

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NUMBER

1305M418DNFFK00XXP19001

3. EFFECTIVE DATE

NOV 05, 2018

4. REQUISITION/PURCHASE REQUISITION NUMBER

NF0000PR-19-000XX

5. PROJECT NUMBER (If applicable)

6. ISSUED BY

SSAD
1325 EAST WEST HWY SSMC2, RM. 11323
SILVER SPRING MD 20910

CODE

SSAD

7. ADMINISTERED BY (If other than Item 6)

See Block 6

CODE

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

Vendor
0001 Modification Blvd
Contract, GA 12345DUNS: 01xxxxxx
Cage Code: xKxxx

9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER
1305M418DNFFK00XX 10B. DATED (SEE ITEM 13)

SEP 30, 2018

CODE 00023547

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$0.00
Modification Obligated Amount: \$0.00**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

IAW FAR 52.243-1 Alt I, the purpose of this administrative modification is to:

Delete the named Contracting Officer's Representative Regina Evans from Subsection G.2.1.2 and other areas of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

KENYADA CORLEY, CONTRACTING OFFICER
301-628-1378 KENYADA.CORLEY@NOAA.GOV

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NOV 05, 2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

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STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contracting Officer: KENYADA CORLEY, 301-628-1378, KENYADA.CORLEY@NOAA.GOV</p> <p>Primary Contracting Officer Representative: No COTR Required, 000-000-0000, no email associated</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p>				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 50		
2. CONTRACT (Proc. Inst. Ident.) NO. 1305M418DNFFK00XX		3. EFFECTIVE DATE 09/30/2018		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NFFKAA00-17-00223			
5. ISSUED BY SSAD 1325 EAST WEST HWY SSMC2, RM. 11394 SILVER SPRING MD 20910		CODE	SSAD	6. ADMINISTERED BY (If other than Item 5) SSAD 1325 EAST WEST HWY SSMC2, RM. 11394 SILVER SPRING MD 20910			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor 1234 Awardee Blvd Contract, GA 12345		8. DELIVERY FOB ORIGIN OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT N/A			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM		N/A			
CODE	FACILITY CODE		11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY		
SSAD	SSAD		SSAD 1325 EAST WEST HWY SSMC2, RM. 11394 SILVER SPRING MD 20910		NOAA FINANCE OFFICE AOD 20020 CENTURY BLVD GERMANTOWN MD 20874		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 3304(a)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
N/A	N/A						
15G. TOTAL AMOUNT OF CONTRACT					\$0.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
PART IV - REPRESENTATIONS AND INSTRUCTIONS							
X	D	PACKAGING AND MARKING			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	E	INSPECTION AND ACCEPTANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			M	EVALUATION FACTORS FOR AWARD	
X	G	CONTRACT ADMINISTRATION DATA					
X	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

<p>17. CONTRACTOR'S NEGOTIATED AGREEMENT (<i>Contractor is required to sign this document and return 1 _____ copies to issuing office.</i>) 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. (<i>Attachments are listed herein.</i>)</p>		<p>18. SEALED-BID AWARD (<i>Contractor is not required to sign this document.</i>) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)</p>	
<p>19A. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)</p>		<p>20A. NAME OF CONTRACTING OFFICER Kenyada Corley 301-628-1378 kenyada.corley@noaa.gov</p>	
<p>19B. NAME OF CONTRACTOR</p> <p>BY _____ <i>(Signature of person authorized to sign)</i></p>	<p>19C. DATE SIGNED</p>	<p>20B. UNITED STATES OF AMERICA</p> <p>BY _____ <i>(Signature of Contracting Officer)</i></p>	<p>20C. DATE SIGNED</p>

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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.</p> <p>Period of Performance: September 30, 2018 through September 29, 2020.</p>	1	LO	0.00	0.00
1001	<p>Option Period I: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.</p> <p>Period of Performance: September 30, 2020 through September 29, 2021.</p>	1	LO	0.00	0.00
2001	<p>Option Period II: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.</p> <p>Period of Performance: September 30, 2021 through September 29, 2022.</p>	1	LO	0.00	0.00
3001	<p>Option Period III: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.</p> <p>Period of Performance: September 30, 2022 through September 29, 2023.</p>	1	LO	0.00	0.00

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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. Where applicable, the contracts may also be used by other Bureaus within the Department of Commerce (DOC). 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 Fisheries Domain (hereafter “ProTech Fisheries”) under NAICS code 541990.

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

B.2 BASE AND OPTION PERIODS

The term of ProTech Fisheries 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 Fisheries 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 Fisheries 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. The OCO has flexibility to exceed these rates for requirements requiring special security clearance, sea days, hazard pay, work to be performed outside the United States, or other extraordinary circumstances.

The labor rates contained in Attachment J-1 are ceiling rates. 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 Fisheries. 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 Fisheries as awarded.

The OCO must establish an appropriate CLIN structure and identify the applicable contract type 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 shall 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.

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 Fisheries 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 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of ProTech Fisheries, 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

STATEMENT OF WORK

C.1 INTRODUCTION AND BACKGROUND

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

C.3 FISHERIES DOMAIN

The primary clients of this Domain will be the offices of NOAA's National Marine Fisheries Service (NOAA Fisheries, or NMFS). Other NOAA offices may also use this Domain if their requirements are covered herein.

U.S. fisheries play an important role in the nation's economy providing opportunities for commercial, recreational, and subsistence fishing, and sustainable seafood for the nation. Sustainably managed fisheries also contribute to a healthy and resilient ecosystem. NOAA Fisheries is responsible for the stewardship of the nation's ocean resources and their habitat. NOAA Fisheries provides vital services for the nation: productive and sustainable fisheries, safe sources of seafood, the recovery and conservation of protected resources, and healthy ecosystems.

Managing fisheries sustainably is an adaptive process that relies on sound science, innovative management approaches, effective enforcement, and meaningful partnerships. Fisheries management occurs in a dynamic environment and amid increasingly changing ocean conditions. It incorporates the entire ecosystem, including humans, into resource management decisions, giving our oceans the greatest chance to adapt and thrive. To this end, NOAA Fisheries invests in basic data gathering using cost-effective applications of “nextgen” technologies that provide near real-time, high-quality data to inform management and help maintain healthy populations of fish, protected species, and their habitat.

In turn, NOAA Fisheries works in partnership with Fishery Management Councils and many international fisheries councils, commissions and conventions to balance public interests in the sustainable use of living marine resources without compromising the long-term biological integrity of coastal and marine ecosystems. NOAA Fisheries also plays a supportive and advisory role in managing marine resources in coastal areas under state jurisdiction, provides scientific and policy leadership in the international arena, and implements international conservation and management measures as appropriate.

Much of the work done by NOAA Fisheries is mandated by U.S. legislative acts, such as Magnuson – Stevens Fishery Conservation and Management Reauthorization; Marine Mammal Protection; Endangered Species; International Dolphin Conservation Protection; Antarctic Marine Living Resources Convention; National Environmental Policy; Clean Water; Oil Pollution; and Comprehensive Environmental Response, Compensation and Liability.

NOAA Fisheries work is conducted in our headquarters offices in Silver Spring, Maryland, as well as in five regional offices, six science centers, and associated field offices and laboratories. NOAA Fisheries conducts research at study sites within the U.S., all U.S. territories and its possessions, high seas and international locations. Additional information about NOAA Fisheries is available on our website (www.nmfs.noaa.gov).

To support NOAA Fisheries, the Contractor shall provide a network of professional scientists, technical experts, and consultants to provide services in the areas described below and as specified in each individual task order. In addition, the Contractor shall provide performance to fulfill multiple task orders in diverse locations (i.e. within the Continental United States and outside the Continental United States) including, but not limited to Alaska, the Greater Atlantic, the Pacific Islands, Southeast and Caribbean, and West Coast regions with varied requirements and surge requirements.

C.3.1 Studies, Analyses and Reports

The Contractor shall conduct studies, evaluations, reviews, and develop reports which focus on current and future NOAA Fisheries programs in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. The Contractor shall analyze data using statistics, modeling, simulation, and other appropriate quantitative techniques, develop analytical tools, and provide reports of results and recommendations. Program studies, analyses and reports services may include, but are not limited to, the following:

- C.3.1.1 Provide support for data calibration, conversion, coding and validation; data and image analysis and synthesis; data quality assurance and control; and data stewardship and dissemination capabilities.
- C.3.1.2 Assist with reviewing, documenting, analyzing and developing management policies, strategic plans, operational procedures, regulations, permits, and performing feasibility studies and peer reviews.
- C.3.1.3 Provide requirements analyses, tradeoff analyses, and gap analyses for NOAA Programs.
- C.3.1.4 Develop or use existing charts, aerial photographs, satellite imagery, and maps for studies; provide analysis utilizing photogrammetric, cartographic, image analysis, and other advanced techniques.
- C.3.1.5 Design, exercise, test and use computer models utilizing simulation, emulation, and numerical and statistical analysis.
- C.3.1.6 Design, code, test, debug and use computer programs and archival services for scientific and management projects (e.g., libraries, metadata, records management, data collection forms, and databases).
- C.3.1.7 Prepare specialized scientific illustrations (such as drawings of developmental stages of aquatic species, drawings of scientific equipment, research platforms, and field camps, diagrams of relationships among species or of species to habitats, cross sectional and other specialized views of anatomy, biological systems, and conceptual visualizations).
- C.3.1.8 Provide pre-publication services such as drafting, editing and, reviewing.
- C.3.1.9 Provide scientific and technical support (e.g. present research results) for scientific meetings, working groups, advisory groups or panels, public hearings, and conferences.
- C.3.1.10 Provide geographic information system (GIS) support for resource management including, but not limited to, performing GIS analyses.
- C.3.1.11 Provide literature searches and reviews; compile and catalog background material; and prepare analyses, summaries and bibliographies.

C.3.2 Applied Research, Engineering, Consulting, and Operations

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations services for NOAA Fisheries programs. The

Contractor shall provide support to program managers and policymakers in developing state-of-the-art scientific models, selecting advanced technologies for development (e.g., unmanned platforms), and determining whether or not further program performance information is needed. The Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. Tasks may pertain (but are not limited) to structural, electrical, electronic, or mechanical components, systems or scientific equipment. The Contractor shall analyze data and develop a final report of results and recommendations. Applied research, development, engineering, consulting, and operations services may include, but are not limited to, the following.

- C.3.2.1 Provide technician and engineering consulting services (e.g., fish passage, hydrology, advanced survey technology, marine instrumentation) to include developing, manufacturing, and reviewing designs, drawings and schematics.
- C.3.2.2 Conduct environmental safety management (e.g., ISO 14001), laboratory waste handling (hazardous, biomedical, non-hazardous), assessment, and remediation as needed.
- C.3.2.3 Provide on-site shipyard engineering services and support engineering design development to include, but not limited to, coordinating fleet introduction, final mission trials, and post shakedown vessel corrections.
- C.3.2.4 Design and test gear for bycatch and depredation mitigation, and survey sampling (e.g., turtle excluder devices, bycatch reduction devices, electronic data collection, and trawl fabrication).
- C.3.2.5 Provide services in support of operations and maintenance of NOAA Fisheries small boats to include, but not limited to, cleaning, overhauling and repairing engines; hull repair; parts support (inventory for spare parts, providing specifications for parts needs and performing parts replacements/installations); testing on land and in water as needed; conducting small boat operations for field programs.
- C.3.2.6 Develop, test and implement use of electronic monitoring technologies (e.g., video cameras and sensors) to document catch, bycatch, and discards; includes, but not limited to, installing and maintaining camera equipment, data storage and retrieval, instruction documentation, and processing and analyzing data.
- C.3.2.7 Provide technical services in support of operations and maintenance activities for aquatic species holding facilities (e.g., tanks, pools, raceways, aquaria and other enclosures) and related water treatment operations for recirculating, flow-through systems or other holding systems.

C.3.3 Field Sampling, Data Collection and Surveys

The Contractor shall conduct field sampling, data collection, and surveys. These services support program managers in evaluating and employing state-of-the-art data collection technologies and determine if further sampling and collection are required. The Contractor shall identify and apply appropriate evaluation methodologies and research designs needed for a particular program or to answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection may require accessing databases from various sources, constructing databases, and consulting with other experts. Support services may be needed for a broad range of studies including (but not limited to) oceanographic, meteorological, biological, and terrestrial systems, and may require 24x7 real-time monitoring and extended deployments to remote locations. Field sampling, data collecting, and survey services may include, but are not limited to, the following.

- C.3.3.1 Provide support services for animal husbandry (e.g., aquaria) and respond to stranding events (e.g., marine mammals and sea turtles), molecular, biological or physiological experiments, measurements, analyses, tests or evaluations.
- C.3.3.2 Provide marine, freshwater and terrestrial surveying services (e.g., seagoing, aerial, SCUBA) to include, but not limited to, developing, fabricating, deploying, testing, maintaining and retrieving gear and equipment; *in situ* observation, and capturing, handling, instrumentation of and release of target species.
- C.3.3.3 Provide remote sensing operational readiness by collecting/retrieving, downloading, and processing satellite, acoustic, and oceanographic data in support of NOAA Fisheries projects.
- C.3.3.4 Provide support for field and laboratory studies, such as design and complete experiments; collect, preserve, curate and process biological/chemical samples (e.g., genetics, fatty acids/lipids, endocrinology, hematology); conduct data analysis, reduction, and requisite quality assurance and control (e.g., accreditation standards, confidentiality, chain of custody); and documentation (e.g., instructions, process and analysis, results, summaries).
- C.3.3.5 Conduct data collection (e.g. observation, survey, interview, and focus groups), biological sampling, and complete economic and social science analyses on fishing industries and other stakeholders.
- C.3.3.6 Provide veterinary services including direct interaction (e.g. capture, sample collection, surgery, and necropsy) with wild animals; draft/review/revise permits and procedural documents (e.g. handling, gear use, and formulary); participate in Animal Welfare Act activities; and publish findings and papers on health and disease aspects of animals.

C.3.4 Consulting, Program and Project Management

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements and measurements. Services shall include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which the data are collected. Activities shall include collection and analysis of program data, field observation reports, advice concerning improving agency measurement systems, and dissemination of these methods to other government agencies and interested organizations. The consulting, program and project management services may include, but are not limited to, the following:

- C.3.4.1 Develop or assist in developing natural resource damage assessments, prevention, response/control, mitigation, and monitoring of restoration plans.
- C.3.4.2 Provide planning and logistics support for meetings, conferences, working groups, and hearings including, but not limited to, coordinating locations, participants, rapporteurs, exhibits, agendas, presentations and briefing materials, accommodations, speakers, travel, multimedia requirements and facilitation services.
- C.3.4.3 Design, develop, evaluate, measure, and deliver training and workshops for fisheries programs such as project management, NEPA, GIS, and professional development opportunities.
- C.3.4.4 Develop options and propose recommendations to management on complex and contentious statutory and regulatory issues at the national and international level.
- C.3.4.5 Provide services to respond to and track external requests for information.
- C.3.4.6 Provide collection, organization, review of information, and recommendations relating to NOAA Fisheries projects and programs.
- C.3.4.7 Provide support for strategic planning, policy development, project and program planning, congressional affairs, budget planning, performance measurements, and administrative policies and procedures for NOAA Fisheries programs.
- C.3.4.8 Provide support for financial assistance services including, but not limited to, interagency agreements, grants, and other federal funding opportunities.
- C.3.4.9 Provide education and outreach support to include design and graphics services, writing content, and developing materials for written (e.g., posters, brochures, infographics) and multi-media dissemination platforms.
- C.3.4.10 Coordinate with tribal and non-governmental entities on NOAA Fisheries activities.
- C.3.4.11 Compile data and perform complex economic, statistical and forecast analyses

utilizing a variety of statistical and optimization techniques on primary and secondary data sources.

- C.3.4.12 Develop economic guidelines and standards, and prepare points of view used in forecasting trends and formulating economic policy; and formulate recommendations, policies, or plans to address economic problems or to interpret markets.
- C.3.4.13 Assess social and cultural impacts of considered alternatives of federal regulatory fishery management actions on fleets and the affected social and cultural environment.

(End of Section C)

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 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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: <http://www.acquisition.gov/far/>.

FAR Part	Title and Date
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)

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

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

FAR Part	Title and Date
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)

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

(a) The base period of performance of this contract is from September 30, 2018 through September 29, 2020. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	September 30, 2020	September 29, 2021
Option II	September 30, 2021	September 29, 2022
Option III	September 30, 2022	September 29, 2023

(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 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.

Report Description	Number of Copies	Due Dates
Monthly Contract Status Report (Section F.6.1)	1-IDIQ CO 1-COR	15th calendar day of each month as specified in F.6.1.
Monthly Task Order Status Report (Section F.6.2)	1-IDIQ CO 1-OCO 1-TO COR	15th calendar day of each month, or as specified in the individual task orders as specified in F.6.2.

F.6.1. Monthly Contract Progress Report

The Contractor shall provide a Monthly Contract Progress 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, “no activity” shall be annotated in the monthly report and submitted. The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the

submission of the monthly report shall be annotated with - **Monthly Contract Progress Report (state the *month and year*)** (See Section J – Attachment J-3).

F.6.2 Monthly Task Order Progress Report

The Contractor shall provide a Monthly Task Order Progress 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. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Task Order Progress Report (state the *month and year*)**. Additional report recipients, content, and due dates may be identified in individual task orders.

(End of Section F)

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 1352.201-70 Contracting Officer's Authority (APR 2010)

The Contracting Officer (CO) – ProTech Fisheries Contract Level

The ProTech-Fisheries CO, within the AGO Strategic Sourcing Acquisition Division (SSAD), has overall responsibility for administration of ProTech-Fisheries. 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-Fisheries CO for this contract is:

Name: Kenyada Corley
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office (AGO)
Strategic Sourcing Acquisition Division
1325 East West Highway, Room 11394
Silver Spring, MD 20910
Email: kenyada.corley@noaa.gov
Tel No: (301) 628-1378

(End of clause)

G.2.1.2 1352.201-72 Contracting Officer Representative (APR 2010)

(a) Regina Evans 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 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 Fisheries Domain is:

Name: Regina Evans
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: regina.evans@noaa.gov
Tel No: (301) 628-1384

(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 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 DOC 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:

Rafael Roman
National Oceanic and Atmospheric Administration
Acquisition and Grants Office
1325 East West Highway, Room 11359
Silver Spring, MD 20910

(End of clause)

G.3.1 Ordering Process

All ProTech Fisheries 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 Federal Acquisition Regulation. The OCO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the award holders in order to determine if a small business or other 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).

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, the Contractor's performance will be periodically evaluated by the Government in 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/or task orders.
- (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) Evaluators - The performance evaluation will be completed by the CO, OCO, COR, TO COR, task order contract specialist, and technical representatives, as required.
- (d) Performance Evaluation Factors - The Contractor's performance will be evaluated in accordance with the factors identified within the contract requirement.
- (e) 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>. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel.
- (f) 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.

(g) 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.

(h) 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 contract awards.

G.5 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

DOC, 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, DOC, 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 NON-PERSONAL SERVICES

No personal services, as defined by subpart 37.104 of the FAR shall be performed under ProTech Fisheries. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer and pertinent OCO of this communication or action.

The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent themselves to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties or other Government employees, in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government agencies, the Contractor employee shall state that he/she have no authority to in any way change the contract. If any Contractor believes that a communication is a direction to change its contract, he or she should notify the appropriate Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer. The Contractor shall ensure that all of its employees and consultants working on ProTech Fisheries are informed of the substance of this section. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under ProTech Fisheries. The substance of this section shall be included in all subcontracts at any tier.

G.9 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

Travel may be necessary in order to accomplish certain task(s) contained in task orders issued under ProTech Fisheries. 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.10 PHASE-OUT CONTRACTS

(Applicable at the Task Order level)

Upon expiration of ProTech Fisheries and award of a new contract, the incumbent ProTech Fisheries Contractor shall work with the successor, at the request of the Government, for a period of up to ninety (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 Fisheries Contractor. The orderly transfer of work from the incumbent ProTech Fisheries Contractor to the successor shall be addressed during the phase-out period. The incumbent ProTech Fisheries Contractor bears the ultimate responsibility for performance under its respective contract and of all required Task Order services during the phase-out period.

(End of Section G)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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

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

CAR Part	Title and Date
1352.208-70	Restrictions on Printing and Duplicating (APR 2010)
1352.208-72	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)

H.2 AUTHORIZED USERS

ProTech Fisheries is available for use by NOAA and its Line and Staff Offices, as well as other Bureaus of DOC.

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 Fisheries in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech Fisheries CO. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this ProTech Fisheries.

For task orders, the Contractor shall also obtain the written consent of the OCO. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or 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 Fisheries, 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 **Large Business** subcontracting plan, dated **February 28, 2018**, in response to the solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein as Attachment J-4.

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

Contractor notification requirements for FAR Clause 52.232-20(b), Limitation of Cost, FAR Clause 52.232-22 (c), Limitation of Funds, for Cost Reimbursement task orders, and FAR Clause 52.232-7(d), Payments under Time and Materials and Labor-Hours, for T&M TOs (clauses are in Section I by reference), 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 of 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.

(d) When the Federal entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel at a government site to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the OCO or the TO COR.

(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 such time as any special legislation affecting Government personnel is signed into law.

(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. 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 Fisheries 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 (See FAR Subpart 42.5, *Post-award Orientation*).

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 1352.209-71 LIMITATION ON 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:

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

(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.

(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.

(iv) “System” means the system that is the subject of this contract.

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

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

(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 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.

Alternative VI (APR 2010)

(e) 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 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H.13 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 1352.237-75 KEY PERSONNEL (Apr 2010)

(a) The Contractor shall assign to this contract the following key personnel: Program Manager **Jane DoeRayMe** who shall be responsible for comprehensive account support for the ProTech Fisheries 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 Fisheries and subsequent task orders. If the Government determines that additional personnel are key to 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 the task order 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 Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR Clause 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.

1)

a. Company: IM Solutions, LLC
3600 Pointe Center Court, Suite 200
Dumfries, VA 22026

b. Company: Stafford Consulting
3005 Braxton Wood Court
Fairfax, VA 22031

c. Company Veterans Management Services, Inc
14 Pidgeon Hill Drive, Suite 500
Sterling, VA 20165

d. *Company*

A Frame Solutions
475 K Street NW, Suite 407
Washington, DC 20001

H.16 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

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

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

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

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

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

(End of Clause)

H.17 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.18 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:

Allow contractors to better prepare for and propose on business opportunities.

Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting

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: 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).

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

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

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

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

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

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.

(End of contract language)

H.19 SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT

(a) Definitions. As used in this provision –

Scientific activities mean activities that involve inventorying, monitoring, observations, experimentation, study, research, integration, modeling, and scientific assessment.

Scientific integrity means the condition resulting from adherence to professional values and practices when conducting and applying the results of science that ensures objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, interference, censorship, and inadequate procedural and information security.

Presentation of scientific activities results includes the analysis, synthesis, compilation, or translation of scientific information and data into formats for the use of the Department of Commerce or the United States of America.

Scientific and Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing scientific and research activities, or in the products or reporting of the results of these activities. It specifically includes intentional circumvention of the integrity of the scientific and research process and actions that compromise that process, but does not include honest error or differences of opinion.

Investigation is formal collection and evaluation of information and facts to determine if

scientific or research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

(b) General Guidelines

1. Maintaining Integrity. The Contractor shall maintain the scientific integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations and adjudication of allegations of research misconduct.

2. In performing or presenting the results of scientific activities under the contract, and in responding to allegations of scientific and research misconduct, the Contractor shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto.

3. Primary Responsibility. The Contractor shall have the primary responsibility to prevent, detect, and investigate allegations of scientific and research misconduct. Unless otherwise instructed by the contracting officer, the Contractor shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

4. By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation and reporting of such misconduct.

5. The Contractor shall insert the substance of this requirement in subcontracts at all tiers that involve research being performed under this contract.

(c) Investigating Misconduct Research

1. Initiating Investigation. If the Contractor determines that there is sufficient evidence to proceed to an investigation, it shall notify the contracting officer and, unless otherwise instructed, the Contractor shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding of scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the Contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, the adjudicating official's

decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) Findings and Corrective Actions

1. If the Contractor finds that scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:
 - i. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
 - ii. Coordinate remedial action with the contracting officer.

(e) Department of Commerce Actions

1. The Department of Commerce may accept the Contractor's findings or proceed with its own investigation, in which case the Contractor shall fully cooperate with the investigation. The contracting officer will inform the Contractor of the Department's final determination.
2. The Department of Commerce reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the contract and applicable laws and regulations. Such remedies and actions may include, but are not limited to, disallowance of costs, recoupment of contract payments, and suspension or debarment.

(End of contract language)

1330-22.000-70 IMPLEMENTATION OF NOAA POLICY ON SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE WHEN CONTRACTING FOR SERVICES

(a) This policy implements [NOAA Administrative Order \(NAO\) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy \(26 Feb 2018\)](#), as it pertains to contractor employees in the performance of service contracts as set forth below.

For the purposes of this policy, the term contract includes orders (e.g. purchase orders, task orders, or calls).

1. Contracts for services (*except* for services for the use of vessels).
 - A. As set forth in the NAO, the NOAA policy to maintain a work environment free from sexual assault and sexual harassment is applicable to contractor employees. As prescribed by 1330-22.000-70(b)(1), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-70, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy*.
 - B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. This training, which must include specific required elements, shall be provided by the contractor to contractor employees

assigned to perform under the contract initial in- processing and annually thereafter, as applicable. A link to the required training elements is provided at: http://www.ago.noaa.gov/quicklinks/harassment_training.html.

Additional resources to assist the contractor will be provided by the NOAA Workplace Violence Program Manager. The contractor's training outline is subject to periodic review by the NOAA Workplace Violence Program Manager, Contracting Officer's Representative (COR), and/or contracting officer (CO) to ensure all NOAA required elements are addressed.

- C. The COR or CO for the contract shall ensure that the contractor provides evidence (by name and date completed) that the contractor employees performing on the contract have completed the mandatory training required (1) after initial contract award or the date a contractor employee is assigned to perform under the contract and (2) annually thereafter during the term of the contract in accordance with the timeframe established in the solicitation and contract language. The evidence of the initial and annual (where applicable) training completion shall be retained in the COR file/contract file.
- D. In the case of a reported incident of sexual assault or sexual harassment involving a contractor employee, the CO and COR (if assigned) shall work together with the contractor 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). This may involve contacting the NOAA Civil Rights Office and/or the NOAA Workforce Management Office. When handling such an incident, care must be taken to ensure there is no appearance of personal services or an employer-employee relationship between the Government and the contractor. In addition, if the incident involving a contractor employee also involves a NOAA employee, the CO and COR must follow the guidance set forth under NAO 202-1106, as it pertains to NOAA employees.
- E. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training requirements set forth in the solicitation and contract language, may result in one or more remedies available to the Government.

2. Contracts for services for the use of vessels.

- A. The NAO, in its entirety, applies to all contractor employee crew members performing aboard a vessel secured for use under a NOAA contract. As prescribed by 1330-22.000-70(b)(2), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-

*71 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy
Applicable to Crew Members of Vessels under NOAA Contract or Order.*

- B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. Contractor employees identified as crew members under the contract for the use of a vessel(s) will receive NOAA-provided initial training on sexual assault and sexual harassment prevention and response,

as well as drug and alcohol awareness. For vessels at sea for more than 12 months, annual training is required and will be provided by NOAA. Documentation of initial and annual (where applicable) training completion must be retained in the contract file.

- C. A copy of the NAO will be provided by NOAA to contractor employee crew members upon initial boarding of the vessel. Contractor employee crew members will verify receipt of the NAO by signature. The signature page will be submitted to the Commanding Officer/Operations Officer of the vessel.
- D. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment may result in one or more remedies available to the Government.

(End of clause)

(End of Section H)

**SECTION I
CONTRACT CLAUSES**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address:

<http://www.acquisition.gov/far/>.

FAR Part	Title and Date
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 2012)
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)

FAR Part	Title and Date
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
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 (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
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)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-16	Facilities Capital Cost of Money (JUN 2003)
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 (JUN 2013)
52.216-8	Fixed Fee (JUN 2011)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (OCT 2014)
52.219-9	Small Business Subcontracting Plan (OCT 2015)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
52.219-28	Post-Award Small Business Program Re-representation (JUL 2013)
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015)
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

FAR Part	Title and Date
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-17	Non-displacement of Qualified Workers (MAY 2014)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (FEB 2016)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)
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)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (MAR 2015)
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 (DEC 2007)
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)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
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 – Alternate IV (MAY 2014)
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)
52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
52.230-2	Cost Accounting Standards (OCT 2015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
52.230-6	Administration of Cost Accounting Standards (JUN 2010)
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)

FAR Part	Title and Date
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2012)
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)
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 (JUL 2013) ALT I (JUL 2013)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014) ALT I (MAY 2014)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
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)
52.242-13	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)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (DEC 2015)
52.245-1	Government Property (APR 2012)
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)
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)
52.253-1	Computer Generated Forms (JAN 1991)

I.2 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.3 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.4 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 September 29, 2027.

(End of clause)

I.5 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.

(End of Clause)

I.6 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 66 months.

(End of Clause)

I.7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

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)

(End of Section I)

SECTION J

LIST OF ATTACHMENTS

- J-1 Ceiling Hourly Rate Table by Labor Category
- J-2 Labor Category Descriptions
- J-3 Sample Monthly Contract Progress Report
- J-4 Subcontracting Plan (if applicable)

(End of Section J)