

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER NEEP1000-16-01024		PAGE 1 OF 21
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER
5. SOLICITATION NUMBER AB-133E-16-RQ-0581		6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:	a. NAME SARAH WAUGH SARAH.WAUGH@NOAA.GOV	b. TELEPHONE NUMBER (No collect calls) 206-526-6544	8. OFFER DUE DATE/ LOCAL TIME JUL 15, 2016 5:00 PM PT
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9. ISSUED BY NOAA/NESDIS/OSAAP 1335 EAST WEST HWY SSMC1, ROOM 5300 SILVER SPRING MD 20910	CODE NEEA0002	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 518210 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:
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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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO NOAA/NESDIS/OSAAP 1335 EAST WEST HWY SSMC1, ROOM 5300 SILVER SPRING MD 20910	CODE NEEA0002	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR. CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
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TELEPHONE NO.	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
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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. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input 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 DATE _____ . 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)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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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	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <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 <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

SYNOPSIS/SOLICITATION

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with the Commercial Item Test Program in Subpart 13.5, and supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(ii) The solicitation number for this procurement is AB-133E-16-RQ-0581 and is hereby issued as a request for quotation (RFQ).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-88 effective May 16, 2016.

(iv) The Government intends to award multiple contracts with at least one (1) small business set-aside in accordance with FAR 19.502-4. Small and other than small firms are encouraged to submit offers. The associated NAICS code is 518210 Data Processing, Hosting, and Related Services with a corresponding small business size standard of \$32.5million.

(v) Contract Line Item Numbers

See Attached Standard Form 18 included as a separate attachment on FBO.

(vi) Description of requirements for the items to be acquired

See the Statement of Work, which is included as a separate attachment on FBO.

(vii) Date(s) and place(s) of delivery and acceptance and FOB Point

Dates: The last date for delivery of pilot commercial data to NOAA is April 30, 2017

Place of Delivery: Data shall be submitted to an internal NOAA server via secure file transfer. Information will be provided post-award.

All Federal Acquisition Regulation (FAR) clauses listed below are available for download at <https://acquisition.gov/far/>.

(viii) 52.212-1, Instructions to Offerors-Commercial Items (OCT 2015) applies to this acquisition.

Addenda to 52.212-1, Instructions to Offerors – Commercial Items, are included as a separate attachment on FBO entitled “Instructions and Evaluation”

(ix) 52.212-2, Evaluation-Commercial Items (OCT 2014) applies to this acquisition as described under a separate attachment on FBO entitled “Instructions and Evaluation”

(x) The quoter must submit a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items (APR 2016) with its quote.

DRAFT SOLICITATION

NOAA/NESDIS Commercial Weather Data Pilot

(xi) The clause at FAR 52.212-4, Contract Terms and Conditions - Commercial Items (MAY 2015) applies to this acquisition.

(xii) The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAR 2016) applies to this acquisition. Additional FAR clauses cited in the clause are applicable to the acquisition, as follows.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAR 2016)

(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 items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 items:

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

XX (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

XX (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 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 (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

XX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

XX (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

- ___ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(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.)
- ___ (36)(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.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (39)(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.
- XX** (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 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 (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX** (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

— (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) 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 items:

— (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

— (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

— (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (5) 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).

— (6) 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).

— (7) 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).

— (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

— (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

— (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 items. 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 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).
- (xiii) 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).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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NOAA/NESDIS Commercial Weather Data Pilot

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xiii) Additional contact requirements are as follows:

Clauses Incorporated by Reference

Federal Acquisition Regulations (FAR Clauses)

52.203-98 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Feb 2015)

Commerce Acquisition Regulations (CAR Clauses)

1352.201-70 Contracting Officer's Authority
 1352.209-73 Compliance with the Laws (Apr 2010)
 1352.239-72 Security Requirements for Information Technology Resources (Apr 2010)
 1352.209-74 Organizational Conflict of Interest (Apr 2010)

NOAA Acquisition Manual (http://www.ago.noaa.gov/acquisition/AcqManual/09_part1330-52.html)

1330-52.242.70 Submittal of Invoices

Clauses Incorporated with Full Text

1352.201-72 Contracting Officer's Representative (COR) (Apr 2010)

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

Solicitation Provisions Incorporated by Reference

52.219-7 Notice of Partial Small Business Set-Aside (Jun 2003)

Solicitation Provisions Incorporated with Full Text

CAR 1352.233-70 Agency Protests

(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:
Sarah Waugh, Contracting Officer, DOC/NOAA/AGO/Western Acquisition Division (WAD),
7600 Sand Point Way NE/SOU6, Seattle, Washington 98115.
Telephone #: (206) 526-6345, E-mail: sarah.waugh@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:
U.S. Department of Commerce, Office of Assistant General Counsel for Finance and Litigation
Contract Law Division, Herbert C. Hoover Building, 14th Street and Constitution Avenue NW,
Room H5882, Washington DC 20230, FAX: (202) 482-5858

(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

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 clauses)

DRAFT SOLICITATION

NOAA/NESDIS Commercial Weather Data Pilot

(xiv) Defense Priorities and Allocations System (DPAS) and assigned ratings do not apply.

(xv) Quotes are required to be received in the contracting office no later than 5:00 P.M., Pacific Time (PT) on TBD.

(xvi) All quotes must be emailed to the attention of Sarah Waugh, Contracting Officer at: Sarah.Waugh@noaa.gov. For information regarding the solicitation, the Contracting Officer may be contacted via email at Sarah.Waugh@noaa.gov. Telephone calls will not be accepted. Instructions for the submissions of quotes, and evaluation factors are presented in Attachment 2.

Attachments:

Attachment 1: Statement of Need

Attachment 2: Instructions and Evaluation

Attachment 3: Technical Summary Matrix

Attachment 4: Price / Availability Matrix

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ATTACHMENT 1 STATEMENT OF NEED

I. INTRODUCTION

The Explanatory Statement accompanying the Consolidated Appropriations Act, 2016 (P.L. 114-113) included the following language: Commercial Weather Data Pilot. - “NOAA shall, through an open competitive process, seek to enter into at least one pilot contract to assess the potential viability of commercial weather data in its weather modeling and forecasting. This funding shall be used to purchase, evaluate, and calibrate available data, which meets the standards and specifications set by NOAA in its Commercial Data Policy.”

In order to respond to an ever-growing demand for environmental information, NOAA continually strives for an observing enterprise that is flexible, responsive to evolving technologies and economically sustainable, while supporting and upholding the international data sharing commitments upon which NOAA depends for global data. NOAA is interested in commercially provided Earth observing data that satisfy NOAA observational requirements at a lower cost than government-provided alternatives.

The NOAA Commercial Space Policy calls for NOAA to explore and, where appropriate, pursue demonstration projects to validate the viability of assimilating commercially provided environmental data and data products into NOAA meteorological models and add value to the forecast. Data demonstration and validation will precede operational procurement of commercial data by NOAA.

The Commercial Weather Data Pilot will serve as one such demonstration project, and will seek to procure and evaluate commercial data for the purpose of assessing the quality of the data and its impact to weather forecast models. The data from this pilot program will be used for evaluation purposes only and will not be used operationally in NOAA’s products and services.

II. SCOPE

NOAA will seek to purchase three to six months of on-orbit radio occultation data and associated metadata for the purpose of technical assessment and assimilation into numerical weather prediction models to determine the operational viability of these data. These data will not be used operationally by NOAA.

III. REQUIREMENTS

Minimum requirements:

- Space-borne dual frequency open loop radio occultation data
 - At least 3 months of consecutive data
 - Must include open loop model

- 50 Hz or 100 Hz data rate
- Level-1a format (opnGns)
- Closed loop dual frequency Precise Orbit Determination (POD) tracking data corresponding to radio occultation dataset, including pseudorange, carrier phase, signal-to-noise ratio
 - At least 3 month of consecutive data
 - Measurement interval ≤ 60 seconds
 - RINEX 2.x format
- Attitude data measured onboard (CHAMP [Challenging Minisatellite Payload] /GRACE [Gravity Recovery and Climate Experiment] or Bernese GNSS Software format quaternions)
- Antenna phase center offset vectors
- Spacecraft geometry/mass, solar array geometry
- Receiver tracking details including data rates, top/bottom altitudes, signals tracked
- Data latency information

Value added requirements

- Antenna phase center variations in ANTEX format

Information on expected data volumes is discussed in Section VI.

IV. DELIVERABLES

NOAA seeks data from the time period October 2016 through April 2017. NOAA seeks three to six months of consecutive data from within this timeframe. Data will be delivered in increments of no more than one month of data on a monthly basis.

For purposes of assessing potential future operational data flow, offerors should also provide data latency distribution from point of observation to point of distribution to NOAA, both nominal case and worst case.

V. DATA HANDLING RESTRICTIONS

NOAA will not share this data with any entity, with the exception of third parties (to be identified at the time of contract award) directly supporting NOAA in the CWDP. The third parties will not share the data further and shall not retain the data after the evaluation period without permission of NOAA and the commercial supplier.

VI. DATA DELIVERY METHOD

Storage for commercial radio occultation data uploads is being sized not to exceed 175 Gigabytes per commercial entity. Data will be delivered through a registered temporary user account on a public-facing NOAA server via one of the following methods, in order of preference:

- SCP
- SFTP
- FTPS

VII. TYPE OF ORDER

The government anticipates award of one or more Firm Fixed Price (FFP) contract(s).

VIII. PERIOD OF PERFORMANCE

The CWDP activities include data delivery and a data evaluation period of at least three months. These CWDP activities -- including data delivery to and evaluation by NOAA -- will be completed by approximately the end of FY 2017. Data will be accepted through approximately April 30 2017 to accomplish this. The period of performance will depend on each individual company's timeline and award. Awardees should be available for consultation with NOAA throughout the evaluation process.

IX. CONTRACTING OFFICER'S REPRESENTATIVE AND TASK MANAGER

In accordance with CAR Clause 1352.201-72, Contracting Officer's Representative, the designated COR and Task Manager for this order will be provided at time of award.

X. SECURITY REQUIREMENTS

For purposes of this data buy, the contractor will have no logical access to internal NOAA IT systems -- only access will be as specified in section VI above. Any access to NOAA facilities shall be as escorted visitors in accordance with NOAA access policy. The contractor must comply with Commerce Acquisition Regulation (CAR) 1352.239-72 and personnel with authorized user IT accounts must complete NOAA IT Security Awareness Training in accordance with the CAR.

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ATTACHMENT 2
DRAFT INSTRUCTION AND EVALUATIONS

To be considered, firms must furnish detailed information concerning their capability to provide the required supplies. Such information shall include (at a minimum): company name, telephone number, address, DUNS number, email address, Standard Form 18, a price proposal, business proposal, and a technical proposal demonstrating the firm's capability to meet the specified requirements.

All vendors doing business with the Government are required to be registered in the System for Award Management (SAM) database prior to award of a purchase order. Vendors may register with SAM by calling 1 (866) 606-8220. In order to be eligible to receive an award from this acquisition office, offerors must have a Dun & Bradstreet Number. A Dun & Bradstreet number may be acquired free of charge by contacting Dun & Bradstreet on-line at <https://iupdate.dnb.com/iUpdate/companylookup.htm>

52.212-1 Addenda-Additional Instructions to Quoters

- A. Each Contractor's quotation shall be organized in three volumes: Business, Technical, and Price.
- B. Format and Submission of Quotes:
1. Business Volume:
 - a. The Business Volume shall be submitted electronically, in Microsoft Word or Adobe PDF.
 - b. The business volume consists of the actual offer to enter into a contract to perform the desired work. It shall include the required representations, certifications, acknowledgements, identification of technical data to be withheld, and any other required administrative information. The following documentation shall be included: Signed SF 18, Acceptance Period of quotes (no shorter than 90 days), and authorized negotiator. There is no page limit to the Business Volume.
 2. Technical Volume:
 - a. The Technical Volume shall be submitted electronically, in Microsoft Word or Adobe PDF.
 - b. The Technical Volume shall not exceed 20 total single-spaced pages with one inch margins, using Times New Roman size 12 font or equivalent. A 10 point font may be used for charts, table, and graphics. Any pages in excess of **20 pages** will be disregarded, and will not be included in the evaluation. Failure of the quoter to comply with the page limitations shall not constitute grounds for a protest.

The following are **excluded** from the page count, font, margin, and spacing requirements:

1. Cover Page
2. Cover letter (maximum of two (2) pages)
3. Table of Contents, List of Tables and List of Figures
4. Abbreviations and Acronyms (if applicable)

5. Schematic, renderings, and other graphical information that supports the quote
 6. Technical Summary Matrix and Pricing Availability Matrix provided in Attachments 3 and 4.
- c. The technical volume shall address the quoter's ability to provide data that meets all specifications required by the Statement of Need. The technical volume shall also answer the following:
- (i) Can you provide three or more consecutive months of data? If so, how do you intend to satisfy this requirement?
 - (ii) Can you provide this consecutive data from within the 1 October 2016 to 30 April 2017 timeframe? Can you provide in monthly deliveries?
 - (iii) Can you verify that this data will be available in the specified timeframe?
 - (iv) Can you provide the data in the format requested?
 - (v) Can you meet IT security standards? Need to submit documentation of meeting standard.
 - (vi) What is the quality of the data as indicated by answers to the following questions:
 - a) Can you provide open loop tracking data from space?
 - b) What is the altitude range (in terms of minimum straight line tangent altitude) for which open loop data will be tracked?
 - c) How many neutral atmospheric occultations per day do you expect to provide?
 - d) What is your expected bending angle noise at high altitude (between 60 and 80 km)
 - e) What is the expected Radio Occultation (RO) antenna signal to noise ratio between 40 and 80 km altitude in volts per volt in a one hertz band
 - f) Will your system track ionospheric occultations between orbit altitude and 60 km altitude?
 - g) What is the expected accuracy of absolute Total Electron Content (TEC) observations?
 - h) Will your system provide ionospheric scintillation indices (S4, sigmaPhi) in the level-0 data stream that are computed on-orbit?
 - i) What is your spacecraft attitude control accuracy and attitude knowledge accuracy?
 - j) What is your on-board oscillator stability?
 - k) What is your Precise Orbit Determination (POD) antenna gain in the zenith direction?
 - l) What is the number of dual frequency channels for POD tracking?
 - m) What are your RO and POD sampling rates?
- d. In order to facilitate NOAA's review of quotations, the technical volume shall include a completed Technical Summary Matrix provided in Attachment 3.
- e. The technical volume shall also include a completed Price/Availability Matrix provided in Attachment 4 (note that the technical volume shall not include prices)

3. Price Volume

- a. The price volume shall be submitted electronically, in Adobe PDF or in a combination of Microsoft Word and Excel. Excel files are not required.
- b. The Offeror's price proposal shall include a completed copy of the Price/Availability matrix provided in Attachment 4 or an alternate format providing equivalent pricing information. The price proposal may include a narrative to explain any pricing provided. There is no page limit to the price volume.
- c. The Government expects that this contract will be awarded based upon adequate price competition. However, in order to determine that offered prices are fair and reasonable, the Government reserves the right to request that the offeror provide cost breakdowns to support proposed prices.

4. Submission

- a. The subject of the email should identify the company name and solicitation number.
- b. Each volume shall be submitted electronically. It is the Offeror's responsibility to ensure that all three volumes of the proposal arrive by the required date and time. For the purpose of establishing timely receipt of a proposal, the time will be established based upon the e-mail received time. The Government will not be responsible for any failure attributable to the transmission or receipt of the email, including the failure to meet stated deadlines. It is the Offeror's responsibility to confirm the Government's receipt of all transmitted information.

EVALUATION

FAR 52.212-2 Evaluation – Commercial Items (Oct 2014)

(a) The Government will award one or more contracts resulting from this solicitation to the responsible quoter(s) whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Technical capability and price. When determining best value to the Government, technical capability is approximately equal to price.

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

(c) The evaluation process shall proceed as follows:

1. Technical Factor.

The quote will be evaluated on the extent to which the vendor can satisfy the minimum technical requirements specified in Attachment 1. The Government will evaluate the offered technical specifications, including the responses to the seven questions listed above.

2. Price Factor.

The proposed prices will be evaluated but not scored. The price evaluation will determine whether the proposed prices are complete, fair, and reasonable in relation to the solicitation requirements. Proposed prices must be entirely compatible with the technical volume. Price quotes shall be complete. Quotes shall provide contractor's best and final pricing.

Attachment 3 Technical Summary Matrix

Offerors shall include a completed copy of this matrix in the Technical Volume. The matrix is excluded from the page count.

Specification	Response (Yes/No/#)	(M)eets (E)xceeds Requirements	Clarification (Details in Technical Volume Narrative)	Ref pg. #
within the 1 October 2016 to 30 April 2017 timeframe?	Yes/No			
provide in monthly deliveries?	Yes/No			
verify that this data will be available in the specified timeframe?	Yes/No			
provide the data in the format requested?	Yes/No			
meet IT security standards?	Yes/No			
submit documentation of meeting IT standard.	Yes/No			
Space-borne dual frequency open loop Radio Occultation (RO) data				
three or more consecutive months of data	Yes/No			
includes open loop model	Yes/No			
50 Hz or 100Hz data rate	#			
Level-1a format (opnGns)	Yes/No			
Closed loop dual frequency Precise Orbital Determination (POD) tracking data				
three or more consecutive months of data	Yes/No			
Measurement interval <= 60 seconds	#			
RINEX 2.x format	Yes/No			
Altitude Data measured onboard: CHAMP, GRACE, or Bernese GNSS Software format quaternions?				
Antenna phase center offset vectors				
Antenna phase center variations in ANTEX format				
Spacecraft geometry/mass				
Solar array geometry				
Receiver tracking details				
Data latency				
open loop tracking data from space?	Y/N			

Specification	Response (Yes/No/#)	(M)eets (E)xceeds Requirements	Clarification (Details in Technical Volume Narrative)	Ref pg. #
altitude range (in terms of minimum straight line tangent altitude) for which open loop data will be tracked	#			
neutral atmospheric occultations per day:				
October 2016	#			
November 2016	#			
December 2016	#			
January 2017	#			
February 2017	#			
April 2017	#			
expected bending angle noise at high altitude (between 60 and 80 km)	#			
expected RO antenna signal to noise ratio between 40 and 80 km altitude in volts per volt in a one hertz band	#			
will your system track ionospheric occultations between orbit altitude and 60 km altitude?	Yes/No			
expected accuracy of absolute Total Electron Content (TEC) observations?	#			
provide ionospheric scintillation indices (S4, sigmaPhi) in the level-0 data stream that are computed on-orbit?	Yes/No			
spacecraft attitude control accuracy	#			
spacecraft attitude knowledge accuracy	#			
on-board oscillator stability	#			
POD antenna gain in the zenith direction	#			
number of dual frequency channels for POD tracking	#			
RO sampling rates	#			
POD sampling rates	#			

Alternative formats or changes to the first row or column, shall **not** be accepted. However, offerors may add additional rows to the table to highlight additional specifications, if desired. Offerors shall cross reference the relevant page(s) of their proposal in the last column of the table.

**Attachment 4
Pricing / Availability Matrix**

Offerors shall include this matrix as follows:

- 1 copy in their price volume with all columns completed
- 1 copy in the technical volume **without** the last column (Price)

Consecutive Data (1)	Availability Date	Latency	Soundings Per Day	Specific Time Periods (2)	Price
3 months combined					
4 months combined					
5 months combined					
6 months combined					

1. Consecutive on-orbit radio occultation data available for the government to evaluate.
 2. Indicate whether specific time periods of data (e.g., an entire winter season, summer season, etc.) will be available.
- Use N/A if a particular cell is not applicable to the offer. Alternative formats that provide equivalent pricing information shall be accepted.

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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Commercial Data Pilot	1.00	EA	_____	_____

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