices. Copies are not to be disseminated to anyone outside of the NMFS or to any other contractor personnel without explicit release from the Government.

c. IT Security

The contractor will not require access to Federal Buildings, DOC Systems, and includes an IT component.

XII. Key Personnel Required Knowledge and Experience:

Scientific dive experience: American Academy of Underwater Sciences (AAUS) standards for technical and scientific diving.

Reef fish survey experience: Experience with underwater SCUBA reef fish survey methods and identification on reef fish on the U.S. Caribbean insular shelf.

Section IX - Contract Clauses

RFO 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

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

RFO 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

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

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

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

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 and 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.* (1) 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.

(2) 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) *Representations.* The Offeror represents that-

(1) 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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

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:

(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 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.

(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 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)

**FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.
(DEC 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

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

RFO 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)

RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation JAN 2026)

(a) The Government will not enter into a contract with any corporation that-

- (1) 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

(2) 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.

(b) The Offeror represents that-

(1) 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

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

(End of provision)

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

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1--TECHNICAL APPROACH. The quotation will be evaluated on the offeror's methodology for collecting, quality-controlling, and delivering Deep Coral Reef Monitoring Program (DCRMP) reef fish survey data and associated habitat metadata from mesophotic depths (30 to 50 m). The quotation will be evaluated on how the offeror intends to organize and manage the contract, including their logistical means to access the specific survey locations in the U.S. Caribbean (Puerto Rico, St. Thomas, and St. John) using a suitable marine platform. The degree to which the quotation demonstrates an understanding of the data compatibility requirements will be evaluated, as well as the offeror's planned management of consultants and subcontractors, if applicable.

Factor 2--EXPERIENCE. The offeror's background and experience in conducting mesophotic dive surveys, reef fish counts, and marine habitat metadata tracking will be assessed to determine the likelihood that the offeror can successfully perform the contract requirements and the degree of the risk of non-performance.

Factor 3--KEY PERSONNEL. The qualifications and underwater survey accomplishments of the personnel proposed to conduct the diving surveys and perform database entry will be evaluated to determine the degree to which they possess the qualifications to perform their proposed duties under the contract.

Factor 4--COST/PRICE. The proposed prices/costs will be evaluated. The evaluation will determine whether the proposed flat price is complete, reasonable, and entirely compatible with the technical survey approach.

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

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

(End of provision)

RFO 52.214-34 Submission of Offers in the English Language. (APR 1991)**RFO 52.217-5 Evaluation of Options. (JUL 1990) (Deviation JAN 2026)**

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

(End of provision)

This includes options under RFO 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

(End of clause)

RFO 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (OCT 2022) (Deviation JAN 2026)

(a) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[] Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

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

FAR 52.222-3 Convict Labor. (JUN 2003)

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

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

FAR 52.222-41 Service Contract Labor Standards. (AUG 2018)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage (Hourly)	Fringe Benefits (30%)	Total
Scientific Diver (GS-11, Step 5)	\$38.45	\$11.54	\$49.99
Marine Biologist / Surveyor (GS-9, Step 5)	\$31.95	\$9.59	\$41.54
Data Entry Clerk (GS-5, Step 5)	\$21.50	\$6.45	\$27.95

List is not inclusive.

FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018)

FAR 52.222-50 Combating Trafficking in Persons. (OCT 2025)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

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

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

RFO 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

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

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

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

RFO 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)

RFO 52.236-13 Accident Prevention. (NOV 1991) (Deviation JAN 2026) - Alternate I (NOV 1991)

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

RFO 52.240-91 Security Prohibitions and Exclusions. (Deviation JAN 2026)

RFO 52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

RFO 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

(End of provision)

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

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

(End of clause)

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

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

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR chapter 1352) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

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

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

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR 1352) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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

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

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

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to heather.mahle@noaa.gov. Questions should be received no later than 3 calendar days after the issuance date of this solicitation. 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 clause)

CAR 1352.233-70 Agency protests. (APR 2010)

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

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
National Marine Fisheries Service
Attn: Branch Chief
MB Field Delegates, Acq. Services Division
1315 East West Highway, Floor 14
Silver Spring, MD 20910

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: NOAA Acquisition and Grants Office
Policy and Oversight Division
Field Delegate Program Manager
601 E 12th St. Suite 1746,
Kansas City, MO 64106

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

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

(End of clause)

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

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

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

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

(End of clause)

NOAA Acquisition Manual 1330-52.227-70 INSTRUCTIONS TO OFFERORS – AWARDS EXPECTED TO GENERATE ENVIRONMENTAL DATA OR PEER-REVIEWED PUBLICATIONS (OCT 2016)

1. Environmental data and information collected, created, or produced under NOAA contracts or orders must be made discoverable by and accessible to the general public, in a timely fashion (typically within two years), free of charge or at no more than the cost of reproduction, unless an exemption, waiver, or extension is authorized by the NOAA Program. Data must be available in at least one machine-readable format, preferably a widely used or open-standard format, and must be accompanied by machine-readable documentation (metadata), preferably based on widely used or international standards.
2. Environmental data are defined by NOAA Administrative Order (NAO) 212-15: Management of Environmental Data and Information as recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data such as socio-economic data (personally-identifiable information regarding human subjects must be properly protected or removed), related documentation, and metadata. Digital audio or video recordings of environmental phenomena (such as animal sounds or undersea video) are included in this definition. Numerical model outputs (the data produced by computer simulations of environmental processes) are included in this definition, particularly if they are used to support the conclusion of a peer-reviewed publication. Data collected in a laboratory or other controlled environment, such as measurements of animals and chemical processes, are included in this definition. This does not apply to laboratory notebooks, preliminary analyses, drafts of scientific papers, plans for future research, peer review reports, communications with colleagues, or physical objects, such as laboratory specimens.
3. Offerors must include a Data Management Plan of up to two pages describing how these requirements will be satisfied. The Data Management Plan shall be aligned with the Data Management Guidance provided by NOAA in this solicitation. The Data Management Plan and past performance regarding such plans, will be evaluated for award. A plan shall include descriptions of the types of environmental data and information expected to be created during the course of the project; the tentative date by which data accessibility will occur; maintenance or updates to the data (if required); the standards to be used for data/metadata format and content; methods for providing data access; approximate total volume of data to be collected; and prior experience in making such data accessible. Approved submission of data by the contractor to NOAA National Centers for Environmental Information (NCEI), or to a publicly-accessible data repository approved by the NOAA Program Office, shall be sufficient to satisfy the data accessibility requirement as of the date the submission was performed. After the acceptance of data by the Government, unless specifically required in the contract, Data Management Guidance, and period of performance of the contract, the contractor is not required to maintain the data. Once the performance period for the contract has expired, the contractor is no longer responsible for maintaining this information. If the data are not submitted to NCEI, but are instead made accessible by some other means (e.g., on a web server hosted by the contractor) then the contractor shall identify the plan for continued availability.

4. The costs of data preparation, accessibility, maintenance (if required), or archiving may be included in the price unless otherwise stated in the Data Management Guidance. Accepted submission of data to the NCEI is one way to satisfy data sharing requirements; however, NCEI is not obligated to accept all submissions and may charge a fee, particularly for large or unusual datasets.

5. The Data Management Plan shall be incorporated into the resultant contract or order. NOAA may, at its own discretion, make publicly visible the Data Management Plan from funded proposals, or use information from the Data Management Plan to produce a formal metadata record and include that metadata in a Catalog to indicate the pending availability of new data.

6. Contractors are hereby advised that the final pre-publication manuscripts of scholarly articles produced pursuant to the resultant contract or order will be required to be submitted to NOAA Institutional Repository located at <http://library.noaa.gov/Research-Tools/IR> after acceptance, and no later than upon publication. Such manuscripts shall be made publicly available by NOAA no later than one year after publication by the journal.

(End of solicitation language)

NOAA Acquisition Manual 1330-52.227-71 AWARDS EXPECTED TO GENERATE ENVIRONMENTAL DATA OR PEER-REVIEWED PUBLICATIONS (OCT 2016)

Special Award Conditions:

1. Data Sharing: Environmental data collected, created, or generated under this contract or order must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available by the contractor in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Link to guidelines: http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html

2. Environmental data are defined by NOAA Administrative Order (NAO) 212-15: Management of Environmental Data and Information as recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data such as socio-economic data (personally-identifiable information regarding human subjects must be properly protected or removed), related documentation, and metadata. Digital audio or video recordings of environmental phenomena (such as animal sounds or undersea video) are included in this definition. Numerical model outputs (the data produced by computer simulations of environmental processes) are included in this definition, particularly if they are used to support the conclusion of a peer-reviewed publication. Data collected in a laboratory or other controlled environment, such as measurements of animals and chemical processes, are included in this definition. This does not apply to laboratory notebooks, preliminary analyses, drafts of scientific papers, plans for future research, peer review reports, communications with colleagues, or physical objects, such as laboratory specimens.

3. Data Accessibility: Approved submission of data by the contractor to NOAA National Centers for Environmental Information (NCEI), or to a publicly accessible data repository as specified in the approved Data Management Plan, shall be sufficient to satisfy the data accessibility requirement as of the date the submission was performed. The contractor shall notify the NOAA Program Official when data accessibility has been performed. After the acceptance of data by the Government, unless specifically required in the solicitation, Data Management Guidance, and period of performance of the contract, the contractor is not required to maintain the data. Once the performance period for the contract has expired, the contractor is no longer responsible for maintaining this information. If the data are not submitted to NCEI, but are instead made accessible by some other means (e.g., on a web server hosted by the contractor), then the contractor should explain the plan for continued availability after the contract period ends.

4. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the contract or order (not including any extensions or follow-on funding), whichever is soonest, unless an extension to the date for data submission has been authorized by the contracting officer in coordination with the NOAA Program Official.

5. Disclaimer: The contractor shall ensure the following statement accompanies data produced under this award and made available to the public: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

6. Failure to Share Data: Failure or delay on the part of the contractor to make environmental data accessible in accordance with the approved Data Management Plan, unless authorized by the contracting officer, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. The contractor is responsible for ensuring subcontractors also meet these conditions.

7. Funding acknowledgement: Federal funding sources shall be identified by the contractor in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant contract award number. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism, located at <http://www.crossref.org/fundref/>, if supported by the FundRef provides a standard way to report funding sources for published scholarly research.

8. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository located at <https://repository.library.noaa.gov/welcome> after acceptance, and no later than upon publication of the paper or article by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA will make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

9. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

(End of solicitation and contract language)

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

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

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

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: DETAILED INVOICE.

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.
2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

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

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

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

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

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

(End of solicitation and contract language)

Section X - List of Attachments

Attachment Number	Title	Date
1	Appendix A Vendor Data Management Plan	09/02/2026