

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 56 PAGES		
2. CONTRACT (Proc. Inst. Ident.) NO. ST133017CQMASTSER		3. EFFECTIVE DATE <b>UPDATED JULY 2021</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE CSAD	6. ADMINISTERED BY (If other than Item 5) CSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE CSAD		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  LEFT BLANK INTENTIONALLY				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				N/A			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
				ITEM N/A			
11. SHIP TO/MARK FOR CSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE CSAD	12. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE AOD 20020 CENTURY BLVD GERMANTOWN MD 20874		CODE AJ111012		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 3304(a)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO. N/A	15B. SUPPLIES/SERVICES N/A	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$0.00</b>		
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<i>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</i>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) 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.)			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER Virginia Scott 301-628-1379 VIRGINIA.SCOTT@NOAA.GOV			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED	

**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: July 1, 2017 through June 30, 2019.</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: July 1, 2019 through June 30, 2020.</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: July 1, 2020 through June 30, 2021.</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: July 1, 2021 through June 30, 2022.</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 Satellite Domain (hereafter “ProTech-Satellite”) under NAICS code 541712.

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

### **B.2 BASE AND OPTION PERIODS**

The term of ProTech-Satellite 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-Satellite 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-Satellite 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-Satellite. 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-Satellite 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-Satellite 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-Satellite, 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 SATELLITE DOMAIN**

The mission and objectives of the primary users of the Satellite Domain are related to satellite and observation activities and the collection, preservation, and dissemination of information and services derived therefrom. The National Environmental Satellite, Data, and Information Service (NESDIS) is dedicated to providing timely access to global environmental data from satellites and other sources to promote, protect, and enhance the Nation's economy, security, environment, and quality of life. To fulfill its responsibilities, NESDIS acquires and manages the Nation's operational environmental satellites, provides data and information services including Earth system monitoring, performs data and information product stewardship and preservation, develops and produces information products and models derived from observed data, and performs official assessments of the environment and conducts related applied research. NOAA's environmental satellite data are essential for forecasting weather, analyzing environmental and climate phenomena, and monitoring hazards worldwide. This 24/7 global coverage provides a constant stream of information used in preparation for events that impact our climate, weather, oceans, and daily lives. Other NOAA offices may also use the contracts awarded within this Domain if their requirements are covered herein.

The services provided under ProTech-Satellite will support sites world-wide, which include, but may not be limited to, Fairbanks, Alaska; Suitland, Silver Spring, and Lanham, Maryland; Wallops Island, Virginia; Boulder Colorado; Asheville, North Carolina; and Townsville, Australia. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy task order requirements. The suite of resulting contracts for this Domain is intended to satisfy the need for professional and technical services to support the full range of related requirements for Satellite activities, including satellite missions, which NOAA manages or in which NOAA participates, and managing the environmental data that results from those missions. NESDIS work is conducted in its headquarters in Silver Spring, Maryland, as well as in regional offices, science and data centers and associated field offices and laboratories, as well as at contractor and other field locations. Additional information about NESDIS is available at [http://www.nesdis.noaa.gov/about\\_satellites.html](http://www.nesdis.noaa.gov/about_satellites.html).

#### **C.3.1 Studies, Analyses and Reports**

The Contractor shall prepare studies, numerical models, assessments, analyses, including requirements analyses, and reports focusing on current and future satellite systems, including satellite concepts, in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. Program studies and analyses will involve creating, evaluating, analyzing, and reviewing specified supported systems or specified scientific research projects, relevant data, the using or developing of appropriate analytical methods and tools, and formulating results and recommendations for Government consideration. The Contractor will conduct special studies that require a resource lacking bias for or against a particular solution. The program studies, analyses, reports, and support may include, but are not limited to, the following areas:

- C.3.1.1 Provide services for modeling and simulation analysis of satellite systems.
- C.3.1.2 Provide services to develop and deploy satellite-based observing systems technologies to enable the documentation of Earth System variability and to enable model-based prediction and other decision support capabilities for evaluation techniques and analysis.
- C.3.1.3 Provide services for requirements analysis, trade-off analysis and requirements traceability, assist in assessing overall system architectural alternatives, help conduct regular independent evaluations of the status of satellite programs and climate sensor continuity missions, assist the Government with developing algorithms, and support execution of calibration and validation activities.
- C.3.1.4 Provide services for economic and socio-economic analysis of system architecture portfolios and for mission concept, ground and flight system, and system architecture studies.
- C.3.1.5 Provide services for the coordination and planning needed to ensure alignment of the Data Environment with the Global Earth Observation System of Systems architecture and principles.
- C.3.1.6 Provide services for comprehensive assessments aimed at integrating, optimizing, and sustaining observing systems.
- C.3.1.7 Provide services for planning for, and optimizing, data architecture, data storage, data stewardship, data processing, and data dissemination capabilities.
- C.3.1.8 Provide services for technology transition planning, technology assessments, technical reviews of white papers and proposals, special technology evaluations, and general technical assistance on satellite systems and satellite system observing systems and their architectures.
- C.3.1.9 Provide services to analyze and recommend investment strategies for operational and research observing systems, using new/established/customized procedures, tools, and algorithms.
- C.3.1.10 Provide services for operations analyses and assessments aimed at integrating and consolidating satellite command, control, and communications functions.
- C.3.1.11 Provide services for User System Readiness Planning.
- C.3.1.12 Provide strategic planning, policy analyses, trade studies, economic assessments, and system and function criticality analyses of program requirements and programs.

- C.3.1.13 Provide services to update, develop, or identify specifications and standards for system engineering, schedules, and to identify critical technical performance measurement parameters.
- C.3.1.14 Provide analyses of satellite program radio frequency systems.
- C.3.1.15 Provide research and development studies of radio frequency spectrum utilization for the purpose of relocating operational frequencies within the allocated Federal spectrum.
- C.3.1.16 Provide services to coordinate such studies and exchange results with other NOAA organizations, NASA, mission partners and other agencies, including NTIA and FCC, and with international organizations, including but not limited to the World Meteorological Organization (WMO), Committee on Earth Observation Satellites (CEOS), and Coordination Group for Meteorological Satellites (CGMS).
- C.3.1.17 Provide services to the Government recommending technical standards and programmatic approaches to efficiently achieve future objective-integrated architectures. This includes defining target enterprise architecture across NESDIS systems and developing a roadmap to reach the target from the baseline architecture in incremental steps, as driven by the infusion of new and enhanced mission systems and capabilities into the evolving architecture framework.

### **C.3.2 Applied Research and Consulting**

The Contractor shall provide scientific, engineering, and other required professional or technical expertise to conduct applied research and perform analyses to support related activities. The Contractor shall provide services to program managers and policymakers in developing state-of-the-science models, selecting new technologies for development, and determining if further program performance information is needed. The Contractor shall provide services to identify and apply the appropriate methodologies needed to test particular technologies or answer specific research or programmatic questions. Services for applied research and consulting activities may include, but are not limited to, the following:

- C.3.2.1 Provide assessments of the concept of operations, system architecture, system utility, program plans and schedule, and test and integration adequacy for observing systems pre and post-launch and for on-orbit performance of NOAA satellite systems.
- C.3.2.2 Provide services for, and participate in, reviews including but not limited to: system definition and system requirements reviews, preliminary and critical design reviews, test and operational readiness reviews, and end-item pre-shipment reviews.

- C.3.2.3 Provide services in aeronautical, space, and ground systems engineering; radio frequency engineering analysis; and associated disciplines.
- C.3.2.4 Provide services to assess the impacts of satellite observations and observing systems on Numerical Weather Prediction, weather forecasting, and environmental monitoring.
- C.3.2.5 Provide coordination support between system owners, users, and integrated product teams to assist in clarifying requirements and support design, development, test, integration, and operational transition activities.
- C.3.2.6 Provide services to develop solutions for optimizing integration and consolidation of command, control, and other operational procedures.
- C.3.2.7 Provide services for plans for the development of future environmental satellite systems by performing trade studies and conducting analyses for potential satellite investments as directed by the Government.
- C.3.2.8 Provide services for all activities associated with pre-launch, launch, early orbit checkout, post-launch activities, and Launch Failure and Anomaly Investigations for operational management of NOAA satellites. Provide services for ground engineering verification and validation activities, test and analysis for sensor characterization activities, and for pre-launch Calibration and Validation (Cal/Val), post-launch Intensive Cal/Val, and Long Term Monitoring functions for satellites and sensors.
- C.3.2.9 Provide services to integrate United States military, civilian, and foreign meteorological spacecraft/sensor capabilities with common NOAA spacecraft/sensor system capabilities.
- C.3.2.10 Provide services for analyses and studies in support of developing, acquisition, upgrading, maintaining, and checkout of NOAA satellite ground systems.
- C.3.2.11 Provide services for interface testing and verification of ground segments associated with the Ingest, Product Generation and Distribution, Command, Control, and Communications (C3), Network Communications, Antennas, Mission Management Center, and flight software including telemetry and command uplink, and mission data downlink functions at satellite ground stations.
- C.3.2.12 Provide services to space systems associated with sensors, launch, and spacecraft issues, including identifying and resolving technical issues associated with the compatibility and integration of Government sensors and spacecraft.
- C.3.2.13 Provide technical advice and support on remote sensing licensing and regulatory compliance.

- C.3.2.14 Develop and assure currency of technical maintenance requirement documents.
- C.3.2.15 Provide scientific and technical services for operational and planned space-based instrumentation, sensor characterization, raw observations through to the final derived data products and applications and assist the Government in the managing, research, testing, design, developing, implementing, user engagement, calibration, validation, verification, maintaining, and documenting of algorithms and products.
- C.3.2.16 Provide development of space weather product algorithms and Cal/Val of space weather data and products.
- C.3.2.17 Provide research and development of new satellite products and application methods to improve and expand the use of satellite data for global and regional environmental monitoring, prediction, and assessments.
- C.3.2.18 Provide scientific and technical services to develop, evaluate, and implement new algorithms from current and future NOAA and international partners' geostationary and polar-orbiting satellites, and support the development and implementation of systems to process them through to create products meeting the needs of identified users.
- C.3.2.19 Provide scientific and technical services for the development and implementation of NOAA programs involving ocean remote sensing using satellites, manned aircraft, and unmanned aerial vehicles; provide technical support for the development and management of remote sensing data on the world's oceans; and create satellite-based products, tools, and interpretative guidance that meet user needs for oceans and coastal zone information.
- C.3.2.20 Provide scientific and technical services to collect and analyze *in situ* observations through direct field observation; installing and collecting logged and telemetered sensors; and collating data from NOAA, domestic, and international partners to support environmental information needs in the world's oceans, and use these alone or in combination with remotely-sensed data to create products, tools, and interpretive guidance that meet user needs for oceans, Arctic, and coastal zone information.
- C.3.2.21 Provide scientific services to develop and operate oceanographic and hydrodynamic models for use alone or in combination with *in situ* and remotely-sensed data to create products, tools, and interpretive guidance that meet user needs for oceans, Arctic, and coastal zone information.
- C.3.2.22 Provide services for site selection and field experiments related to Cal/Val of ground-based and space-borne instrumentation and science algorithms as well as

- analyzing, applying, and documenting the results.
- C.3.2.23 Provide scientific and technical services on the use of satellites and satellite data to improve analysis, forecasts, and warnings for global, regional, and mesoscale events; support development of advanced products and production capabilities from new or existing environmental satellite systems and data for weather forecasting and monitoring of the earth-ocean-atmosphere system.
- C.3.2.24 Provide services to develop methods to collect data from NOAA developmental and operational data streams, including from National Centers for Environmental Prediction (NCEP) numerical forecast models, operational satellites, derived satellite products and ground and other *in situ* observing systems, including archived data from National Centers for Environment Information (NCEI) and develop and provide model-based products, and merged quality documented research data sets to the science community.
- C.3.2.25 Provide design and testing services of new science algorithms, data processing and analysis systems, and interfaces that enable greater interaction among scientists and facilitate development of optimized multi-source blended products, data fusion, and big data analytics that incorporate various multi-spectral, multi-platform satellite, *in situ* and model data.
- C.3.2.26 Provide development and application services of inter-satellite relative and absolute calibration of level 1 data (or raw data record), produce satellite data sets and calibration tables, as well as documentation and support for the Global Space-based Inter Calibration System.
- C.3.2.27 Provide services to develop and implement systems for post-launch calibration of remotely sensed measurements across the spectrum (visible, infrared, and passive/active microwave sensors) using calibration and validation techniques based on observations of land surface targets, the lunar surface, deep convective clouds and information from ocean buoys, shipboard measurements, land stations, aircraft observations, simultaneous nadir overpass, and simultaneous conical overpass methods and from inter-comparisons of different spacecraft instruments.
- C.3.2.28 Provide development, test, operation, and enhancement services of the NOAA satellite integrated and cross platform calibration and validation system for characterizing and trending instrument performance by using pre-launch thermal vacuum test data and post-launch in-orbit measurements.
- C.3.2.29 Provide services for the space sensor simulator including support for development of advanced forward radiance models for passive and active sensor simulations.
- C.3.2.30 Provide services for system and software integration and for establishing standards for software data formats that support the transition from research to



operations and maintenance. Provide support to enable cost-effective development of software resources and to provide reliable delivery and algorithm stewardship.

C.3.2.31 Provide services for visualization, education, and outreach to improve the use of remote sensing observations. This includes support for training and education for users to enable them to understand and use the data effectively for forecasts, research and climate studies along with developing training materials, data sets, websites, and satellite analysis tools. It also includes support for education, community, and outreach activities, including developing visualizations (visual media that shows changes with time or highlights specific points through animation) for newsworthy scientific results to heighten public awareness.

C.3.2.32 Provide scientific and technical services for sensor science and technology applications to conduct research on operational and planned satellite observing systems by conducting cross-cutting programs including planning new satellite instruments, algorithm research and design, calibration activities, validation monitoring of operational and planned satellite instruments, instrument anomaly investigations, and developing and analyzing long-term satellite data sets for studying and assessing Earth system variability.

C.3.2.33 Provide scientific, technical, and technology applications support to accelerate and improve the quantitative use of research and operational satellite data in weather and climate analysis and prediction models related to satellite data assimilation. This includes supporting a suite of operational models to meet current needs as well as a research and development program for improved performance and new capabilities for future generations of environmental models and geophysical products.

C.3.2.34 Provide scientific services for research-to-operations algorithm and software development and maintenance, software and algorithm life-cycle replacement, software and product validation, operational implementation of display and product-production software, application demonstrations, documentation of scientific algorithms and applications, and routine user interaction in support of systems for near-real-time imagery and derived-product distribution and application.

C.3.2.35 Provide services for transition of satellite missions to operations, including preparations for and execution of satellite handover and transition of ground systems to operations.

### **C.3.3 Data Collection and Surveys**

The Contractor shall provide services collecting, preserving, and providing access to the Nation's environmental data. These services will support NOAA program managers in evaluating and

employing state-of-the-art-data collection technologies. Data collection and survey services may include, but are not limited to, the following:

- C3.3.1 Provide services for data collection and conducting surveys. Surveys may require contractors to identify and apply appropriate evaluation methodologies and research designs needed for a specified scientific research project. The Contractor shall be required to support data analysis and develop final reports of results and recommendations. Additionally, collection may require the ability to access databases from appropriate sources, construct databases, and consult with other experts as required.
- C3.3.2 Provide scientific and technical services to design, develop, configure, test, and integrate into operations new or improved algorithms, software applications, datasets and products, scientific databases, standards, processes, tools, capabilities, systems, and associated training and technical documentation for data processing, ingest, archive support, access, stewardship, and providing environmental information and services to users.
- C3.3.3 Operate and maintain applications, datasets and products, scientific databases, standards, processes, capabilities and systems for data processing, collection, ingest, archive support, access, stewardship, and providing environmental information and services to users, including conducting user training, education, outreach, and engagement.
- C3.3.4 Research, investigate, analyze, plan, coordinate review, and recommend adaptations/modifications of products, applications, systems and services, as well as technical and business operations, for compatibility with administrative, legislative, security, procedural requirements, and shared interfaces with external systems and organizations.
- C3.3.5 Research, analyze, plan, prototype, test, demonstrate, evaluate, coordinate, and review proposed new and adapted products, applications, systems, services, and processes to exploit advancements in science and technology for improvement such as in data quality assurance, quality control, data preservation, stewardship, software engineering, cloud computing and storage, data dissemination, GIS, life-cycle cost reduction, scientific, technical, and logistic obsolescence mitigation.
- C3.3.6 Plan, coordinate, facilitate, host, conduct/perform, brief, prepare publications, and provide other support as requested for applied scientific research, studies, analyses, data collecting, evaluations, reviews, working groups, panels, assessments, conferences, symposia, and hearings..
- C3.3.7 Perform technical program and project management functions as a developer and integrating contractor for accomplishing programs, projects, and activities.

- C3.3.8 Provide development, improvement, operations, and sustainment for quality management systems (QMS) including adoption of the CMMI framework, configuration management system (CMS), document & record management system (DMS), and best practices identified in the PMBOK(R), BABOK(R), SWEBOOK(R) and other standards that may be identified as applicable.
- C3.3.9 Provide development and provision of user education, public outreach, engagement, feedback collection, surveys, and training for data and information products, user access systems, and user services.
- C3.3.10 Apply subject matter expertise in the physical, natural, and social sciences, in engineering, and in technical specialties needed.

#### **C.3.4 Program and Project Management**

The Contractor shall provide program and project management services to assist in program execution, program control, program assessment, program improvement, and program measurement. This support may be required at any point in the full lifecycle of a program from system requirements definition through operations and maintenance. Services may also include assisting in developing assessments, reports and plans, providing logistics support and technical training, conducting independent reviews, and education and outreach activities. Program and project management services may include, but are not limited to, the following:

- C.3.4.1 Provide services to develop scientific assessments and information products to enhance public education and guide governmental action.
- C.3.4.2 Provide services to develop and analyze NOAA's integrated observation architecture consisting of blueprints, standards, processes, and investments needed to build an integrated observational capability that delivers higher-value data and products to end-users.
- C.3.4.3 Provide services to develop and analyze NOAA's integrated environmental data management architecture that consists of the blueprints, standards, processes, and investments needed to build an integrated environmental data management capability that delivers higher-value data and products to end-users.
- C.3.4.4 Provide services to perform system engineering and operations and logistics management planning to describe the generic life cycle roadmap and milestones of the key systems engineering and operations and logistics activities to be accomplished.
- C.3.4.5 Provide assistance developing program baselines for performance, schedule, and cost, including review and evaluation of relevant contractor data deliverables.

- C.3.4.6 Provide assistance creating procedures for and developing work breakdown structures, and planning and defining systems.
- C.3.4.7 Provide assistance to the performance of various risk assessments, system utility analyses, cost/risk analyses, and formal risk management processes including risk management planning, risk mitigation, and risk tracking and reporting.
- C.3.4.8 Provide Earned Value Management data analysis services for assigned programs and projects in accordance with ANSI / EIA-748.
- C.3.4.9 Provide assistance developing and maintaining Program and Project Plans and System Engineering Management Plans to describe the generic life cycle roadmap of the key systems engineering activities to be accomplished by phase and to identify the organization that will be responsible for their accomplishment.
- C.3.4.10 Provide assistance developing Test and Evaluation Master Plans and Validation and Verification Plans.
- C.3.4.11 Provide services for systems requirements analysis, documentation, traceability, criticality, validation and management activities, configuration and change management activities, and system architecture development activities.
- C.3.4.12 Provide assistance formulating program budgets and financial and cost estimating activities required for program execution.
- C.3.4.13 Provide services to maintain and manage NOAA's observing and data/information management systems requirements and their corresponding databases.
- C.3.4.14 Provide technical services to plan and execute technology transition.
- C.3.4.15 Provide independent program assessments and program reviews.
- C.3.4.16 Provide development and maintenance of long and short-range planning, including time lines and budget estimates.
- C.3.4.17 Provide management services to NESDIS offices and programs, including all administrative duties.
- C.3.4.18 Provide technical, analytical, and scientific services, including leading or participating in NOAA meetings, project gate reviews, and planning work sessions.
- C.3.4.19 Provide programs and projects with assistance in executing their allocated requirements traceable to the NESDIS Strategic Plan(s) by identifying required

activities and transitioning them into tactical operations that guide the Government in conducting engineering analysis and acquisition activities for major systems.

C.3.4.20 Provide assistance in developing and formulating contract technical requirements packages and implementation procedures to assist in guiding each program's prime System Contractor.

C.3.4.21 Serve the Government in evaluating and selecting system verification and validation guidelines applicable to Government programs. Contractor verification efforts may include assisting the Government to ensure justification, derivation, traceability, and complete allocation of requirements for systems.

C.3.4.22 The Contractor shall provide the following services for NESDIS satellite programs:

C.3.4.22.1 Provide facilitation services to reviews of NESDIS satellite programs by independent review teams. Scope of reviews may include review and assessment of planning, implementation and execution activities and status including: 1) organizational and management approach, including NOAA and NASA oversight; 2) availability of resources; 3) budget; 4) schedule; 5) technical approach; 6) technology readiness; and 7) risk identification and management.

C.3.4.22.2 Provide services to the Government's Flight, Ground, and Program test & evaluation and validation and verification (V&V) efforts, including test engineering services in defining a Program V&V plan, the Program Cal/Val Plan, and other Project V&V documents.

C.3.4.22.3 Provide engineering services to Ground Segment projects, including the antenna system encompassing technical management, schedule, architecture concept, requirements definition, and verification.

C.3.4.22.4 Provide Flight Segment integration and test services in the systems' engineering, integration, and testing of the spacecraft bus and instruments.

C.3.4.22.5 Provide Operation elements and technical and functional services for the management, analysis, design, integration, testing, deployment, operations, and maintenance of planned Mission Operations.

C.3.4.23 Provide assistance meeting instrument functional and performance goals in accordance with Government procedures for instrument data processing algorithms and instrument performance from raw measurement to level 1b product data.

- C.3.4.24 Provide Flight and Ground Programs technical and instrument teams to serve NESDIS satellite systems. Provide technical support to the design, implementation, and evaluation of all phases of mission solutions for NESDIS satellite systems.
- C.3.4.25 Provide services to the Government in fulfilling program property management responsibilities.
- C.3.4.26 Provide management analyst services to NESDIS programs and offices including, but not limited to: drafting communications for diverse audiences, technical presentations and background papers, talking points, and briefing papers, drafting analyses and assessments relating to internal process and quality improvements, performing business management support functions such as strategic and business planning, change management, business process re-engineering, performance measurement, training development, schedule and resource tracking, and requirements and action item administration.
- C.3.4.27 Provide preparation, processing, tracking, and maintenance of documentation for procurements and grants and agreements.
- C.3.4.28 Provide program and project management and miscellaneous services on an *ad hoc* basis.

**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/>.

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

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

(a) The base period of performance of this contract is from July 1, 2017 through June 30, 2019. 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:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Option I	July 1, 2019	June 30, 2020
Option II	July 1, 2020	June 30, 2021
Option III	July 1, 2021	June 30, 2022

(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
<b>Monthly Contract Status Report</b> (Section F.6.1)	1-IDIQ CO 1-COR	15th calendar day of each month as specified in F.6.1.
<b>Monthly Task Order Status Report</b> (Section F.6.2)	1-IDIQ CO 1-OCO 1-TO COR	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-Satellite Contract Level

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

Name: Virginia Scott  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office (AGO)  
Strategic Sourcing Acquisition Division  
1325 East West Highway, Room  
Silver Spring, MD 20910  
Email: Virginia.Scott@noaa.gov  
Tel No: (301) 628-1379

(End of clause)

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

(a) Edward M. Baker 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 Satellite Domain is:

Name: Edward M. Baker  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office (AGO)  
Strategic Sourcing Acquisition Division  
1325 East West Highway, Room  
Silver Spring, MD 20910  
Email: Edward.M.Baker@noaa.gov  
Tel No: (301) 817-4139

(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-Satellite 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-Satellite. 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-Satellite 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-Satellite. 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-Satellite. 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-Satellite and award of a new contract, the incumbent ProTech Satellite 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-Satellite Contractor. The orderly transfer of work from the incumbent ProTech-Satellite Contractor to the successor shall be addressed during the phase-out period. The incumbent ProTech-Satellite 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-Satellite 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-Satellite in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech-Satellite CO. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this ProTech-Satellite.

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-Satellite, 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 N/A subcontracting plan, dated N/A, in response to the solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein.

#### **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-Satellite 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 who shall be responsible for comprehensive account support for the ProTech-Satellite 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-Satellite 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](mailto: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)

**H.20 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)**

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

**(a) Definitions.**

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

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

*Sexual Harassment* - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors,

and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

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

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

***(b) Requirements.***

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



- ii. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
4. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, *Prevention Training and Awareness*, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1<sup>st</sup> of each calendar year of contract performance.

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

5. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

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

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

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

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

**(d) *Confidentiality.***

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

**(e) *Remedies.***

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

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

(End of 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/>.

**No. Title and Date**

<b>FAR Part</b>	<b>Title and Date</b>
52.202-1	Definitions (JUN 2020)
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 (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
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 (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)
52.203-14	Display of Hotline Poster(s) (JUN 2020)
52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-2	Security Requirements (MAR 2021)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
52.204-25	Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment (AUG 2020)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)

<b>FAR Part</b>	<b>Title and Date</b>
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research (JUN 2020)
52.211-5	Material Requirements (AUG 2000)
52.215-2	Audit and Records – Negotiation (JUN 2020)
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 (JUN 2020)
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 (JUN 2020)
52.215-23	Limitations on Pass-Through Charges (JUN 2020)
52.216-7	Allowable Cost and Payment (AUG 2018)
52.216-8	Fixed Fee (JUN 2011)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-9	Small Business Subcontracting Plan (JUN 2020)
52.219-14	Limitations on Subcontracting (MAR 2020)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)
52.219-28	Post-Award Small Business Program Re-representation (NOV 2020)
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020)
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020)
52.222-2	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 (JAN 2020)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)

<b>FAR Part</b>	<b>Title and Date</b>
52.222-37	Employment Reports on Veterans (JUN 2020)
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 (OCT 2020)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
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 (JUN 2020)
52.230-2	Cost Accounting Standards (JUN 2020)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (JUN 2020)
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)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (JUN 2020)
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 (JAN 2017)

<b>FAR Part</b>	<b>Title and Date</b>
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2018)
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(JUN 2020) and ALT I (JUN 2020) (for cost-reimbursement task orders)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (NOV 2020)
52.245-1	Government Property (JAN 2017)
52.245-9	Use and Charges (APR 2012)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (JUN 2020)
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 (AUG 2020)**

(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 July 1m 2021 through June 30, 2022.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(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 June 30, 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 (MAR 2020)**

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

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

(End of clause)

**I.8 Authorized Deviations in Clauses (Apr 1984)**

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

(End of clause)

**I.9 FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020)**

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

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

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

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

(End of deviation)

**I.10 FAR 52.232-16, Progress Payments (Alternate I) [DEVIATION (APR 2020)]**

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

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 95 percent of the Contractor’s total costs

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incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider the cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

\* \* \*

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

\* \* \* \* \*

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

\* \* \* \* \*

(End of deviation)

**(End of Section I)**

## ATTACHMENT J-2

# PROTECH-SATELLITE LABOR CATEGORY DESCRIPTIONS

### Satellite: Labor Categories Descriptions

**Category 1: Scientific Services.** Examples include (but are not limited to) Astronomy, Atmospheric Sciences, Chemistry, Climatology, Environmental, Geology, Materials Science, Meteorology, Oceanography, Physics, and Space Applications.

Scientific Services Subcategories

Level 1: See the standard “level 1” definition at the end of this discussion.

Level 2: See the standard “level 2” definition at the end of this discussion.

Level 3: See the standard “level 3” definition at the end of this discussion.

Level 4: See the standard “level 4” definition at the end of this discussion.

**Category 2: Engineering Services.** Examples include (but are not limited to) Electrical, Chemical, Electronics, Equipment, General, Materials, and Mechanical.

Engineering Services Subcategories

Level 1: See the standard “level 1” definition at the end of this discussion.

Level 2: See the standard “level 2” definition at the end of this discussion.

Level 3: See the standard “level 3” definition at the end of this discussion.

Level 4: See the standard “level 4” definition at the end of this discussion.

**Category 3: Analytical Services.** Examples include (but not limited to) Computer Science, Mathematics, Operations Research, and Statistics.

Analytical Services Subcategories

Level 1: See the standard “level 1” definition at the end of this discussion.

Level 2: See the standard “level 2” definition at the end of this discussion.

Level 3: See the standard “level 3” definition at the end of this discussion.

Level 4: See the standard “level 4” definition at the end of this discussion.

**Category 4: Program Operations Services.** Examples include (but not limited to) Budget Analysis, Education and Training, Financial Management, International Cooperation, Management and Program Analysis, Program Management, and Technical Writing and Editing.

Program Operations Services Subcategories

Level 1: See the standard “level 1” definition at the end of this discussion.

Level 2: See the standard “level 2” definition at the end of this discussion.

Level 3: See the standard “level 3” definition at the end of this discussion.

Level 4: See the standard “level 4” definition at the end of this discussion.

**Category 5: Scientific Information Services.** Examples include (but not limited to) Data Collection, Data Processing, Image Analysis, Information Systems, Quality Control Inspection, Scientific Applications Programing, Scientific Systems Analysis, and Web Designing.

Scientific Information Services Subcategories

Level 1: See the standard “level 1” definition at the end of this discussion.

Level 2: See the standard “level 2” definition at the end of this discussion.

Level 3: See the standard “level 3” definition at the end of this discussion.

Level 4: See the standard “level 4” definition at the end of this discussion.

**Standard Level Definitions**

Advanced degrees from an accredited institution and/or professional credentials from a recognized entity may be cumulatively tallied and substituted for experience. Masters and associates degrees are equivalent to two years of experience; bachelors and doctoral degrees are equivalent to four years of experience. Requirements for specialized degrees, credentials, and experience will be specified at the task order level.

Level 1: Minimum of four years of relevant experience, with up to eight years total relevant experience.

Level 2: Minimum of eight years of relevant experience, with up to sixteen years total relevant experience.

Level 3: Minimum of sixteen years of relevant experience, with up to twenty-five years total relevant experience.

Level 4: Minimum of twenty-five years of relevant experience.