

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <span style="float: right;">▶</span>		RATING		PAGE OF PAGES 1   96	
2. CONTRACT (Proc. Inst. Ident.) NO. Vendor Specific		3. EFFECTIVE DATE <b>JAN 15, 2020</b>		4. (as modified through 8/12/2020)			
4. ISSUED BY SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE SSAD		5. ADMINISTERED BY (If other than Item 5) CODE SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		SSAD	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor Specific				7. DELIVERY <input checked="" type="checkbox"/>		8. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30	
				FOB ORIGIN OTHER (See below)		9. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
CODE		FACILITY CODE					
10. SHIP TO/MARK FOR SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE SSAD		11. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE, AOD 20020 CENTURY BLVD GERMANTOWN MD 20874		CODE AJ111012	
12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e) (-) <input type="checkbox"/> 41 U.S.C. 3304(a) (-)				13. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	15E. UNIT PRICE
		Please See Continuation Page for Line Item Details					
<b>15G. TOTAL AMOUNT OF CONTRACT</b> ▶						\$0.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER ERIKA CHAVARRIA 301-628-0029 ERIKA.CHAVARRIA@NOAA.GOV			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED JAN 15, 2020	
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)		BY  (Signature of Contracting Officer)		BY  (Signature of Contracting Officer)	
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**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contracting Officer: ERIKA CHAVARRIA, 301-628-0029, ERIKA.CHAVARRIA@NOAA.GOV  Primary Contracting Officer Representative: No COTR Required, 000-000-0000, no email associated  Alternate Contracting Officer Representative(s): None  Primary Technical Point of Contact: None  Alternate Technical Point(s) of Contact: None  Accounting and Appropriation Data: 14.20.0000000.000.0000.0000000000. 0000000000000000.00000000.000000 Cost Applied: \$0.00  ProTech Weather Domain				
0001	Base Period: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  DELIVERY DATE: 01/14/2022 FOB : Destination Period of Performance: 01/15/2020 to 01/14/2022	MAX 0.00	LO	0.00	0.00
1001	Option Period I: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  DELIVERY DATE: 01/14/2023 FOB : Destination Period of Performance: 01/15/2022 to 01/14/2023	MAX 0.00	LO	0.00	OPT 0.00
2001	Option Period II: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  DELIVERY DATE: 01/14/2024 FOB : Destination Period of Performance: 01/15/2023 to 01/14/2024	MAX 0.00	LO	0.00	OPT 0.00
3001	Option Period III: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  DELIVERY DATE: 01/14/2025 FOB : Destination Period of Performance: 01/15/2024 to 01/14/2025	MAX 0.00	LO	0.00	OPT 0.00

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 GENERAL**

The Professional and Technical (ProTech) services solution is a suite of multiple-award Indefinite Delivery, Indefinite Quantity (IDIQ) contracts consisting of five Domains: Satellite, Ocean, Fisheries, Weather, and Enterprise Operations. These Domains provide resources in support of the National Oceanic and Atmospheric Administration (NOAA) to include its Line and Staff Offices. The ceiling dollar amount for all orders under all ProTech Domains is \$3,000,000,000.

Each Domain has its own IDIQ contract with multiple awards. This contract provides professional and technical services to the Weather Domain (hereafter "ProTech-Weather") under NAICS code 541330.

The scope of work under ProTech-Weather is defined in Section C.

**B.2 BASE AND OPTION PERIODS**

The term of ProTech-Weather is a two (2) year base period and three (3) one-year optional periods, for a total period of performance of five (5) years if all options are exercised. There is no guarantee that the options will be exercised on any or all of the awarded contracts. This is not a multi-year contract as defined in FAR Part 17.103.

**B.3 CONTRACT TYPE**

ProTech-Weather is a multiple award IDIQ contract that allows for task orders to be issued on a Firm-Fixed-Price (FFP), Cost-Reimbursement, Time-and-Materials (T&M), and Labor-Hour (LH) basis. Task orders may also combine more than one pricing arrangement (e.g., FFP/LH, etc.), although separate contract line item numbers (CLINs) are required for each pricing arrangement.

**B.4 TASK ORDER PRICING**

ProTech-Weather provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Ordering Contracting Officer (OCO) has the authority and responsibility to determine cost or price reasonableness for task order requirements, normally not to exceed the contracted ceiling rates. Exceptions where the OCO has the flexibility to exceed contracted ceiling rates include the following: special security clearances, sea days, hazard pay, work to be performed outside the United States, and/or other extraordinary circumstances.

The labor rates contained in Attachment J-2 are ceiling rates for work taking place in locations within and outside the continental United States. They are not applicable to cost-reimbursement task orders. Competition at the task order level is expected to establish fair and reasonable

pricing for task orders placed for all contract types. For those relatively rare instances when competition does not exist, these ceiling rates will be available for the OCO to consider and use.

Some task orders may require services that do not correspond to the labor categories included in ProTech-Weather. Accordingly, if permitted by the task order solicitation, the contractor may propose appropriate labor categories and labor rates necessary to meet the requirements of the solicitation despite their not being included in ProTech-Weather as awarded.

The OCO must establish an appropriate CLIN structure, and identify both the applicable contract type and clear delineation of work at the task level, for all CLINs in each task order.

#### **B.4.1 Firm-Fixed-Price Orders**

Fixed price orders are defined under Federal Acquisition Regulation (FAR) Subpart 16.202, Firm-Fixed-Price Contracts.

#### **B.4.2 Time-And-Materials and Labor-Hour Orders**

T&M and LH orders are defined under FAR 16.601 and 16.602 respectively, and Commerce Acquisition Manual 1316.1.

The Contractor may provide separate and/or blended loaded hourly labor rates at the task order level for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30, and/or 52.216-31. The OCO will identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

#### **B.4.3 Cost-Reimbursement Orders**

Cost Reimbursement Orders are defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and Commerce Acquisition Manual 1316.1.

The Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type. The Contractor may be required to submit a cost proposal with supporting information for each cost element including, but not limited to: direct labor, fringe benefits, overhead, general and administrative expenses, material handling costs, facilities capital cost of money, other direct costs, and fee consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements. The OCO will identify requirements for certified cost and pricing data and data other than certified cost and pricing data in the task order solicitation and the Contractor shall comply with the provisions set forth in FAR 52.215-16 and/or 52.215-20.

#### **B.4.4 Other Direct Costs**

Other Direct Costs (ODCs) established on a cost-reimbursement basis, including travel costs, shall be pre-approved by the Contracting Officer Representative (COR) at the task order level and be allowable on the task order only if approved prior to the Contractor incurring these costs.

#### **B.4.5 Program Management Costs**

Program management support costs encompass support for management, reporting requirements, and related travel and meeting attendance costs associated with the Contractor's program management staff as it relates to the overall management of the IDIQ contract.

Program Management (IDIQ Contract-Level) Support Costs: Contract-level program management support costs shall not be proposed or billed as a direct charge to the ProTech- Weather IDIQ contract.

Project Management (Task Order-Level) Support Costs: Contract-level program management support costs are differentiated from individual task order project management support costs. Task order project management support costs may be proposed and billed against individual task orders for direct support of the effort performed under those task orders.

#### **B.5 COMMERCE ACQUISITION REGULATION (CAR) 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)**

During the term of ProTech-Weather, the Government will place orders totaling a minimum of \$250. The amount of all orders will not exceed \$3,000,000,000.

The exercise of an option period does not re-establish the contract minimum.

(End of Clause)

**(End of Section B)**



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1

**SECTION C**  
**STATEMENT OF WORK**

**C.1 GENERAL**

The National Oceanic and Atmospheric Administration is an agency that enriches life through science. Our reach goes from the surface of the sun to the depths of the ocean floor as we work to keep citizens informed of the changing environment around them. We provide environmental intelligence for the nation.

From daily weather forecasts, severe storm warnings, and climate monitoring to fisheries management, coastal restoration, and maintaining marine commerce, NOAA's products and services support economic vitality and more than one-third of America's gross domestic product. The people of NOAA use research and tools to provide citizens, planners, emergency managers, and other decision makers with reliable and timely environmental intelligence.

**C.2 OBJECTIVES**

The overall objectives of the ProTech program are to:

- Obtain high-quality professional and technical services
- Develop an industrial base of partners
- Develop and maintain performance-based contracts
- Contribute to the NOAA mission

Services not covered by the ProTech-Weather Domain scope of work include the following:

- Inherently Governmental functions – see the prohibition at FAR subpart 7.503(a);
- Personal services as defined in FAR subpart 37.104(a);
- Architect and Engineering (A&E) Services subject to the Brooks Act and FAR Subpart 36.6 acquisition procedures;
- Legal services;
  - Requirements where the primary objective or the predominance of the work is to obtain information technology (IT) services; and
  - Requirements for any IT products and services, except where (1) the IT cannot feasibly be separated from the non-IT requirements or (2) when the IT is incidental to contract performance.
    - IT is defined by Office of Management and Budget (OMB) Memorandum 15-14, *Management and Oversight of Federal Information Technology*, as: Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or



equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product. If delivering IT products or services, the contractor shall comply with government IT standards, such as those for IT security, and with requirements for sharing and efficiency at the federal, agency, bureau, and line office levels.

- IT is incidental to a contract when the IT services or products are neither contract deliverables nor create, modify, operate or maintain IT used by the government or on its behalf.

### C.3 WEATHER DOMAIN

The National Weather Service (NWS) mission is to provide weather, water, and climate data, forecasts and warnings for the protection of life and property and enhancement of the national economy. The mission and objectives of this Domain are related to supporting, updating, and planning meteorological, hydrological, and communications capabilities in support of the NWS mission and strategic plan (<http://www.nws.noaa.gov/sp/>), which is to build a *Weather-Ready Nation*. Toward achieving the vision of a *Weather-Ready Nation*, the agency has developed concepts and plans to address the need for NWS services to evolve. With today's increasingly complex environmental, societal, technological, and economic challenges, NWS must become more agile, open and flexible to achieve its mission to meet society's changing needs. Our information services must advance from transmitting data in discrete messages to helping core partners understand the spectrum of information we provide so they can make good decisions. This growing demand for Impact-Based Decision Support Services (IDSS) and information usable by emerging and collaborative service sectors, requires an innovative service approach that facilitates flexibility and agility across a wide spectrum of users. It also requires NWS to leverage improvements in science and technology more effectively and efficiently.

NWS data and products form a national information database and infrastructure which can be used by other governmental agencies, the private sector, the public, and the global community. NWS manages the execution of development programs, provides science and scientific research enabling technology options, prepares solutions and develops plans to meet service requirements. NWS makes observations and measurements of atmospheric phenomena as required for climatological, hydrologic, meteorological, and oceanographic services. NWS develops and distributes forecasts of weather conditions and warnings of severe storms and other adverse weather conditions. It collects and disseminates weather and climatic information and maintains watch over river stages and those weather conditions which produce floods; provides warnings of impending floods; furnishes regular forecasts of overflow and stage as well as seasonal water supply; and participates with other Federal agencies in hydro-meteorological investigations for overall planning and development for water resources. NWS makes observations and measurements of ocean conditions required by marine interests, and develops and distributes forecasts and warnings of waves, tsunamis, sea ice, and other ocean conditions. It develops, disseminates, and improves procedures and techniques for the national meteorological, climatological, hydrologic, and oceanographic service systems measurements and forecasts.

The services provided under ProTech-Weather will be conducted in locations world-wide, which include, but may not be limited to: the NWS headquarters located in Silver Spring, Maryland,

with regional headquarters located in Kansas City, Missouri; Bohemia, New York; Fort Worth, Texas; Salt Lake City, Utah; Anchorage, Alaska; and Honolulu, Hawaii. Additional information on the NWS is available at <http://www.weather.gov/>. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy task order requirements. The suite of resulting contracts for this Domain is intended to satisfy the need for professional and technical services to support the full range of related requirements for weather, water and climate activities, including but not limited to developing, collecting, and analyzing decision-support data, executing operations and maintenance functions for non-IT mission critical systems (e.g., sensors on buoys), and corporate administration and financial management. These services assist NWS decision makers in adjusting and directing assets to meet their mission-oriented performance goals, while minimizing the cost to the American people and focusing on policy, strategic change, long-range planning, and other mission-oriented activities. Other NOAA offices may also use this Domain if their requirements are covered herein. Support activities under this Domain may include, but are not limited to, the following.

### **C.3.1 Scientific Services**

Provide scientific services and expertise in meteorology, hydrology, climatology, weather, space and atmospheric sciences to the NOAA enterprise as supported by line offices such as the NWS and the Office of Oceanic and Atmospheric Research (OAR). This includes science-based organizations, such as, but not limited to, the NWS National Centers for Environmental Prediction (NCEP), Meteorological Development Laboratory (MDL), Office of Water Predictions (OWP) and regional centers, OAR laboratories such the Earth System Research Laboratory (ESRL), OAR program offices such as the Climate Program Office (CPO) and Office of Weather and Air Quality (OWAQ). This furthermore includes programs such as, but not limited to, the Hurricane Forecasting Improvement Project (HFIP), Advanced Weather Interactive Processing System (AWIPS), Automated Surface Observing Systems (ASOS), Next Generation Weather Radar (NEXRAD) and the Joint Technology Transfer Initiative (JTTI).

Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. In addition, the Contractor shall provide services for social science, atmospheric science, weather and environmental observation and forecasting, on scales ranging from near real time to climate projections. The Contractor shall provide scientific support services to include, but not be limited to the following:

C.3.1.1 Develop and support numerical prediction models for environmental components, including but not limited to models for the atmosphere, ocean (including coastal processes), ocean surface waves (including wind waves, tides, and tsunamis), cryosphere, aerosols (ozone, carbon dioxide, particulates, trace gases, etc., addressing both incident response and situational and systematic assessments), land processes (including hydrology), space weather and ecosystems (including marine).

C.3.1.2 Develop and support the testing and evaluation of observation systems gathering environmental data for operations and for research using National and

International standards. Support holistic planning and prioritization of observing systems.

C.3.1.3 Develop, validate and maintain state-of-the-art Data Assimilation (DA) techniques to initialize the environmental models.

C.3.1.4 Provide services to move the present suite of operational forecast systems to a unified approach across scales that consists of an ensemble based coupled physical modeling system covering the component models as outlined in C.3.1.1. This approach is currently known as the Unified Forecast System (UFS). These services may include augmenting the UFS with other methods as appropriate (e.g., statistical methods for outlooks at longer time scales).

C.3.1.5 Develop and maintain scientific techniques (including post-processing and visualization) that cover time scales from nowcasting to climate time scales, with appropriate spatial scales and domains (global, regional). Development will focus on high-impact events, including but not limited to severe weather (e.g., tornadoes, tropical cyclones, thunderstorms, fire weather, extreme precipitation, winter weather), droughts and floods, coastal processes (e.g., salt and freshwater inundation, waves, rip currents), water and air quality with health impacts.

C.3.1.6 Develop appropriate ensemble techniques at all space and time scales as outlined in C.3.1.4 to address and improve forecast accuracy and assess forecast uncertainty.

C.3.1.7 Perform fundamental research to support items C.3.1.1 through C.3.1.5, using alternative approaches as needed. This research includes but is not limited to fundamental model and DA development, predictability studies, process studies, Observation Systems (Simulation) Experiments (OSE and OSSE), field studies, social science impact, and infrastructure.

C.3.1.8 Design, develop and perform re-analyses and re-forecasts for all applications to provide calibration of real-time forecast model runs, and to maintain and improve IDSS.

C.3.1.9 Develop, operate and maintain pre-processing activities needed for physical environmental modeling. These activities include but are not limited to ingest and storage and access to observational data, quality control of observations, retrieval algorithms for remotely-sensed data and ingest of externally produced data (e.g., ensemble data generated by partners and to be used in Multi Model Ensembles (MMEs)).

C.3.1.10 Develop, operate and maintain post processing (e.g., statistical, artificial intelligence) of numerical environmental predictions (i.e., weather, ocean, ice, waves, land, aerosols, etc.) including developing, generating, and

disseminating objective guidance products for a wide variety of environmental elements based on model outputs, and in support of IDSS. This includes downscaling of existing products, and providing products for assessments (in contrast to traditional forecast products).

C.3.1.11 Develop, operate and maintain Validation and Verification (V&V) tools to objectively assess quality of existing and new forecast tools and products, and to monitor the real-time quality of all weather, climate, and operational forecast systems. Develop and support requirement-based and process-based metrics to support objective evidence-based decision making. V&V tools include “health assessments” of observational systems.

C.3.1.12 Develop, operate and maintain IDSS capabilities for all service areas of NOAA, in support of, e.g., Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Federal Aviation Administration (FAA). Service elements can include, but are not limited to, products, collaboration, communication techniques and outreach.

C.3.1.13 Develop and maintain processes to foster collaborative operational-research and public-private (including international) partnerships. This includes, but is not limited to, observation systems, Operations to Research (O2R) and Research to Operations (R2O) activities, codes and standards management, and documentation, training, outreach/community building, and data access, integrating social science and societal impacts in IDSS communication elements.

### **C.3.2 Program and Project Management, Consulting, and Training**

The Contractor shall provide program and project management, consulting, and training services to assist in program execution, improvements and measurements for scientific support services, in areas such as strategic planning and grant management. This includes providing programmatic and systems objectives for new applications, functionality, and inter-connectivity based on government project priorities and system needs. Services shall include but not limited to designing, redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which the data are collected, strategic and tactical planning, budget formulation and execution. The program and project management, consulting and training services shall include, but are not limited to, the following:

C.3.2.1 Plan, implement and track schedule and costs of projects and programs, assess and evaluate project/program performance, risk and interdependencies to meet the program/project goals and objectives throughout the program and project life cycles.

C.3.2.2 Provide program management office (PMO) functions for the

development of strategic overview and reporting on all programs to senior management and stakeholders; provide in-house consultancy and/or programmatic support to projects and programs for proper management of schedule, risks, cost and performance; providing training to projects and programs management teams; conduct auditing and health checks on projects and programs.

C.3.2.3 Provide assistance for the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, cost collection and estimating, and the development of detailed spending plans, cost tracking and reporting systems/databases that can produce tracking and variance reports.

C.3.2.4 Plan, develop, implement and maintain quality assurance programs and quality management systems in support of weather and climate operational and data systems.

C.3.2.5 Provide assistance for the development, implementation, analysis, coordination, assessment, reporting, and execution of policies to meet federal and organizational goals and/or requirements.

C.3.2.6 Provide services for human capital/workforce management, including but not limited to organizational design and staffing studies, cost analyses for current and future mission needs, position management and staff orientation activities, and organizational development and training support.

C.3.2.7 Develop and execute training and seminars on new and updated operational weather and climate systems and architecture changes. Other training topics include but are not limited to project management, earned value for performance management, and performance measurement.

C.3.2.8 Collaborate with internal, domestic and international partners to develop training in areas of operational weather and climate forecasting, including educating users of climate information, application of operational numerical prediction guidance, mesoscale meteorology, and global climate regimes and processes.

C.3.2.9 Provide marketing and outreach coordination of public and commercial exhibit venues including large public trade shows. The support shall include, but is not limited to communication of technical information relating to weather and climate systems and NOAA line office operational systems, public exhibits, and legislative affairs communication.

C.3.2.10 Provide administrative program management services to include but not limited to researching, maintaining, and preparing materials for inclusion and documentation (i.e. briefing packages, brochures, handouts and other information

materials in various mediums) for NOAA public-private (including international) partnerships for federal research, development and operational observing forecast systems.

### **C.3.3 Engineering Services for Systems and Facilities**

Provide engineering services for the NOAA enterprise as supported by line offices such as the NWS and the Office of Oceanic and Atmospheric Research (OAR). This includes services such as overall systems engineering or for its various components, facilities engineering, and engineering for a specific weather and climate system or collection of weather and climate systems, etc. These services are required for all phases of the program, project and system acquisition, development, and maintenance lifecycle for both existing and future mission systems and facilities. Furthermore, engineering services are required for deployment and logistics support to maintain and improve operational management in support of mission-oriented weather and climate systems. Tasks may pertain (but are not limited) to structural, electrical, electronic, mechanical, or building components, weather and climate systems or scientific equipment.

C.3.3.1 Provide overarching systems engineering, general engineering, and technical services in support of mission-oriented weather and climate systems. These services shall include, but are not limited to: systems engineering, policy development support, enterprise architecture support, configuration management, risk management, engineering assessment, validation and verification to include assisting various engineering offices with documentation needs throughout the full life cycle of a system.

C.3.3.2 Provide engineering and operational services for the collection, validation and verification of information, and for the definition of geographic information system (GIS) integration requirements for meteorological systems, hydrological systems and geospatial-based applications.

C.3.3.3 Provide specialized subject matter systems expertise and general engineering services to augment support for weather and climate programs. These services include program management, project planning and management, industry research, business process improvement, capacity projections, facilities management, and logistical support management specific to weather, water, and climate scientific applications.

C.3.3.4 Provide engineering research and development to evaluate current and future state-of-the-art technological methodologies and automated tools. Contractor research shall include assessing and documenting current and potential uses of technology to meet system needs. This includes preparation for sustainment involving engineering changes due to obsolescence of operational weather and climate systems and associated documentation, or new system/equipment requirements for developmental systems.

C.3.3.5 Provide complete lifecycle system and general engineering services (i.e. cradle to grave discipline) for acquisition planning, budgeting, risk management, and program execution for new and evolving weather and climate systems, and services that meet performance, availability, affordability, and life cycle cost requirements.

C.3.3.6 Provide system engineering services supporting radio-frequency (RF) management (e.g., the NOAA/NWS RF spectrum initiative and operational systems support). These services shall include, but are not limited to the following: supporting NOAA line offices and their internal and external partners and stakeholders participating in domestic and international meeting forums, conferences, and working groups; and technical analysis and studies needed to develop recommendations, specification and requirements for the full life-cycle.

C.3.3.7 Provide technical facilities engineering services for office/facility space planning and design and related facilities management including ergonomic and economic analyses; identification and analysis of current facility space usage; recommendations for more efficient use of facility spaces in accordance with federal policies and standards, drawings, studies and associated documentation and reports. This includes but is not limited to space planning, analysis and design, logistical management, land and building acquisition, lease management, real property disposal, construction planning and monitoring (i.e. builds, take down).

C.3.3.8 Provide engineering and technical services for facilities engineering and architectural design; construction monitoring; installation test, and operation of facilities equipment and performance monitoring systems; facilities management including inspections for structural integrity, power loads and requirements, grounding, lightning protection, and grounds upkeep; safety, environmental, Industrial Hygiene (IH), and sustainability management and compliance; and other facilities related functions located within the Continental United States (CONUS) and Outside Continental United States (OCONUS), and site housing mission oriented systems and equipment.

C.3.3.9 Provide engineering and technical services for safety and environmental compliance and sustainment including assistance with development and interpretation of national/federal policies, procedures, and technical reports.

**(End of Section C)**





**SECTION D  
PACKAGING AND MARKING**

D.1

**SECTION D  
PACKAGING AND MARKING**

**D.1 PACKAGING**

Unless otherwise specified, packaging of all deliverables must conform to commercial packing standards to assure safe delivery at destination. Clauses and other requirements regarding packaging shall be designated by the OCO at the task order level.

**D.2 MARKING**

All deliverables required under this contract shall be marked in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name.

Specific marking requirements may be addressed in individual task orders.

**(End of Section D)**



**SECTION E  
INSPECTION AND ACCEPTANCE**

E.1

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet address: <https://www.acquisition.gov/browsefar>.

<b>FAR Clause</b>	<b>Title and Date</b>
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52.246-3	Inspection of Supplies – Cost Reimbursement (MAY 2001)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
52.246-6	Inspection – Time-and-Material and Labor-Hour (MAY 2001)
52.246-16	Responsibility for Supplies (APR 1984)

(End of Clause)

**E.2 CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)**

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

(b) The place of acceptance will be specified in each individual Task Order.

(End of Clause)

**(End of Section E)**



**SECTION F  
DELIVERIES OR PERFORMANCE**

F.1

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet address: <https://www.acquisition.gov/browsefar>.

<b>FAR Clause</b>	<b>Title and Date</b>
52.242-15	Stop-Work Order (AUG 1989) <i>(for other than cost-reimbursement task orders)</i> and ALT I (APR 1984) <i>(for cost-reimbursement task orders)</i>
52.242-17	Government Delay of Work (APR 1984)
52.247-34	F.o.b. Destination (NOV 1991)
52.247-35	F.o.b. Destination, Within Consignee's Premises (APR 1984)

(End of Clause)

**F.2 CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)**

- (a) The base period of performance of this contract is as outlined in the Schedule. If an option is exercised, the period of performance shall be extended through the end of that option period.
- (b) The option periods (total of three one-year periods) that may be exercised are as outlined in the Schedule.
- (c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-

9. (End of Clause)

**F.3 DELIVERY**

The services required under each individual task order shall be delivered and received at the destination within the time frame specified in each order.

**F.4 PLACE OF PERFORMANCE**

Place of performance shall be set forth in individual task orders.

**F.5 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the OCO and the Task Order Contracting Officer Representative (TO COR), in writing. This notification shall give pertinent details, but this data shall be informational only in character; this term shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

**F.6 DELIVERABLES**

(a) All applicable task order deliverables and their required delivery dates, destination of delivery, and schedule for completion of work to be performed, will be specified in task orders issued under this contract, as applicable.

(b) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the task order.

(c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. A replacement file shall be provided within two (2) business days after notification.

(d) Any failure of the Contractor to adhere to a delivery schedule or a deliverable requirement may be reflected in the Contractor’s past performance report.

(e) The following table provides a summary of reporting requirements:

<b>Report Description</b>	<b>Number of Copies</b>	<b>Due Dates</b>
<b>Monthly Contract Status Report</b> (Section F.6.1)	1 – IDIQ CO 1 – COR	15 <sup>th</sup> calendar day of each month as specified in F.6.1.
<b>Monthly Task Order Status Report</b> (Section F.6.2)	1 – IDIQ CO 1 – OCO 1 – TO COR	15 <sup>th</sup> calendar day of each month, or as specified in the individual task orders as specified in F.6.2.
<b>IDIQ Escalation Plan</b> (Section F.6.3)	1 – IDIQ CO 1 – COR	No later than 90 calendar days after IDIQ contract award.

**F.6.1 Monthly Contract Status Report**

The Contractor shall provide a Monthly Contract Status Report (summation of individual task order activity), which documents the Contractor’s task order awards and modifications received during the reporting period, significant activities, issues, corrective actions, and planned significant activities projected in the next 60-day period. The report is due by the 15th calendar day of each month comprised of activity from the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st.) If the 15th calendar day falls on a weekend or

holiday, the report is due the following business day. If there is no activity (e.g. no active task order) during the reporting period, the report shall be submitted with “no activity” annotated under Task Order Summary section along with any updates for the Website Revisions and ProTech Opportunities Activity sections.

The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the designated recipients listed in the deliverables table. The subject line of the email notice presenting the submission of the monthly report shall be annotated with – **Monthly Contract Status Report (state the month and year)** (See Section J – Attachment J-3 for the report template).

#### **F.6.2 Monthly Task Order Status Report**

The Contractor shall provide a Monthly Task Order Status Report, which documents the Contractor’s task order modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected in the next 60 days. **If a contractor does not have any current task order awards, then submission of a monthly report shall not be required.** The report is due by the 15th calendar day of each month comprised of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the designated recipients listed in the deliverables table. The subject line of the email notice presenting the submission of the monthly report shall be annotated with – **Monthly Task Order Status Report (state the month and year)**. Additional report recipients, content, and due dates may be identified in individual task orders.

This report is not required if the Contractor does not have any active task orders during the reporting period.

#### **F.6.3 IDIQ Escalation Plan**

The Contractor shall provide an Escalation Plan, which documents the Contractor’s approach to dispute resolution at the task order level and any mechanisms it has put in place for raising issues to the IDIQ CO. This document should include any situations that the Contractor has identified which would trigger an automatic escalation of an issue to the CO.

This Plan is due no later than 90 days after contract award, and shall be provided in Adobe electronic format via email to the designated recipients listed in the deliverables table. The subject line of the email notice presenting the submission of the Plan shall be annotated with – **IDIQ Escalation Plan (state the date of submission)**. The Plan will be reviewed and either accepted or rejected for revisions by the CO within 15 business days of receipt of the document. Upon acceptance, the CO will sign the Plan and return a copy of the document to the Contractor for its records.

**(End of Section F)**





**SECTION G  
CONTRACT ADMINISTRATION DATA**

G.1

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data for obligations under the contract will be set forth in individual task orders.

**G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES**

The following subsections describe the roles and responsibilities of individuals and authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

**G.2.1 Government Personnel**

**G.2.1.1 CAR 1352.201-70 Contracting Officer's Authority**

The Contracting Officer (CO) – ProTech-Weather Contract Level

The ProTech-Weather CO, within the AGO Strategic Sourcing Acquisition Division (SSAD), has overall responsibility for administration of ProTech-Weather. The CO, without right of delegation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the CO. In the event the contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

The ProTech-Weather CO for this contract is:

Name: Erika Chavarria  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office  
Strategic Sourcing Acquisition Division  
1325 East West Highway, SSMC2  
Silver Spring, MD 20910  
Email: [erika.chavarria@noaa.gov](mailto:erika.chavarria@noaa.gov)  
Telephone: (301) 628-0029

(End of Clause)

**G.2.1.2 CAR 1352.201-72 Contracting Officer's Representative (COR) (APR 2010)**

- a) Lucjan Haber 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:

The COR, within the AGO, is responsible for the receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the ProTech Weather contracts. The COR supports the PM and the CO in the general management of the program and provides technical acquisition support to the TO CORs. The COR for the Weather Domain is:

Name: Lucjan Haber  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office (AGO)  
Strategic Sourcing Acquisition Division  
1325 East West Highway, Room 11392  
Silver Spring, MD 20910  
Email: [lucjan.haber@noaa.gov](mailto:lucjan.haber@noaa.gov)  
Tel No: 301-628-1459

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)

### **G.2.1.3 Task Order Contracting Officer's Representative (TO COR)**

OCOs shall designate CORs for individual task orders who will be responsible for the day-to-day coordination of task orders. The TO COR will represent the OCO in administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the OCO or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms, or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the OCO.

### **G.3 CAR 1352.216-76 PLACEMENT OF ORDERS (APR 2010)**

(a) The contractor shall provide goods and/or services under this contract only as directed in Task Orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

- (1) Date of order;
- (2) Contract number and order number;

- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of invoicing, payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

(b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

All warranted NOAA COs are considered designated ordering officials for this IDIQ.

(c) If multiple awards have been made, the contact information for the task order ombudsman is:

Name: Rafael Roman  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office  
1325 East West Highway, SSMC2  
Silver Spring, MD 20910  
Email: [Rafael.Roman@noaa.gov](mailto:Rafael.Roman@noaa.gov)

(End of Clause)

### **G.3.1 Ordering Process**

All ProTech-Weather contract holders will be provided a fair opportunity to be considered on task orders, in accordance with FAR 16.505(b)(1), unless exempted in accordance with applicable terms of the FAR. The OCO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the contract holders in order to determine if a small business or socio-economic category set-aside is appropriate for each order. After completing this examination, the OCO may limit competition for an order to small businesses or a socio-economic category. The OCO will then solicit proposals from the contractors within the appropriate small business category, as applicable, or open the competition to all contract holders after review and coordination with the NOAA Small Business Office and the Small Business Administration (SBA). If there is only one contract award to any one type of small business concern the Government may issue orders directly to that concern for work that it can perform.

In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the OCO, the OCO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor(s) shall be notified in writing of the OCO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

### **G.4 EVALUATION OF CONTRACTOR PERFORMANCE**

Past performance information is relevant for task order source selection purposes. It includes, but is not limited to: the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; execution within cost/price; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

(a) Purpose – In accordance with FAR 42.1502(d), the Contractor's performance will be periodically evaluated by the Government in the Contractor Performance Assessment Reporting System (CPARS), in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information." CPARS will be completed for the IDIQ contract, and may be completed for task orders when determined useful for source selection purposes.

(b) Performance Evaluation Period – The Contractor's performance will be evaluated at least annually. CPARS is a web-enabled tool to evaluate the Contractor's performance and for the Government and Contractor to review, comment on, and approve evaluations.

(c) Performance Evaluation Factors – The Contractor's performance will be evaluated in accordance with the factors identified within the contract requirement.

(d) Contractor Review – A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments, rebutting statements, or additional information to the reviewing official within 30 calendar days after receipt of the evaluation. The tool can be accessed at <http://www.cpars.csd.disa.mil/>. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel.

(e) Resolving Disagreements between the Government and the Contractor – Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, Contractor's response, and review comments, if any, will be retained as part of the evaluation.

(f) Release of Contractor Performance Evaluation Information – The completed evaluation will be available to Government source selection personnel through the Past Performance Information Retrieval System (PPIRS). Disclosure of such information outside the Government could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.

(g) Retention Period – The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future awards.

**G.5 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)**

The Government will specify any Government property provided to the Contractor in specific task orders. The Contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the “Government Property” clause included in this contract to include:

- Item No.
- Description
- Quantity
- Delivery Date
- Property/Tag Number (if applicable)

(End of Clause)

**G.6 CONTRACTOR COMPETITION REFRESH POOL**

The Government reserves the right to award additional contracts if it is determined to be in its best interest. The competition refresh process may be used to maintain a sufficient number of contractors for the work contemplated under the program. The Government shall have sole discretion to determine when and how many additional contracts shall be awarded. The competition refresh will be announced in the designated Government wide point of entry, Federal Business Opportunities. Contracts awarded under the competition refresh will share in the ceiling and period of performance established for the ProTech program and relevant IDIQ contract and such awards shall not result in changes to existing contracts.

**G.7 INTERRELATIONSHIPS OF CONTRACTORS**

NOAA and/or other Government agencies may have entered into contractual agreements in order to provide professional services requirements separate from the work to be performed under this contract. Further, NOAA and/or other Government agencies may extend these existing agreements or enter into new agreements. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort.

**G.8 AUTHORIZATION OF GOVERNMENT PAID TRAVEL**

Travel may be necessary in order to accomplish certain task orders issued under ProTech-Weather. Travel must be deemed necessary and authorized by the TO COR prior to the date of travel in order to be paid for by the Government. Only in exceptional circumstances will travel be reimbursed at more than applicable rates cited in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the United States or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances for Foreign Areas,” prescribed by the Department of State, for travel in areas not covered above.

## **G.9 PHASE-OUT CONTRACTS**

Upon expiration of either a ProTech-Weather task order or the delivery period of the IDIQ contract itself, and the award of a new contract, the incumbent ProTech-Weather Contractor shall work with the successor, at the request of the Government, for a period of up to 90 days after award to ensure an orderly transition from incumbent to successor Contractor without interruption to or loss of proficiency of services. Phase-out services shall include the training of any successor Contractor by the incumbent ProTech-Weather Contractor. The orderly transfer of work from the incumbent ProTech-Weather Contractor to the successor shall be addressed during the phase-out period. The incumbent ProTech-Weather Contractor bears the ultimate responsibility for performance under its respective contract and of all required task order services during the phase-out period.

## **G.10 NOAA ACQUISITION MANUAL (NAM) 1330-52.270-304 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2016)**

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

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

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

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

(d) There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities)

involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).

2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.

3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.

4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.

5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.

6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the S. Government.

7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

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

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

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

**(End of Section G)**





**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

H.1

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet addresses: <https://www.acquisition.gov/car>

<b>CAR Clause</b>	<b>Title and Date</b>
1352.208-70	Restrictions on Printing and Duplicating (APR 2010)
1352.209-72	Restrictions Against Disclosure (APR 2010)
1352.209-73	Compliance With the Laws (APR 2010)
1352.209-74	Organizational Conflict of Interest (APR 2010)
1352.216-74	Task Orders (APR 2010)
1352.227-70	Rights in Data, Assignment Of Copyright (APR 2010)
1352.228-71	Deductibles Under Required Insurance Coverage – Cost Reimbursement (APR 2010)
1352.228-72	Deductibles Under Required Insurance Coverage – Fixed Price (APR 2010)
1352.228-76	Approval of Group Insurance Plans (APR 2010)
1352.231-71	Duplication of Effort (APR 2010)
1352.237-70	Security Processing Requirements – High or Moderate Risk Contracts (APR 2010)
1352.237-71	Security Processing Requirements – Low Risk Contracts (APR 2010)
1352.237-72	Security Processing Requirements – National Security Contracts (APR 2010)
1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (APR 2010)
1352.239-72	Security Requirements for Information Technology Resources (APR 2010)

(End of Clause)

**H.2 AUTHORIZED USERS**

ProTech-Weather is available for use by NOAA and its Line and Staff Offices.

**H.3 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, attendance, accessibility, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as necessary.

**H.4 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of ProTech-Weather in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech-Weather CO. This restriction does not apply to marketing

materials developed for presentations to potential Government customers of the ProTech IDIQ Program.

For task orders, the Contractor shall also obtain the written consent of the OCO. If consent is obtained, the Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

#### **H.5 CONTRACTOR EMPLOYEES' IDENTIFICATION**

During the period of ProTech-Weather, the rights of ingress and egress to and from any Government office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees must identify themselves as contractors in all communications. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges may be worn on the outer garment. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

#### **H.6 INCORPORATION OF SUBCONTRACTING PLAN**

The [REDACTED] subcontracting plan, in response to the solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is incorporated herein as Attachment J-5.

#### **H.7 NOTIFICATION REQUIREMENTS UNDER T&M AND COST-REIMBURSEMENT CONTRACTS**

Contractor notification requirements for FAR 52.232-20(b) Limitation of Cost and FAR 52.232-22(c) Limitation of Funds for cost-reimbursement task orders, and FAR 52.232-7(d) Payments Under Time-and-Materials and Labor-Hour Contracts for T&M and labor-hour task orders, shall be accomplished only by separate correspondence directed to the OCO with copies to the TO COR. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the OCO shall not constitute compliance with this requirement.

#### **H.8 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays:

- |                                   |                      |
|-----------------------------------|----------------------|
| (1) New Year's Day                | (6) Labor Day        |
| (2) Martin Luther King's Birthday | (7) Columbus Day     |
| (3) President's Day               | (8) Veterans' Day    |
| (4) Memorial Day                  | (9) Thanksgiving Day |

(5) Independence Day

(10) Christmas Day

(b) In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President's Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within the contract. In the event the Contractor's personnel are authorized by the Government to work during the holiday at a Government site, they may be reimbursed by the Contractor; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(e) If Government personnel are furloughed, the Contractor shall contact the OCO or the TO COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.
- (2) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.

(f) In those situations that Government personnel are furloughed, the Contractor may not invoice for their employees working during the Government furlough, until funds are made available through an appropriation or continuing resolution.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

#### **H.9 ON-LINE PROPOSAL AND ORDERING CAPABILITY**

In the future, NOAA may establish an internet portal for the purpose of electronic and paperless task order processing. The Contractor will be required to support the electronic information requirements of the portal at no additional cost. The processing procedures and information requirements will be incorporated into the contract at the time such capability is implemented.

#### **H.10 POST AWARD CONFERENCE**

The Contractor shall participate in a post award conference to be held within thirty (30) business days after ProTech-Weather award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems.

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The conference may be conducted at a location within the Washington, D.C. commuting area at the Government's discretion or regionally to facilitate Contractor attendance.

The Contractor shall attend post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, as well as determine the TO administration strategy, roles and responsibilities; and ensure prompt payment and TO closeout.

#### **H.11 CAR 1352.209-71 LIMITATION OF FUTURE CONTRACTING (APR 2010)**

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(1.i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(1.ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(1.iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(1.iv) "System" means the system that is the subject of this contract.

(1.v) "System Life" means all phases of the system's development, production, or support.

(1.vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(1.vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to

supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

Alternate I (APR 2010)

(a)(2)(i) The contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The contractor shall not furnish these items to DOC, either as a prime contractor or subcontractor, for the duration of the initial production contract plus [insert a specific period of time or an expiration date].

(ii) The contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring the identify the system or services], or provide material leading directly, predictably, and without delay to such a work statement. The contractor may not supply [identify the services, the system, or the major components of the system] for a period [state the duration of the constraint, however, the duration of the initial production contract shall be the minimum], as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one contractor has participated in preparing the work statement.

Alternate II (APR 2010)

(a)(2) The contractor shall participate in the technical evaluation of other contractors' proposals or products. To ensure objectivity, the contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for (insert a definite period of time).

ALTERNATE III (APR 2010)

(b) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

ALTERNATE IV (APR 2010)

(c) The contractor agrees to accept and to complete all issued task orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

ALTERNATE VI (APR 2010)

(d) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of Clause)

## **H.12 NAM 1330-52.237-70 CONTRACTOR COMMUNICATIONS**

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

1. Included in NOAA's locator, and
  2. When submitting any type of electronic correspondence to any NOAA employee or stakeholder.
- (b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.
- (c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

## **H.13 CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)**

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$1,000,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

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

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$[*To be completed on a task order basis as applicable*].

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

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

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

(End of Clause)

## **H.14 CAR 1352.237-75 KEY PERSONNEL (APR 2010)**

(a) The Contractor shall assign to this contract the following key personnel: Program Manager

who shall be responsible for comprehensive account support for the ProTech-Weather contract and act as the central point of contact with the Government for all contract-level issues. The PM will represent the Contractor at all post-award contract-level meetings.

(b) The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect and approved changes.

(End of Clause)

#### **H.14.1 Task Order Key Personnel**

Key personnel are those Contractor personnel the Government considers essential to the performance of ProTech-Weather and subsequent task orders. If the Government determines that additional personnel are essential for successful completion of a task order, they will be designated as "Task Order Key Personnel" in the request for offer. The Contractor shall notify the OCO and TO COR prior to making any changes in task order Key Personnel. If additional key personnel are required at the task order level, CAR Clause 1352.237-75 Key Personnel will be included in the task order.

#### **H.15 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL**

The Contractor is advised that the Government may utilize the outside Contractors and/or Consultants listed below to assist in the administration of this contract. These Contractors/Consultants will have access to any and all information submitted by the Contractor and will be subject to the restrictions contained in CAR 1352.209-71 Limitation of Future Contracting, CAR 1352.209-72 Restrictions Against Disclosure, CAR 1352.209-74 Organizational Conflict of Interest, and FAR 52.203-16 Preventing Personal Conflicts of Interest. The companies/organizations employing the subject Contractors/Consultants are also required to comply with these same confidentiality restrictions. All federal and non-federal personnel supporting the government in the administration of this contract will have executed Non-Disclosure Agreements.

- a. IM Solutions, LLC  
3600 Pointe Center Court, Suite 200  
Dumfries, VA 22026
- b. Veterans Management Services, Inc.  
14 Pidgeon Hill Drive, Suite 500  
Sterling, VA 20165
- c. A-Frame Solutions  
475 K Street NW, Suite 407  
Washington, DC 20001

**H.16 NAM 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)**

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

- (a) 41 U.S.C. § 2103 regarding contacts between a federal employee working on a procurement and an offeror about prospective employment;
- (b) 18 U.S.C. § 207 regarding the restrictions on former federal employees having contact with a federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a federal employee or for which the former federal employee had official responsibility;
- (c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former federal agency on behalf of another person or entity concerning any official matter; and
- (d) 41 U.S.C. § 2104 regarding the restrictions on a former federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor.

**H.17 NAM 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 judgement and discretion on behalf of the Government. Rather, the Contractor's personnel will act and exercise personal judgement and discretion on behalf of the Contractor.

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

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

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

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

#### **H.18 NAM 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)**

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

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

- (i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103;
- (ii) Fires, floods, earthquakes, and unusually severe weather, including but not limited to

- snow storms, tornadoes, and hurricanes;
- (iii) Occupational safety or health hazards;
- (iv) Lapse in Appropriations; or
- (v) Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

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

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

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

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

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

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

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

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

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

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

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

#### **H.19 NAM 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)**

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

##### ***(a) Definitions.***

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

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

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

- Submission to such conduct is made either explicitly or implicitly as a term or

condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

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

**(b) Requirements.**

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.
2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.
3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the Contracting Officer's Representative (COR), subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6, .07, Reporting from Remote Locations.
  - i. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
  - ii. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).

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

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

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than

March 1st of each calendar year of contract performance.

- i. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.
  - ii. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.
  - iii. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.
  - iv. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.
5. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

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

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee. All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week.

The NOAA SASH helpline is accessible through a variety of channels, including:

- Phone: 1-866-288-6558
- Website & Online Chat: <http://NOAASASHHelpline.org>
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

***(d) Confidentiality.***

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

***(e) Remedies.***

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations)

applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

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

**(End of Section H)**



**SECTION I  
CONTRACT CLAUSES**

I.1

**SECTION I  
CONTRACT  
CLAUSES**

**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet address: <https://www.acquisition.gov/browsefar>.

<b>FAR Clause</b>	<b>Title and Date</b>
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-14	Display of Hotline Poster(s) (OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
<b>52.204-25</b>	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)</b>
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research (APR 2011)
52.211-5	Material Requirements (AUG 2000)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost or Pricing Data (AUG 2011)



52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.216-7	Allowable Cost and Payment (AUG 2018)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)
52.219-6	Notice of Total Small Business Set-Aside (MAR 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-9	Small Business Subcontracting Plan (MAR 2020)
52.219-14	Limitations on Subcontracting (MAR 2020)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)
52.219-28	Post-Award Small Business Program Re-representation (MAY 2020)
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020)
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 (MAR 2020)
52.222-3	Convict Labor (JUN 2003)
52.222-17	Non-displacement of Qualified Workers (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEP 2016)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FEB 2016)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (JAN 2019)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.223-19	Compliance With Environmental Management Systems (MAY 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data – General (MAY 2014) ALT IV (DEC 2007)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2012) – See APRIL 2020 DEVIATION in Section I.11
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984) ( <i>dates to be completed at the task order level</i> )
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JAN 2017) ( <i>for other than cost-reimbursement task orders</i> ) and ALT I (FEB 2002) ( <i>for cost-reimbursement task orders</i> )
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) – See APRIL 2020 DEVIATION in Section I.10
52.233-1	Disputes (MAY 2014) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) and ALT I (JUN 1985) ( <i>for cost-reimbursement task orders</i> )
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-5	Payments to Small Business Subcontractors (JAN 2017)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost-Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes–Time-and-Materials or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (OCT 2010) and ALT I (JUN 2007) ( <i>for cost-reimbursement task orders</i> )
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (AUG 2019)
52.245-1	Government Property (JAN 2017)
52.245-9	Use and Charges (APR 2012)

52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-6	Termination (Cost Reimbursement) (MAY 2004) and ALT IV (SEP 1996) ( <i>for time-and-material or labor-hour task orders</i> )
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 2012)

**I.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017) and ALTERNATIVE I (JAN 2017) (IF APPLICABLE)**

FAR Clause 52.212-4 only applies to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. They will be incorporated in full text into individual orders, as applicable.

**I.3 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through the contract end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the Simplified Acquisition Threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

- (1) Any order for a single item in excess of \$50,000,000;
- (2) Any order for a combination of items in excess of \$50,000,000; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216- 21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period.

(End of Clause)

**I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

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

(End of Clause)

**I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the

Contractor within 5 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(d) The delivery period of the IDIQ shall not exceed 60 months after the end of the term of the contract.

(End of Clause)

**I.8 FAR 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)**

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

**I.9 Authorized Deviations in Clauses (Apr 1984)**

(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.

(End of clause)

**I.10 FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020)**

(a)[(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, u] Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [in accordance with the accelerated payment date established], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, [with a goal of 15 days] after receipt of a proper invoice and all other required documentation from the small business subcontractor [if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor].

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of deviation)

**I.11 FAR 52.232-16, Progress Payments (Alternate I) [DEVIATION (APR 2020)]**

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 95 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider the cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

\* \* \*

(6) The total amount of progress payments shall not exceed 95 percent of the total contract price.

\* \* \* \* \*

(b) Liquidation. Except as provided in the Termination of Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 90 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

\* \* \* \* \*(End of deviation)

(End of Section I)



**SECTION J  
LIST OF ATTACHMENTS**

J.1 J.1

**SECTION J**

- J.1 List of Attachments
- J.2 Ceiling Hourly Rate Table by Labor Category *(to be completed at time of award)*
- J.3 Labor Category Descriptions
- J.4 Sample Monthly Contract Progress Report
- J.5 Small Business Subcontracting Plan *(to be incorporated at time of award, if applicable)*

**(End of Section J)**