

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	OF XX	PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. 1305M419DCNAXXXX	3. EFFECTIVE DATE 02/01/2019 (as modified through 8/12/2020)	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910	CODE SSAD	6. ADMINISTERED BY (If other than Item 5) SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910	CODE SSAD
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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)
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	9. DISCOUNT FOR PROMPT PAYMENT Net 30
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	▶	ITEM N/A
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11. SHIP TO/MARK FOR SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910	CODE SSAD	12. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE AOD 20020 CENTURY BLVD GERMANTOWN MD 20874	CODE AJ111012
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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
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
N/A	N/A				

<b>15G. TOTAL AMOUNT OF CONTRACT ▶</b>	<b>\$0.00</b>
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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	10	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	54
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth 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.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)	20A. NAME OF CONTRACTING OFFICER Erika Chavarria 301-628-0029 ERIKA.CHAVARRIA@NOAA.GOV
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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
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**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SE RVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  Period of Performance: February 01, 2019 through January 31, 2021	1	LO	0.00	0.00
1001	Option Period I: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  Period of Performance: February 01, 2021 through January 31, 2022	1	LO	0.00	0.00
2001	Option Period II: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  Period of Performance: February 01, 2022 through January 31, 2023	1	LO	0.00	0.00
3001	Option Period III: Professional and Technical Service Solution in accordance with the Statement of Work contained in Section C.  Period of Performance: February 01, 2023 through January 31, 2024	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, Fisheries, Oceans, 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 amount for all orders under all ProTech Domains is \$3,000,000,000.

There will be one solicitation for each Domain, and each solicitation will result in the award of multiple IDIQ contracts for the specified Domain. The IDIQ contracts resulting from the Request for Proposal (RFP) will provide professional and technical service to the Oceans Domain (hereafter “ProTech-Oceans”) under NAICS code 541620.

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

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

The term of ProTech-Oceans is a two year base period, and three one-year optional periods, for a total term of five years if all options are exercised. There is no guarantee that an option 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**

The multiple award IDIQ contracts for ProTech-Oceans will allow 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-Oceans provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Ordering Contracting Officer (OCO) has the authority and responsibility to determine cost or price reasonableness for task order requirements, normally not to exceed the contracted ceiling rates. Exceptions where the OCO has the flexibility to exceed

contracted ceiling rates include the following: special security clearances, sea days, hazard pay, work to be performed outside the United States, and/or other extraordinary circumstances.

The labor rates contained in Attachment J-2 are ceiling rates for work taking place in the United States (inclusive of Alaska and Hawaii). 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. The OCO should carefully consider the individual elements of a task order proposal's pricing pool before considering the ceiling rates for anything beyond not to exceed costs.

Some task orders may require services that do not correspond to the labor categories included in ProTech-Oceans. 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-Oceans as awarded.

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

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

Fixed price orders are defined under Federal Acquisition Regulation (FAR) Subpart 16.202, FFP 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.

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 as appropriate depending on contract type, 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- Oceans 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-Oceans, the Government will place orders totaling a minimum of \$250. The amount of all orders will not exceed \$3,000,000,000 across all five domains.

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 OCEAN SERVICES DOMAIN**

The primary clients of this Domain will be the offices of the National Ocean Service (NOS). NOS' mission is to provide science-based solutions through collaborative partnerships with industry to address evolving economic, environmental, and social pressures on our ocean and coasts. NOS has identified three priorities that reflect the primary statutory and mission drivers and reflect NOAA's commitment to navigation services, coastal research and observations, emergency response, and place-based conservation programs. Other NOAA offices may also use the contracts included within this Domain if their requirements are covered herein.

Coastal resilience: preparedness, response, and recovery. From oil spills and vessel groundings to hurricanes and marine debris, NOS provides world-class science and services in support of



resilient and healthy coastal communities, economies, and ecosystems. In light of increasing threats to our coasts, coastal resiliency has become a national priority. NOS supports and informs improved decision making and end-to-end coastal preparedness, response, recovery, and resiliency.

Coastal intelligence. Whether it is the nation's nautical charts, environmental monitoring and assessment, or socioeconomic tools, NOS and their industry partners are committed to integrating science and services to provide actionable information. The goal is to increase ocean and coastal intelligence and thereby improve the ability of public and private decision makers to make informed choices.

Place-based conservation. Conserving coastal places provides economic benefits to local communities. These communities rely on dollars spent on activities such as recreation and tourism. NOS works to conserve marine areas and preserve the economic benefits of these special places to local communities through its coastal management and place-based conservation programs. These include Coastal Zone Management, the Coastal and Estuarine Land Conservation Program, the National Estuarine Research Reserve System, National Marine Sanctuaries, and the Coral Reef Conservation Program. See the NOS website <http://oceanservice.noaa.gov/> for more information on NOS programs.

The services provided under ProTech will support NOS worldwide. To support NOS, the Contractor shall provide the full range of program management, professional scientists, technical experts, consultants, and administrative support to provide professional and technical services, as well as all equipment, facilities, and travel needed to complete the work, on a timely basis in the broad areas described below and as specified by each individual task order.

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

The Contractor shall conduct studies, numerical modeling, assessments, analyses, and reporting, which focus on current and future programs in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. Program studies and analyses will involve developing, evaluating, analyzing, and reviewing coastal and oceans programs and policies that develop strategies and contribute to the state-of-the-science assessments of the climate. Specific emphasis will be focused on identifying and mitigating any Organizational Conflict of Interest (OCI) concerns for any contractors that assist the Government in conducting special studies of NOS operations. The program studies, analyses, and reports will identify and promote the use of best practices in coastal and ocean habitat planning and may be used to inform program modification and redesign. The Contractor shall develop new analytical and quantitative tools, analyze data, and develop a final report of results and recommendations. Program studies, analyses and reports may include, but are not limited to, the following:

- C3.1.1 Provide collection of coastal and ocean data and information products and perform time series, harmonic, spectral, and other statistical analyses of field data and model-generated data.
- C3.1.2 Perform 24x7 real-time monitoring and quality control of oceanographic, navigation, and meteorological data collected by sensors deployed in the field to ensure the availability, accuracy, and quality of tide, water level, current and other marine environmental information.
- C3.1.3 Provide services to investigate and report data problems (inconsistent or questionable readings, changes in sensor status, etc.) utilizing appropriate oceanographic principles, such as inter-comparisons (neighbor checks, observations vs. predictions, etc.).
- C3.1.4 Provide services to collect, analyze, evaluate, correct, and spectrally combine terrestrial, marine, airborne, and satellite gravity data and support creation of a geoid for use in geodetic control and modeling. Support publishing terrestrial and airborne gravity data for use in geodetic control and modeling.
- C3.1.5 Provide scientific support to analyze satellite data in support of Coastal and Ocean programs.
- C3.1.6 Provide data entry, manipulation, verification, quality control, and evaluation of oceanographic, meteorological data, and nautical charting systems.
- C3.1.7 Process, analyze, control quality, and disseminate data (to include data categorized as sensitive) and derived products from oceanographic, navigation and nautical charting systems, and meteorological data collected by sensors deployed in the field or space;
- C3.1.8 Develop and support routine state-of-the-science assessments of the climate system for informed decision-making; and provide archeology support to coastal and ocean programs.
- C3.1.9 Analyze and report on deficiencies in operational systems, evaluate system enhancements, and provide insight into new sensor behavior.
- C3.1.10 Provide scientific expertise support in of ocean science, biology, physical science, science policy, science project management, and natural resource management disciplines.

### **C.3.2 Applied Research, Development, Engineering, and Operations**

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations to support oceanic and atmospheric research for 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 identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. The Contractor shall analyze data and develop a final report of results and recommendations. Applied research, development, engineering, consulting, and operations support may include, but are not limited to, the following:

C321 Provide oceanic and atmospheric research support delineating regional ecosystems, promote partnerships at the ecosystem level, and implement cooperative strategies to improve regional ecosystem health to include diving operations.

C322 Provide modeling and analysis, research and development, experiments, data management, findings and interpretive products, coastal ocean assessments and reports, ocean observing, and technical feasibility studies for Coastal and Ocean programs.

C323 Enhance partner development and system engineering to advance integration across participating federal agencies and the Integrated Ocean Observing System (IOOS) Regional Associations.

C324 Provide services for field operations of Remote Operation Vehicles, drop camera, benthic grabs or other technology to characterize the seafloor and associated biota.

C325 Provide scientific services for development and evaluation of new simulation and predictive models to predict species habitat utilization patterns and the advancement of understanding of ecosystems.

C326 Provide advanced technology monitoring and observing systems to expand and enhance the capabilities, such as weather and oceanographic observations, ice forecasts and newscasts, geodetic, hydrographic and topographic surveys, to provide accurate, up-to-date information.

C327 Provide system-wide boat planning and use management; assistance to the Government on new boat construction and acquisition

C328 Maintain a boat inventory and database; develop safe-operation guidelines and operation manuals; boat maintenance, repair, and services; day-to-day boat operation in near-shore and offshore waters.

C329 Provide vessel support, transportation services and small boats operations related to special science and exploratory expeditions, data collection and ecosystem monitoring in the coastal ocean for all field office operations and on-the-water operations.

C3210 Provide installation and maintenance of mooring buoys, boundary markers, instrument moorings, and instrumentation packages, and technical support to the buoy team in preparation, field deployment, field maintenance and retrieval of components.

C3211 Transfer data and integrate real-time sensor data into web displays; technical support to the engineering design process based on field and lab data analysis; and conduct sensor interoperability testing comparing ease of integration of existing software to interoperability software.

C3212 Provide Geographic Information System (GIS) services for coastal and ocean resource management and navigation and nautical charting systems.

C3213 Provide technical and analytical services for remote sensing support for coastal and ocean resource management and navigation.

C3214 Provide programmatic and technical support for marine debris projects and research for oceans and coastal hazards.

### **C.3.3 Field Sampling, Data Collecting, and Surveys**

The Contractor shall conduct field sampling, data collection, and surveys. These services will support program managers in evaluating and employing state-of-the-art-data collection technologies and determine if further sampling and collection is required. Surveys may require Contractors to identify and apply appropriate evaluation methodologies and research designs needed for a particular program or answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection may require accessing databases from appropriate sources, constructing databases, and consulting with other experts as required. Field sampling, data collecting, and surveys may include, but are not limited to, the following:

C331 Provide services in the design, installation, and maintenance of field data collection and field condition monitoring platforms and programs and the collection of field data, which may include, but is not limited to, diving in relation to work in marine archeology, research coordination, scientific research, and buoy operations, and environmental monitoring. All diving must adhere to OSHA Diving Regulations.

C332 Provide and assist in the design and implementation of coastal and ocean-related social science tools and methods, including, but not limited to, surveys, interviews, and focus groups.

C333 Analyze (using both quantitative and qualitative methods) and report socio- economic data that results from coastal and ocean social science based inquiries.

C334 Provide analytical and operational services to collect, process, and document full-scale coastal and ocean data. Data will be included as part literature to be published in scientific journals.

C335 Collect, develop, integrate, map, and analyze Geospatial data for use in coastal and ocean resource management and navigation and nautical charting systems, as well as update and maintain geodetic models and classification of shoreline elements.

C336 Collect biological and physical samples for chemical characterization and histopathological analysis.

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

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements and measurements. Services may include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which data are collected. Activities may include collection and analysis of program data; field observation reports; advice concerning improvement of agency measurement systems, disseminating these methods to other Government agencies and interested organizations; developing assessments, reports, and plans, logistics support, technical training, conducting independent reviews and education and outreach activities. The consulting, and program and project management services may include, but are not limited to, the following:

C34.1 Provide services to the Government with strategic planning, policy development, project programming, congressional affairs, and budgeting system support to designated programs.

- C342 Provide assistance to the Government with planning, developing, and implementing Government quality assurance programs and/or Quality Management Systems. Develop strategies for improving the quality of climate observations, analyses, interpretation, and archiving.
- C343 Provide quality assurance support for acquiring, describing, and maintaining archived coastal and ocean data and data products, metadata, and related information.
- C344 Provide assistance to the Government with developing and coordinating NOAA's homeland security-related plans, programs, and policies to enhance NOAA-wide program response, risk management, continuity of operations, and other contingency planning and program infrastructure.
- C345 Provide assistance to the Government with evaluation, analysis and review of Coastal and Oceans programs, management policies and guidance, technical assistance, review and comment for ongoing or planned environmental assessments National Environmental Policy Act (NEPA).
- C346 Develop instructions, guides, procedures, and processes for operating, maintaining, and configuring oceanographic, navigation and nautical charting systems, and meteorological systems.
- C347 Develop, test, implement, and quality control of processes and procedures for collecting coastal and ocean data.
- C348 Support document development for requirements, business analysis, and design specifications for oceanographic, navigation, and meteorological systems.
- C349 Provide assistance to the Government with administrative and technical support to the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, cost collection and estimating, and developing spend plans, cost tracking and reporting systems.
- C34.10 Support the development and maintenance of software for the operation of budget formulation databases and for producing tracking and reports.
- C34.11 Provide assistance to the Government with financial services support to NOAA programs including but not limited to Interagency Agreements, grants, and other federal funding

opportunities.

C34.12 Provide assistance to the Government with coordinating facility access and security requirements.

C34.13 Provide communication, external requests for information, and outreach projects support including document development, editing and graphic art services. Services may include design, layout, word processing, copy-editing and photocopying of reports, materials, brochures, or other printed or electronic materials. Graphic services, including graphic artists, preparation of graphs based on the analysis of technical data and in the preparation of flyers, posters, pamphlets, covers, logos, promotional materials, and end-to-end video services.

C34.14 Provide assistance to the Government with programmatic and financial technical assistance to place-based Coastal and Oceans programs.

C34.15 Provide assistance to the Government with the development of economic guidelines and standards, and points of view used in forecasting trends and formulating economic policy. Formulate recommendations, policies, or plans to address economic problems or to interpret relevant markets.

### **C.3.5 Capacity Building**

The Contractor shall provide products and services to support enhancing external coastal audiences' knowledge and skills.

C35.1 Provide technical training for coastal professional audiences, including instructional design and materials to incorporate adult learning theory and technologies.

C35.2 Provide education information focused on ocean and estuarine literacy related to NOS mission, for K-12, community members and teacher audiences, including learning networks, and instructional design to incorporate educational and instructional theory and technologies.

C35.3 Provide technical assistance to address coastal and ocean management issues, providing support on products and services and working directly with local communities.

C35.4 Provide logistical and programmatic support for designing and delivering collaborative processes and facilitation support.

C355 Develop, implement and coordinate NOAA fellowship programs.

**(End of Section C)**



## **SECTION D: PACKAGING AND MARKING**

### **D.1 PACKAGING**

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

### **D.2 MARKING**

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

Specific marking requirements may be addressed in individual task orders.

**(End of Section D)**

## **SECTION E: INSPECTION AND ACCEPTANCE**

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

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

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

### F1 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: <https://acquisition.gov/far/index.html>.

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

### F2 1352.270-70 PERIOD OF PERFORMANCE and ORDERING PERIOD (APR 2010)

- a) The base period of performance and ordering period of this contract is from February 01, 2019 through January 31, 2021. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b) The optional periods that may be exercised are as follows:

Period	Start Date	End Date
Option Period One	February 01, 2021	January 31, 2022
Option Period Two	February 01, 2022	January 31, 2023
Option Period Three	February 01, 2023	January 31, 2024

- c) The notice requirements for unilateral exercise of option periods and ordering periods are set out in FAR 52.217-9. (End of clause)

### F3 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.

#### **F4 PLACE OF PERFORMANCE**

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

#### **F5 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 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.

#### **F6 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 business days after notification.
- d) Any failure of the Contractor to adhere to a delivery schedule or a deliverable requirement may be reflected in the Contractor's past performance report.
- e) The following table provides a summary of reporting requirements.

<b>Report Description</b>	<b>Number of Copies</b>	<b>Due Dates</b>
<b>Monthly Contract Status Report</b> (Section F.6.1)	1-IDIQ CO 1-COR	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.
<b>IDIQ Escalation Plan</b> (Section F.6.3)	1 – IDIQ CO 1 – COR	No Later Than 90 Days After IDIQ contract award.

### **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. 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.

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

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

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

**(End of Section F)**

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 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-Oceans Contract Level

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

Name: Erika Chavarria  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office (AGO)  
Strategic Sourcing Acquisition Division  
1325 East West Highway, Room 11394  
Silver Spring, MD 20910  
Email: [erika.chavarria@noaa.gov](mailto:erika.chavarria@noaa.gov)  
Tel No: (301) 628-0029

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

- a) Katy Pridgen 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 Oceans Domain is:

Name: Katy Pridgen  
Address: National Oceanic and Atmospheric Administration  
Acquisition and Grants Office (AGO)  
Strategic Sourcing Acquisition Division  
1325 East West Highway, Room 11392  
Silver Spring, MD 20910  
Email: [kathryn.pridgen@noaa.gov](mailto:kathryn.pridgen@noaa.gov)  
Tel No: (301) 628-1405

- 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.

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

OCO's shall designate CORs for individual task orders that will be responsible for day-to-day coordination of task orders. The TO COR will represent the OCO in the 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 ProTech ombudsman is:

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

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

All ProTech-Oceans contract holders will be provided a fair opportunity to be considered on task orders, in accordance with FAR 16.505(b)(1), unless exempted in accordance with applicable

terms of the 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 either the NOAA Small Business Office or the OCO's cognizant 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(d), 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 shall be completed for the IDIQ contracts, and may be completed for task orders when determined useful for source selection purposes. A CPARS evaluation will be required for all task orders in excess of the Simplified Acquisition Threshold and issued by DOC Bureaus outside of NOAA.
- b) Performance Evaluation Period - The Contractor's performance will be evaluated at least annually. CPARS is a web-enabled tool to evaluate the Contractor's performance and for the Government and Contractor to review, comment on, and approve evaluations.
- c) Performance Evaluation Factors - The Contractor's performance will be evaluated in accordance with the factors identified within the contract requirement.
- d) Contract 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 is located at <https://www.cpars.gov/>. The Contractor will be allowed 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.

- e) Resolving Disagreements between the Government and the Contractor - Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, Contractor's response, and review comments, if any, will be retained as part of the evaluation.
- f) Release of Contractor Performance Evaluation Information - The completed evaluation will be available to Government source selection personnel through the Past Performance Information Retrieval System (PPIRS). Disclosure of such information outside the Government could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.
- g) Retention Period - The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future 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 the ProTech program. 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) on work not related to ProTech 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- Oceans. 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-Oceans are informed of the substance of this section. Moreover TO CORs

will designate and provide close surveillance on any task order work determined by the OCO to be “closely associated” to inherently Government work. 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- Oceans. 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-Oceans. 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**

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

## **G.11 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2016)**

- a. The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:
  1. Allow contractors to better prepare for and propose on business opportunities.
  2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting from.
  3. Identify constraints in transparency and process.
- b. The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties

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

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

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

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A•76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates, etc.).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

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

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

g. Questions regarding this solicitation and contract language shall be directed to Rafael Roman, NOAA AGO Ombudsman, at [Rafael.Roman@noaa.gov](mailto:Rafael.Roman@noaa.gov)

**(End of Section G)**

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 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: <https://www.acquisition.gov/>.

CAR Part	Title and Date
1352.208-70	Restrictions on Printing and Duplicating (APR 2010) 1352.208-72
1352.209-74	Organizational Conflict of Interest (APR 2010) 1352.216-74
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
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
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)
352.208-70	Restrictions on Printing and Duplicating (APR 2010) 1352.208-72
1352.209-74	Organizational Conflict of Interest (APR 2010) 1352.216-74
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

## **H.2 AUTHORIZED USERS**

ProTech-Oceans is available for use by NOAA and its Line and Staff Offices, as well as other Bureaus, Agencies, Administrations, and Offices within the 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-Oceans in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech-Oceans CO. This restriction does not apply to marketing materials developed for presentations to potential Government customers of the ProTech IDIQ Program.

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

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

During the period of ProTech-Oceans, 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 INSERT, subcontracting plan, dated INSERT, in response to the solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein as Attachment J-5.

## **H.7 NOTIFICATION REQUIREMENTS FOR 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**

business days after the ProTech-Oceans awards. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems.

The CO is responsible for establishing the time and place of the conference, and will notify the appropriate Government stakeholders 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) i) "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.

(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.

(b) Alternate III (APR 2010) - 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.

(c) Alternate IV (APR 2010) 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.

(d) Alternative VI (APR 2010) 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: INSERTED AT AWARD, who shall be responsible for comprehensive account support for the ProTech-Oceans 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.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.

- 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 SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT**

(a) Definitions. As used in this provision –

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

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

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

*Scientific and Research Misconduct* means fabrication, falsification, or plagiarism in proposing, performing, or reviewing scientific and research activities, or in the products or reporting of the results



of these activities. It specifically includes intentional circumvention of the integrity of the scientific and research process and actions that compromise that process, but does not include honest error or differences of opinion.

*Investigation* is formal collection and evaluation of information and facts to determine if scientific or research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

(b) General Guidelines

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

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

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

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

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

(c) Investigating Misconduct Research

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

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

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

2. *Finalizing Investigation.* When the investigation is complete, the Contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) Findings and Corrective Actions

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

(e) Department of Commerce Actions

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

(End of contract language)

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

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

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

1. Contracts for services (*except* for services for the use of vessels).
  - A. As set forth in the NAO, the NOAA policy to maintain a work environment free from sexual assault and sexual harassment is applicable to contractor employees. As prescribed by 1330-22.000-70(b)(1), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-70, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy*.
  - B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. This training, which must include specific required elements, shall be provided by the contractor to contractor employees assigned to perform under the contract initial in- processing and annually thereafter, as applicable. A link to the required training elements is provided at: <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>

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

- C. The COR or CO for the contract shall ensure that the contractor provides evidence (by name and date completed) that the contractor employees performing on the contract have completed the mandatory training required (1) after initial contract award or the date a contractor employee is assigned to perform under the contract and (2) annually thereafter during the term of the contract in accordance with the timeframe established in the solicitation and contract language. The evidence of the initial and annual (where applicable) training completion shall be retained in the COR file/contract file.
  - D. In the case of a reported incident of sexual assault or sexual harassment involving a contractor employee, the CO and COR (if assigned) shall work together with the contractor to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable). This may involve contacting the NOAA Civil Rights Office and/or the NOAA Workforce Management Office. When handling such an incident, care must be taken to ensure there is no appearance of personal services or an employer-employee relationship between the Government and the contractor. In addition, if the incident involving a contractor employee also involves a NOAA employee, the CO and COR must follow the guidance set forth under NAO 202-1106, as it pertains to NOAA employees.
  - E. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training requirements set forth in the solicitation and contract language, may result in one or more remedies available to the Government.
2. Contracts for services for the use of vessels.
- A. The NAO, in its entirety, applies to all contractor employee crew members performing aboard a vessel secured for use under a NOAA contract. As prescribed by 1330-22.000-70(b)(2), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-71 *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Crew Members of Vessels under NOAA Contract or Order*.
  - B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. Contractor employees identified as crew members under the contract for the use of a vessel(s) will receive NOAA-provided initial training on sexual assault and sexual harassment prevention and response, as well as drug and alcohol

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

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

**(End of Section H)**



## SECTION I CONTRACT CLAUSES

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

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

FAR Part	Title and Date
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-14	Display of Hotline Poster(s) (OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)

52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
<b>52.204-25</b>	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)</b>
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research (APR 2011)
52.211-5	Material Requirements (AUG 2000)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost or Pricing Data (AUG 2011)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.216-7	Allowable Cost and Payment (AUG 2018)
52.216-8	Fixed Fee (JUN 2011)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)

52.219-6	Notice of Total Small Business Set-Aside (MAR 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-9	Small Business Subcontracting Plan (MAR 2020)
52.219-14	Limitations on Subcontracting (MAR 2020)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)
52.219-28	Post-Award Small Business Program Re-representation (MAY 2020)
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020)
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-17	Non-displacement of Qualified Workers (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEP 2016)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FEB 2016)
52.222-38	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 (JAN 2019)
52.222-54	Employment Eligibility Verification (OCT 2015)



52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General – Alternate IV (MAY 2014)
52.227-17	Rights in Data-Special Works (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
52.230-2	Cost Accounting Standards (OCT 2015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
52.230-6	Administration of Cost Accounting Standards (JUN 2010)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (AUG 2012)
52.232-8	Discounts for Prompt Payment (FEB 2002)

52.232-11	Extras (APR 1984)
<b>52.232-16</b>	<b>Progress Payments (APR 2012) – See Deviation in Section I.11</b>
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) <i>(for other than cost-reimbursement task orders)</i> and ALT I (FEB 2002) <i>(for cost-reimbursement task orders)</i>
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
<b>52.232-40</b>	<b>Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) – See Deviation in Section I.10</b>
52.233-1	Disputes (MAY 2014) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes–Time and Materials or Labor Hours (SEP 2000)

52.244-2	Subcontracts (OCT 2010) and ALT I (JUN 2007) <i>(for cost-reimbursement task orders)</i>
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (AUG 2019)
52.245-1	Government Property (JAN 2017)
52.245-9	Use and Charges (APR 2012)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996) <i>(for time-and-material or labor-hour task orders)</i>
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

**I.2 52.216-18 ORDERING (OCT 1995).**

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

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

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

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

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

(1) Any order for a single item in excess of \$50,000,000;

(2) Any order for a combination of items in excess of \$50,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

#### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years from the final date of the contract ordering period.

(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 current period of performance of the contract.

Inclusion of FAR Clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government should circumstances, such as those outlined at FAR 37.111, Extension of Services, occur. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise. Rates for each of the ordering periods were evaluated at the time of award and determined fair and reasonable.”

(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 five 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. Term is defined as both the period of performance and ordering period of the contract, which shall run concurrently from the effective period of the award, through the end of the currently period of performance of the contract.

(b) If the Government exercises this option to extend the term of the contract, 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.

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

the contract.

Possibilities for not exercising an option on an IDIQ award can include, but are not limited to the following:

1. Failure to meet the deliverables, compliance, or performance standards at the IDIQ or task order level.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Consistent lack of competing on task orders the OCO's market research has determined a contractor is capable of fulfilling.
4. Taking any other action which is not permitted under the ProTech IDIQ Terms and Conditions.

(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 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and ALTERNATIVE I (JAN 2017) (IF APPLICABLE)**

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

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

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

(End of clause)

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

- (a)[(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, u] Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [in accordance with the accelerated payment date established], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, [with a goal of 15 days] after receipt of a proper invoice and all other required documentation from the small business subcontractor [if a specific payment date is not established by contract.
- (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor].
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of deviation)

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

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

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

\* \* \*

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

\* \* \* \* \*

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

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

**(End of Section I)**



## **SECTION J**

- J-1 List of Attachments
- J-2 Ceiling Hourly Rate Table by Labor Category
- J-3 Labor Category Descriptions
- J-4 Sample Monthly Contract Progress Report
- J-5 Subcontracting Plan (if applicable)

**(End of Section J)**

**ATTACHMENT J-2**

**PROTECH-OCEANS PRICING  
[LEFT BLANK INTENTIONALLY]**

## ATTACHMENT J-3

### PROTECH-OCEANS DOMAIN LABOR CATEGORY DESCRIPTIONS

**Category 1: Coastal Hazards Services.** Examples include (but not limited to) coastal engineering, environmental engineering, hazard mitigation, emergency response management, climate engineering, environmental hazard prevention, control, and remediation, remote sensing, coastal and marine policy, and coastal surveying.

#### Coastal Hazard Services Subcategories

- Level 1: MA/MS in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 4 years of directly related experience
- Level 2: MA/MS in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 8 years of directly related experience
- Level 3: Ph.D. in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 4 years of directly related experience
- Level 4: Ph.D. in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 8 years of directly related experience

**Category 2: Coastal Management Services.** Examples include (but not limited to) logistical management, resiliency planning, environmental engineering, climate change analysis, water management, coastal and marine policy, and supply chain analysis.

#### Coastal Management Services Subcategories

- Level 1: MA/MS in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 4 years of directly related experience
- Level 2: MA/MS in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 8 years of directly related experience
- Level 3: Ph.D. in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 4 years of directly related experience
- Level 4: Ph.D. in Marine Science, Engineering, Biology, Oceanography, GIS, Remote Sensing, or related field, and a minimum of 8 years of directly related experience

**Category 3: Environmental Sciences.** Examples include (but not limited to) environmental consulting, education, management, conservation, water quality, recycling, sustainability analysis, field work, coastal and marine policy and planning, scientific technical writing and review, and biological, physical, and earth scientific analysis.

#### Environmental Sciences Subcategories

- Level 1: BA/BS. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 8 years of directly related experience
- Level 2: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 8 years of directly related experience
- Level 3: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 4 years of directly related experience.
- Level 4: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 8 years of directly related experience
- Level 5: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 16 years of directly related experience.

**Category 4: Geographic Information Systems (GIS) Analysis.** Examples include (but not limited to) collection, management, analysis, modeling, and presenting geographic or spatial data, concept formulation, statistics, computer science, remote sensing, and constructing applications in relation to GIS data and overlays of maps and datasets.

#### GIS Analysis Subcategories

- Level 1: BA/BS in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, and a minimum of 4 years of directly related experience.
- Level 2: MA/MS in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, and a minimum of 4 years of directly related experience.
- Level 3: Ph.D. in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, and a minimum of 4 years of directly related experience; or a MS/MA plus a minimum of 8 years of directly related experience.
- Level 4: Ph.D. in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience; or a MA/MS plus a minimum of 16 years of directly related experience.

**Category 5: Geographic Information Systems Data (GIS) Management.** Examples include (but not limited to) metadata conformation and standardization, digital cartography, image processing, concept formulation, software architecture and engineering, integration of general software applications with GIS software, statistics, GIS operation, geospatial production techniques, remote sensing, and photogrammetry.

#### GIS Management Subcategories

- Level 1: Ph.D. in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience; or a MS/MA plus a minimum of 8 years of directly related experience.
- Level 2: Ph.D. in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience; or a MA/MS plus a minimum of 16 years of directly related experience.
- Level 3: Ph.D. in Computer Science, Marine Science, GIS, Remote Sensing, or a related field, plus a minimum of 16 years of directly related experience; or a MA/MS plus a minimum of 25 years of directly related experience.

**Category 6: Program Analysts.** Examples include (but not limited to) operational assistance, policy research, analysis, and recommendations, budgetary analysis, database management, economics (including all manner of socioeconomic studies and analysis), statistical analysis, coastal and marine policy, and quality control.

#### Program Analysis Subcategories

- Level 1: BA/BS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience.
- Level 2: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience.
- Level 3: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience.
- Level 4: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience.

**Category 7 Program Management.** Examples include (but not limited to) qualitative and quantitative analysis of the effectiveness of organizational programs, evaluation of efficiency of complex program operations, financial analysis and management, issue analysis, extrapolation, presentation, and implementation, quality control, coastal and marine policy, and database analysis.

Program Management Subcategories

- Level 1: BA/BS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience.
- Level 2: BA/BS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience.
- Level 3: MA/MS Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 4 years of directly related experience.
- Level 4: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience.
- Level 5: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience; or a MA/MS plus a minimum of 16 years of directly related experience.

**Category 8: Remote Sensing.** Examples include (but not limited to) data and collection, processing, and management, information systems, imagery analysis and capture, and cartography,

Remote Sensing Subcategories

- Level 1: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field and a minimum of 4 years of directly related experience; or BA/BS and a minimum of 8 years of directly related experience.
- Level 2: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, and a minimum of 8 years of directly related experience.
- Level 3: Ph.D. Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 8 years of directly related experience; or a MA/MS and a minimum of 16 years of directly related experience..
- Level 4: Ph.D. Marine Science, Biology, Oceanography, GIS, Remote Sensing, or a related field, plus a minimum of 16 years of directly related experience; or MA/MS plus a minimum of 20 years of directly related experience;

**Category 9: Marine Science.** Examples include (but not limited to) marine biology, ecology, marine archeology and geo-archaeology, oceanography, ocean engineering, social and policy sciences, research, field and laboratory work, design, fabrication, configuration, installation, testing, and repair of the structural elements of oceanographic equipment such as sensors and field instruments, scientific technical writing and review, and data collection and synthetization.

Marine Sciences Subcategories

- Level 1: BA/BS in Marine Science or a related field, and a minimum of 4 years of directly related experience.
- Level 2: BA/BS in Marine Science, or a related field, plus a minimum of 8 years of directly related experience.
- Level 3: MA/MS Marine Science, or a related field, plus a minimum of 8 years of directly related experience.
- Level 4: Ph.D. in Marine Science, or a related field, plus a minimum of 8 years of directly related experience.

Level 5: Ph.D. in Marine Science, or a related field, plus a minimum of 16 years of directly related experience

**Category 10: Training.** Examples include (but not limited to) technical training in all areas within scope of the SOW for professional audiences, creation of instructional materials and brochures for all levels of learning, community engagements and speakership, education of K-12 audiences on literacy related to the NOS mission, and training in office-specific safety plan implementation as needed..

#### Training Subcategories

- Level 1: BA/BS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, and a minimum of 4 years of directly related experience.
- Level 2: MA/MS in Marine Science, Biology, Oceanography, GIS, Remote Sensing, and a minimum of 4 years of directly related experience.
- Level 3: Ph.D. Marine Science, Biology, Oceanography, GIS, Remote Sensing, and a minimum of 8 years of directly related experience.
- Level 4: Ph.D. in Marine Science, Biology, Oceanography, GIS, Remote Sensing, plus a minimum of 16 years of directly related experience

**Category 11: Web Designing.** Examples include (but not limited to) creation and/or development of websites and associated applications. Involvement is all aspects of the look, layout, features, and maintenance of a website.

#### Web Designing Subcategories

- Level 1: BA/BS in Computer Science or a related field, and a minimum of 4 years of directly related experience.
- Level 2: MA/MS in Computer Science or a related field, and a minimum of 4 years of directly related experience.
- Level 3: MA/MS in Computer Science or a related field, and a minimum of 8 years of directly related experience.

## ATTACHMENT J-4

### MONTHLY CONTRACT STATUS REPORT TEMPLATE

<b><u>Header Fields</u></b>	<b><u>Definition</u></b>
1 <sup>st</sup> Line	Company Name and ProTech Contract Number.
2 <sup>nd</sup> Line	Report Date and Period the report covers in MM/DD/YYYY format.
<b><u>Data Fields</u></b>	<b><u>Definition</u></b>
Task Order Summary	List in sequential numeric order each awarded TO and TO Modification (TO Number / TO Modification Number)
TO Title/Description	Provide the Title and/or short description of the awarded TO / TO Modification.
Date of TO Award or	Indicate the date the TO or modification was awarded; put in MM/DD/YYYY format
Customer Organization	Indicate the NOAA Customer Line / Staff Office / Division / Branch for which the TO / TO Modification was issued.
TO Type	Indicate the type of TO Awarded (i.e. FP, T&M, etc.).
Period of Performance	Indicate the date to which the performance under the TO began and the date for when performance is to end, to include all options. Indicate the start and end date for a listed TO Modification if the TO Modification changes the TO's Performance Period.
Total TO Value	Indicate the total value, inclusive of all options, for all awarded TOs and the total value of each TO. If a TO modification was issued obligating additional funds to the TO, list that amount for total value.
Amount Obligated to Date	Indicate the amount of funding that has been obligated on the awarded for all TOs and the total obligated amount for each TO. If a TO modification was issued obligating additional funds to the TO, list that amount.

TO Contracting Officer	Indicate the Name, Phone Number, and Email address of the NOAA Contracting Officer signing the TO Award document or the issued TO Modification.
TO COR	Indicate the Name, Phone Number, and Email address of the assigned NOAA Contracting Officer's Representative for the awarded TO.
Contractor TO Program Manager	Indicate the Name, Phone Number and Email address of the Company's Program Manager for the awarded TO. (For a listed TO Modification, indicate the Contractor TO Program Manager for the TO being modified.)
Status of each TO for Reporting Period	Summarize the status of each TO for the reporting period, including major milestones achieved, major risks, and any issues which may affect cost, schedule or performance. Also include any significant changes to the contractor's organization.
Website Revisions	Summarize the changes to the website, if applicable, described in Section H.4 of the contract.



**ATTACHMENT J-5**

**SUBCONTRACTING PLAN (IF APPLICABLE)**