

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 100	
2. CONTRACT (Proc. Inst. Ident.) NO. 1305M423DNEEAMASTERCONTRACT		3. EFFECTIVE DATE UPDATED JUN 30, 2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NE-EA0000-23-00498			
5. ISSUED BY NESDIS 1335 EAST-WEST HWY SSMC-1 RM 8338/E SILVER SPRING MD 20910		CODE EA000012		6. ADMINISTERED BY (If other than Item 5) CORPORATE SRVCS ACQUISITION DV 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE CSAD	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) [LEFT BLANK INTENTIONALLY]				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR NESDIS 1335 EAST-WEST HWY SSMC-1 RM 8338/E SILVER SPRING MD 20910		CODE EA000012		12. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE BLDG. SSMC3 1315 EAST WEST HWY SILVER SPRING MD 20910		CODE AJ200012	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		Please See Continuation Page for Line Item Details				15E. UNIT PRICE	
						15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	75 - 98
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13 - 33	X	J	LIST OF ATTACHMENTS	99 - 100
X	D	PACKAGING AND MARKING	34 - 35	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	36 - 37		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
X	F	DELIVERIES OR PERFORMANCE	38 - 42				
X	G	CONTRACT ADMINISTRATION DATA	43 - 52		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	-
X	H	SPECIAL CONTRACT REQUIREMENTS	53 - 74		M	EVALUATION FACTORS FOR AWARD	-
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 <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary: (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER VIRGINIA SCOTT 301-628-1379 VIRGINIA.SCOTT@NOAA.GOV			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED MAR 02, 2023	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Contracting Officer: VIRGINIA SCOTT, 301-628-1379, VIRGINIA.SCOTT@NOAA.GOV</p> <p>Primary Contracting Officer Representative: EDWARD M. BAKER, 301 628-1324 , edward.m.baker@noaa.gov</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Commercial - Fixed Price type orders.</p> <p>Ordering Period: 06/30/2023 through 06/29/2028.</p> <p>Period of Performance: 06/30/2023 to 06/29/2038</p>	0.00	LT	0.00	0.00
0002	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Commercial - Time-and-Materials (T&M) type orders.</p> <p>Ordering Period: 06/30/2023 through 06/29/2028.</p> <p>Period of Performance: 06/30/2023 to 06/29/2038</p>	0.00	LT	0.00	0.00
0003	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Commercial - Labor-Hour (LH) type orders.</p> <p>Ordering Period: 06/30/2023 through 06/29/2028.</p> <p>Period of Performance: 06/30/2023 to 06/29/2038</p>	0.00	LT	0.00	0.00
0004	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Fixed-Price type orders.</p> <p>Ordering Period: 06/30/2023 through 06/29/2028.</p> <p>Period of Performance: 06/30/2023 to 06/29/2038</p>	0.00	LT	0.00	0.00
0005	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Cost-Reimbursement type orders.</p>	0.00	LT	0.00	0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Ordering Period: 06/30/2023 through 06/29/2028. Period of Performance: 06/30/2023 to 06/29/2038 Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This Contract Line Item Number (CLIN) is for: Non-Commercial Time-and-materials (T&M) type orders.	0.00	LT	0.00	0.00
0007	Ordering Period: 06/30/2023 through 06/29/2028. Period of Performance: 06/30/2023 to 06/29/2038 Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This Contract Line Item Number (CLIN) is for: Non-Commercial Labor Hour (LH) type orders.	0.00	LT	0.00	0.00
1001	Ordering Period: 06/30/2023 through 06/29/2028. Period of Performance: 06/30/2023 to 06/29/2038 Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This Contract Line Item Number (CLIN) is for: Commercial - Fixed Price type orders.	0.00	LT	0.00	OPT 0.00
1002	Ordering Period: 06/30/2028 through 06/29/2033. Period of Performance: 06/30/2028 to 06/29/2033 Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This Contract Line Item Number (CLIN) is for: Commercial - Time-and-Materials (T&M) type orders.	0.00	LT	0.00	OPT 0.00
1003	Ordering Period: 06/30/2028 through 06/29/2033. Period of Performance: 06/30/2028 to 06/29/2033 Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This Contract Line Item Number (CLIN) is for: Commercial - Labor-Hour (LH) type orders.	0.00	LT	0.00	OPT 0.00
1004	Ordering Period: 06/30/2028 through 06/29/2033. Period of Performance: 06/30/2028 to 06/29/2033	0.00	LT	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	<p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Fixed-Price type orders.</p> <p>Ordering Period: 06/30/2028 through 06/29/2033.</p> <p>Period of Performance: 06/30/2028 to 06/29/2033</p> <p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Cost-Reimbursement type orders.</p> <p>Ordering Period: 06/30/2028 through 06/29/2033.</p> <p>period of Performance: 06/30/2028 to 06/29/2033</p>	0.00	LT	0.00	OPT 0.00
1006	<p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Time-and-materials (T&M) type orders.</p> <p>Ordering Period: 06/30/2028 through 06/29/2033.</p> <p>Period of Performance: 06/30/2028 to 06/29/2033</p>	0.00	LT	0.00	OPT 0.00
1007	<p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for: Non-Commercial Labor Hour (LH) type orders.</p> <p>Ordering Period: 06/30/2028 through 06/29/2033.</p> <p>Period of Performance: 06/30/2028 to 06/29/2033</p>	0.00	LT	0.00	OPT 0.00

Table of Contents

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS	2
B.1	9
SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	13
C.1	13
SECTION D PACKAGING AND MARKING	34
D.1	34
SECTION E INSPECTION AND ACCEPTANCE	36
E.1	36
SECTION F DELIVERIES OR PERFORMANCE	38
F.1	38
SECTION G CONTRACT ADMINISTRATION DATA	43
G.1	43
SECTION H SPECIAL CONTRACT REQUIREMENTS	53
H.1	53
SECTION I CONTRACT CLAUSES	75
I.1 52.202-1DEFINITIONS (JUN 2020)	75
I.2 52.203-3 GRATUITIES (APR 1984).....	75
I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014).....	75
I.4 52.203-6RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020).....	75
I.5 52.203-6 IRESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)-- ALTERNATE I (NOV 2021)	75
I.6 52.203-7ANTI-KICKBACK PROCEDURES (JUN 2020).....	75
I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	75
I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	75
I.9 52.203-12LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)	75
I.10 52.203-13CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021).....	75
I.11 52.203-14DISPLAY OF HOTLINE POSTER(S) (NOV 2021).....	75
I.12 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)	75
I.13 52.203-16PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020).....	75
I.14 52.203-17CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020).....	75
I.15 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)	75
I.16 52.204-2SECURITY REQUIREMENTS (MAR 2021).....	75
I.17 52.204-2 ISECURITY REQUIREMENTS (MAR 2021)--ALTERNATE I (APR 1984)	75
I.18 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011).....	75
I.19 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).....	76
I.20 52.204-10REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020).....	76
I.21 52.204-13SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018).....	76
I.22 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)	76
I.23 52.204-18COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)	76

Table of Contents

I.24	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).....	76
I.25	52.204-23PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)	76
I.26	52.204-25PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).....	76
I.27	52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	76
I.28	52.209-6PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)	76
I.29	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	76
I.30	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	76
I.31	52.210-1MARKET RESEARCH (NOV 2021)	76
I.32	52.211-5 MATERIAL REQUIREMENTS (AUG 2000).....	76
I.33	52.212-5CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....	76
I.34	52.215-2AUDIT AND RECORDS--NEGOTIATION (JUN 2020)	76
I.35	52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)	76
I.36	52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)	76
I.37	52.215-12SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)	77
I.38	52.215-14INTEGRITY OF UNIT PRICES (NOV 2021).....	77
I.39	52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010).....	77
I.40	52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	77
I.41	52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	77
I.42	52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	77
I.43	52.215-21REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (NOV 2021)	77
I.44	52.215-23LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)	77
I.45	52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)	77
I.46	52.219-3NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (OCT 2022)	77
I.47	52.219-4NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022).	77
I.48	52.219-4 I{52.219-4 I} [RESERVED]	77
I.49	52.219-6NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020).....	77
I.50	52.219-8UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)	77
I.51	52.219-16LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)	77
I.52	52.219-27NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (OCT 2022).....	77
I.53	52.219-28POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)	77
I.54	52.219-29NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN- OWNED SMALL BUSINESS CONCERNS (OCT 2022).....	77
I.55	52.219-30NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022).....	77
I.56	52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	78
I.57	52.222-3 CONVICT LABOR (JUN 2003).....	78
I.58	52.222-19CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022)	78
I.59	52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	78
I.60	52.222-26 EQUAL OPPORTUNITY (SEPT 2016).....	78
I.61	52.222-35EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020).....	78
I.62	52.222-36EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)	78
I.63	52.222-37EMPLOYMENT REPORTS ON VETERANS (JUN 2020)	78
I.64	52.222-38 COMPLIANCE WITH VETERANS` EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)	78
I.65	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).	78

Table of Contents

I.66	52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)	78
I.67	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)	78
I.68	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	78
I.69	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	78
I.70	52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	78
I.71	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)	78
I.72	52.223-16	ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)	78
I.73	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)	78
I.74	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	78
I.75	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	78
I.76	52.224-2	PRIVACY ACT (APR 1984)	79
I.77	52.224-3	PRIVACY TRAINING (JAN 2017)	79
I.78	52.224-3 I	PRIVACY TRAINING (JAN 2017)--ALTERNATE I (JAN 2017)	79
I.79	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (NOV 2021)	79
I.80	52.227-1A	AUTHORIZATION AND CONSENT (JUN 2020)	79
I.81	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)	79
I.82	52.227-3	PATENT INDEMNITY (APR 1984)	79
I.83	52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014)	79
I.84	52.227-14 I	RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE I (DEC 2007)	79
I.85	52.227-14 III	RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE III (DEC 2007)	79
I.86	52.227-14 IV	RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE IV (DEC 2007)	79
I.87	52.227-14 V	RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE V (DEC 2007)	79
I.88	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)	79
I.89	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	79
I.90	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)	79
I.91	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)	79
I.92	52.230-1C	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)	79
I.93	52.230-2C	COST ACCOUNTING STANDARDS (JUN 2020)	79
I.94	52.230-3D	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)	79
I.95	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)	80
I.96	52.232-1	PAYMENTS (APR 1984)	80
I.97	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)	80
I.98	52.232-7 I	{52.232-7 I} [RESERVED]	80
I.99	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	80
I.100	52.232-11	EXTRAS (APR 1984)	80
I.101	52.232-16	PROGRESS PAYMENTS (NOV 2021)	80
I.102	52.232-17	INTEREST (MAY 2014)	80
I.103	52.232-18	AVAILABILITY OF FUNDS (APR 1984)	80
I.104	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	80
I.105	52.232-20	LIMITATION OF COST (APR 1984)	80
I.106	52.232-22	LIMITATION OF FUNDS (APR 1984)	80
I.107	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	80
I.108	52.232-25	PROMPT PAYMENT (JAN 2017)	80
I.109	52.232-25 I	PROMPT PAYMENT (JAN 2017)--ALTERNATE I (FEB 2002)	80
I.110	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	80
I.111	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)	80
I.112	52.233-1	DISPUTES (MAY 2014)	80
I.113	52.233-1 I	DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)	80
I.114	52.233-3	PROTEST AFTER AWARD (AUG 1996)	80
I.115	52.233-3 I	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)	81

Table of Contents

I.116	52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	81
I.117	52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	81
I.118	52.237-3 CONTINUITY OF SERVICES (JAN 1991)	81
I.119	52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	81
I.120	52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	81
I.121	52.242-3PENALTIES FOR UNALLOWABLE COSTS (DEC 2022)	81
I.122	52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	81
I.123	52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	81
I.124	52.242-13 BANKRUPTCY (JUL 1995)	81
I.125	52.243-1 CHANGES--FIXED-PRICE (AUG 1987)	81
I.126	52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)	81
I.127	52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)	81
I.128	52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)	81
I.129	52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)	81
I.130	52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	81
I.131	52.244-2SUBCONTRACTS (JUN 2020)	81
I.132	52.244-2 ISUBCONTRACTS (JUN 2020)--ALTERNATE I (JUN 2020)	81
I.133	52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)	81
I.134	52.244-6SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)	81
I.135	52.245-1GOVERNMENT PROPERTY (SEP 2021)	82
I.136	52.245-9 USE AND CHARGES (APR 2012)	82
I.137	52.246-23 LIMITATION OF LIABILITY (FEB 1997)	82
I.138	52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)	82
I.139	52.248-1VALUE ENGINEERING (JUN 2020)	82
I.140	52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)	82
I.141	52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	82
I.142	52.249-6 IV TERMINATION (COST-REIMBURSEMENT) (MAY 2004)--ALTERNATE IV (SEP 1996)	82
I.143	52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	82
I.144	52.249-14 EXCUSABLE DELAYS (APR 1984)	82
I.145	52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)	82
I.146	52.253-1 COMPUTER GENERATED FORMS (JAN 1991)	82
I.147	52.212-4CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)	82
I.148	52.212-4 ICONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)--ALTERNATE I (NOV 2021)	85
I.149	52.216-18ORDERING (AUG 2020)	91
I.150	52.216-19 ORDER LIMITATIONS (OCT 1995)	91
I.151	52.216-22 INDEFINITE QUANTITY (OCT 1995)	92
I.152	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	92
I.153	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	92
I.154	52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)	93
I.155	52.219-14LIMITATIONS ON SUBCONTRACTING (OCT 2022)	93
I.156	52.232-40PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)	94
I.157	52.252-6AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)	94
I.158	52.212-5 (Apr 2020)CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEM (DEVIATION APR 2020)	94
I.159	52.204-27PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)	98
SECTION J LIST OF ATTACHMENTS		99
J.1		99

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1

B.1 GENERAL

The Professional, Scientific, and Technical Services (ProTech) solution is a suite of multiple-award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts consisting of four Domains: Satellite, Fisheries, Oceans, and Weather. These Domains provide resources in support of the National Oceanic and Atmospheric Administration (NOAA) to include its Line and Staff Offices. The ceiling dollar amount for all orders under all ProTech Domains is \$8,000,000,000.

Each Domain has its own IDIQ contract with multiple awards. This contract provides professional, scientific, and technical services to the Satellite Domain (hereafter “ProTech Satellite”) under NAICS code 541715 (Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)) - Exception C (Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts).

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

B.2 BASE AND OPTION PERIODS

The term of ProTech Satellite is a five-year base ordering period and one (1) five-year option ordering period, for a total ordering period of 10 years if all options are exercised. There is no guarantee that the option will be exercised on any or all of the awarded contracts. This is not a multi-year contract as defined in Federal Acquisition Regulation (FAR) 17.103.

B.3 CONTRACT TYPE

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

B.4 TASK ORDER PRICING

ProTech Satellite provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Task Order Contracting Officer (TOCO) 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 TOCO has the flexibility to exceed contracted ceiling rates include the following: special security clearances (see <https://www.state.gov/security-clearances>), sea days (a period of 24 mean solar hours beginning at local mean noon), hazard pay (see <https://www.dol.gov/general/topic/wages/hazardpay>), and/or other extraordinary circumstances, as determined by the TOCO. In addition, the TOCO has the flexibility to exceed contracted ceiling rates when awarding cost reimbursement task orders.

The labor rates contained in Attachment J-3 are ceiling rates for work taking place in locations within and outside the continental United States. They are not applicable to cost-reimbursement task orders.

Competition at the task order level is expected to establish fair and reasonable pricing for task orders placed for all contract types. For those relatively rare instances when competition does not exist, these ceiling rates will be available for the TOCO to consider and use.

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

The TOCO 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 Fixed-Price Orders

Fixed-price orders are defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts, and other applicable agency-specific regulatory supplements.

B.4.2 Time-and-Materials and Labor-Hour Orders

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

The Contractor may provide separate and/or blended loaded hourly labor rates at the task order level for Prime Contractor labor, each Subcontractor/Team Member, 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 TOCO will identify applicable provision(s) 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 CAM Subpart 1316.1. Cost Reimbursement task orders shall only be used for the acquisition of non-commercial items.

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, and other direct costs, consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

The TOCO will identify requirements for certified cost and pricing data and data other than certified cost and pricing data in the task order solicitation and the Contractor shall comply with the provisions set forth in the task order solicitation.

B.4.4 Other Direct Costs

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

B.4.5 Program Management Costs

Program management support costs encompass support for management, reporting requirements, and related travel and meeting attendance costs associated with the Contractor's program management staff as it relates to the overall management of the IDIQ contract. Program Management (IDIQ Contract-Level) Support Costs: Contract-level program management support costs shall not be proposed or billed as a direct charge to the ProTech Satellite IDIQ contract.

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

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

During the term of ProTech Satellite, the Government will place orders totaling a minimum of \$250. The amount of all orders under the ProTech Domains will not exceed \$8,000,000,000.

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

(End of Clause)

(End of Section B)

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1

C.1 INTRODUCTION AND BACKGROUND

The National Oceanic and Atmospheric Administration (NOAA) is an agency that enriches life through science. NOAA's reach goes from the surface of the sun to the depths of the ocean floor as NOAA works to keep citizens informed of the changing environment around them. NOAA provides 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:

1. Obtain high-quality professional, technical, and scientific services
2. Develop an industrial base of partners
3. Develop and maintain performance-based contracts
4. Contribute to the NOAA mission

Services not covered by the Satellite Domain scope of work include the following:

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

IT security, and with requirements for sharing and efficiency at the federal, agency, bureau, and line office levels.

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

C.3 SATELLITE DOMAIN SCOPE

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

All services provided in support of the **Elements** in Sections C.3.1 and C.3.2 shall align with one or more of the following "**Mission Focus Areas**":

1. Providing timely access to global environmental data from satellites and other sources to promote, protect, and enhance the Nation's economy, security, environment, and quality of life;
2. Designing, analyzing, developing, acquiring, or managing operational environmental satellites, their payloads and supporting ground systems;
3. Providing data and information services, including space weather and Earth system monitoring;
4. Performing data and information product stewardship and preservation;
5. Developing and producing information products, applications, tools, and models derived from observed data;
6. Performing official assessments of the space or Earth's environment, and conduct related applied research; and
7. Forecasting and modeling the weather/oceans/cryosphere, analyzing environmental/climate phenomena, and monitoring hazards worldwide.

The services provided under ProTech Satellite will support sites worldwide, which include, but may not be limited to, Fairbanks, Alaska; Silver Spring (NOAA Headquarters), College Park, Greenbelt, and Lanham, Maryland; Wallops and Ashburn, Virginia; Boulder, Colorado;

Asheville, North Carolina; Stennis, Mississippi; Townsville, Australia; and international partnership facilities.

The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy task order requirements. The suite of resulting contracts for this Domain is intended to satisfy the need for professional, technical, and scientific services to support the full range of related requirements for observing system activities, including satellite missions, which NOAA manages or in which NOAA participates, and managing the space and Earth environmental data that results from those missions. Increasingly, NESDIS is looking for synergies in collaborating with domestic and international, public and commercial, partners through joint missions, opportunity payloads and even data procurement. NESDIS work is conducted at NOAA headquarters, as well as in regional offices, science centers, data centers, associated field offices, laboratories, contractor facilities, and other field locations.

For additional information about NESDIS, see http://www.nesdis.noaa.gov/about_satellites.html or the NOAA Research and Development Vision Areas 2020-2026, see <https://sciencecouncil.noaa.gov/LinkClick.aspx?fileticket=Mo2PSTqzuJk%3D&portalid=0>.

C.3.1 Professional Services

In order to fulfill its critical mission, NOAA relies on industry for a wide assortment of professional, technical, and scientific services. The large number and variety of services listed in this PWS is so great that there is no reasonable expectation that they can all be acquired from a single contractor. Moreover, relying on a single contractor would incur mission risk to NOAA due to lack of redundancy and an insufficient industrial base to ensure mission success into the future. Accordingly, through the ProTech Program, NOAA intends to achieve a set of service providers who *collectively* can provide the necessary services, while also ensuring NOAA high-quality technical and scientific solutions to its task orders through the competition of industry-leading service providers.

Section C.3.1 details the Professional Services required for this contract. The professional services are broadly classified as Program and Project Management (Professional Service Area 1), Business Services (Professional Service Area 2), and Communication Services (Professional Service Area 3). Although Professional Services are differentiated from the Technical and Scientific Services of Section C.3.2, NOAA expects that the conduct of the Professional Services will be fully informed by appropriate science and engineering subject matter expertise.

Fully Informed Professional Services are Professional services whose quality of products and services have a strong dependency upon the Contractor's relevant scientific and technical competency. Some professional services of this type, in fact, cannot be feasibly separated from the scientific and technical requirements. An example would be the project management service of producing a proposed project plan, work breakdown structure and cost estimate for a NESDIS in-house scientific or technical research or development project. In this case, the quality of the deliverables would be strongly affected by the Contractor's scientific or engineering knowledge of the particular research or development domain.

Table 1 (below) lists the Professional Services required for this contract. Each table row represents a work statement “**Element.**” Elements are organized within “**Professional Service Areas.**”

Each element is defined by the following requirements:

1. The specifications listed in each element;
2. The specifications of each element’s Professional Service Area; and
3. The specifications of the definitions found at General Definitions, Section C.4.

NOAA requires contractors to perform all of the listed Professional Services; however, no individual contractor is required to provide all of the listed services. Instead, NOAA will award contracts to a set of service providers who collectively can perform all of the required Professional Services, and can provide NOAA with competition for coverage of services at the task order level.

The Professional Service elements are as follows:

Table 1 - Professional Service Elements	
Professional Service Area 1: Program & Project Management Services	
Professional Service Area 1.A: Budget and Financial Management <i>Services under this Service Area support NESDIS budget and financial management activities.</i>	
C.3.1.1	Budgets and Budget Estimation
C.3.1.2	Financial and Cost Management Services
Professional Service Area 1.B: Performance Management <i>Services under this Service Area support resource-efficient, budget- and schedule-accountable, program or project execution in order to deliver products or provide services responsive to stakeholder objectives or requirements.</i>	
C.3.1.3	Program and Project Management
C.3.1.4	Earned Value Management
C.3.1.5	Change Management
C.3.1.6	Document & Record Management
C.3.1.7	Performance Baselines
C.3.1.8	PMBOK®-Informed Best Practices
C.3.1.9	Program & Project Plans

C.3.1.10	Quality Management
C.3.1.11	Risk Management
Professional Service Area 1.C: Resource Management <i>Services under this Service Area support the responsible custodianship of NESDIS assets (excluding real estate) through attentive inventory data entry and periodic inventory audits, ensuring programs are compliant with regulations. Services will assist with the planning, coordination, execution and confirmation of program asset relocation.</i>	
C.3.1.12	Property, Inventory Management & Tracking
C.3.1.13	Logistics
Professional Service Area 1.D: Schedule Management <i>Services under this Service Area support various tools produced, maintained, or monitored to ensure timely project execution or requirement-compliant deliveries.</i>	
C.3.1.14	Schedules, Timelines, Milestones, Roadmaps
C.3.1.15	Work Breakdown Structures
Professional Service Area 2: Business Services <i>Services under this Service Area ensure that NESDIS science, engineering, and technical program or project planning is based on equally sound science and business cases, and that execution is based on sound business principles. For example, services to support cost-risk studies of autonomous vehicle parts sparing should be equally informed by technical parameters such as Mean Time Between Failure or replacement compatibility, while being equally cognizant of business aspects, such as supply chain uncertainty and risk.</i>	
C.3.1.16	Acquisition & Grants Assistance
C.3.1.17	Action & Tasker Management
C.3.1.18	Conduct Informal Opinion Surveys & Collect Feedback
C.3.1.19	Configuration Management
C.3.1.20	Coordination, Facilitation, Planning
C.3.1.21	Cost-Risk Studies, Trade Studies
C.3.1.22	Economic & Social Science Analysis
C.3.1.23	Evaluate Deliverables

C.3.1.24	Observing System Investments ¹
C.3.1.25	Policy & Regulation Compliance (e.g. Legislative, Security)
C.3.1.26	Procedure/Process Analysis, Engineering & Improvement
C.3.1.27	Program/Project Function & System Criticality ²
C.3.1.28	Strategic Planning
Professional Service Area 3: Communications Services <i>Services under this Service Area support dissemination of information. The information will range in technical complexity from being suitable for elementary school students to state-of-the-science defining sophistication. The dissemination platforms will range from classroom lectures to symposium presentations to social media posts.</i>	
C.3.1.29	Business Writing & Documentation
C.3.1.30	Graphics, Social Media, Web, Video, Visualization
C.3.1.31	Public Education, Engagement, Outreach & Training
C.3.1.32	Technical Education, Engagement, Outreach & Training
C.3.1.33	Technical Writing incl. Briefs, Presentations, Publications

C.3.2 Technical and Scientific Services

In order to fulfill its critical mission, NOAA relies on industry for a wide breadth of professional, technical, and scientific services. The breadth of needed services is so great that there is no reasonable expectation that they can all be acquired from a single contractor. Moreover, relying on a single contractor would incur mission risk to NOAA due to lack of redundancy and an insufficient industrial base to ensure mission success into the future. Accordingly, through the ProTech Program, NOAA intends to achieve a set of service providers who *collectively* can provide the necessary services, while also ensuring NOAA high-quality technical and scientific solutions to its task orders through the competition of industry-leading service providers.

¹ Observing System Investments includes strategic or tactical research and recommendations of science or technology whose procurement would render a benefit to NESDIS in meeting its missions and objectives. Benefits may be realized through cost, schedule or performance efficiencies gained. The subject of the research could be physical equipment, such as state of the art antenna control systems, or intellectual, as in a strategic, synergistic partnership that delivers a new, high resolution data source. The procurement could be made at any phase of the mission lifecycle.

² Program/Project Function & System Criticality includes analysis of NESDIS programs or projects to assess the utility, value, or effectiveness of their function and systems towards fulfilling NESDIS missions and objectives. Such analyses may examine technical facets of programs or projects, or focus on business (professional services) aspects of the program or project, with regard to the holistic NESDIS enterprise.

Section C.3.2 details the classes of Technical and Scientific Services required for this contract. The technical and scientific services are broadly classified as Architecture Services (Technical and Scientific Service Area 1) and Scientific and Engineering Services (Technical and Scientific Service Area 2).

Table 2 (below) lists the Technical and Scientific Services required for this contract. Each table cell represents a work statement “**Element.**” Elements are organized within “**Technical and Scientific Service Areas.**” Several Technical and Scientific Service Area descriptions include hyperlinks to NESDIS offices or programs, to provide context or representative illustrations. Such illustrations do NOT require Offeror expertise or experience in the Service Area to be restricted exclusively to NESDIS.

Each element is defined by the following requirements:

1. The specifications listed in each element;
2. The specifications of each element’s Technical and Scientific Service Area; and
3. The specifications of the definitions found at General Definitions, Section C.4.

NOAA requires contractors to perform all of the listed Technical and Scientific Services; however, no individual contractor is required to provide all of the listed services. Instead, NOAA will award contracts to a set of service providers who collectively can perform all of the required Technical and Scientific Services, and can provide NOAA with competition for coverage of services at the task order level.

Most elements in this section contain mission phases, or “**Lifecycles.**” Lifecycles are defined by the following requirements:

Analysis: Generally requires leveraging subject matter expertise for the purpose of rendering a professional assessment, evaluation, opinion, suggestion or recommendation delivered in some form of document such as a brief, white paper or publication. The subject of analyses may range from evaluating program process and procedure effectiveness to identifying gaps in data dissemination or satellite imagery-derived oceanic products or command and control operations. Analysis may require independent research or data gathering and interpretation.

Development: Development is defined broadly to include design and fabrication, as well as common supporting ancillary services such as coordination, demonstration, implementation, testing, integration, transition to operations, and delivery of accompanying documentation. Products or services may be developed in different degrees of maturity ranging from prototypes and concept proofs to final mission-operational versions.

Execution: Execution generally requires product or service delivery, but may also encompass certain post-delivery services such as tasks to maintain and sustain service delivery. Execution can involve oversight of service delivery, as in independent validation and verification, to ensure requirement compliance. Execution can often entail

troubleshooting anomalous circumstances, or tasks which result in enhanced or expedited service delivery.

The Technical and Scientific Service Elements are as follows:

Table 2 - Technical and Scientific Service Elements	
Technical and Scientific Service Area 1: Systems Architecture	
<i>Services under this Service Area support systems architecture, defined as the formal representation and description of a system designed, built, and operated to satisfy the product or service requirement of an enterprise. A systems architecture specifies its components, their interfaces (including its interface to the extra-system environment or human operator), interconnectivity, and functional performance. A systems architecture may be high-level and notional, or low-level and detailed, possibly including facilities, hardware, software, and network component inventories. The systems architecture guides the system development, implementation and future evolution of a system.</i>	
C.3.2.1	Advanced/Future/Innovative
C.3.2.2	Archival and Working Data Storage
C.3.2.3	Enterprise or System Ground Segment Data
C.3.2.4	Enterprise or System Ground Segment Products
C.3.2.5	Enterprise or System Ground Segment Satellite Operations (SatOps)
C.3.2.6	Flight Segment ³
C.3.2.7	Global Earth Observation System of Systems (GEOSS) Alignment, Coordination
C.3.2.8	In Situ Observing Systems
C.3.2.9	Observing Systems ⁴
C.3.2.10	Satellite Communications & Data Backhaul
C.3.2.11	Satellite Observing Systems
Technical and Scientific Service Area 2: Science and Engineering	

³ Flight Segment requires contractors to provide services for the design or analyses specifically for the flight segment of an observing system architecture. This could range from conceptual or exploratory designs of new missions to modifications or enhancements to an existing flight segment architecture.

⁴ Observing Systems requires contractors to provide services for the design or analyses of interconnected (physically or logically) environmental sensing instrumentation. Observing systems may include any, all or various combinations of terrestrial, river-based, coastal, oceanic, airborne or space environmental sensing elements, including the mechanisms for their interconnectivity.

<p>Technical and Scientific Service Area 2.A: Algorithms <i>Services under this Service Area support algorithms, defined as systematic procedures for processing input data into a derived data product or for automated reasoning. For example, scheduling algorithms prescribe which one of several candidate satellites passing a ground station antenna will be supported, based on mission priority, satellite priority, and onboard data priority, volume and timeliness. In this context, an algorithm is more notional in defining the scientific, technical or engineering specifications of the processing, in distinction to the implementation of the algorithm in a programming language to execute on a Central Processing Unit (CPU).</i></p>	
C.3.2.12	Algorithms - Advanced/Future/Innovations
C.3.2.13	Algorithms - Calibration, Validation, Verification
C.3.2.14	Algorithms - Development Environments, Testbeds
C.3.2.15	Algorithms - Maintenance & Sustainment
C.3.2.16	Algorithms - Research to Operations, Operations to Research (R2O, O2R)
C.3.2.17	Algorithms - Stewardship & Quality Assurance
<p>Technical and Scientific Service Area 2.B: Antennas or Antenna Systems <i>Services under this Service Area support antennas or antenna systems, defined as hardware and software that implements the interface between electromagnetic radiation and the transmitter or receiver element of a system. NESDIS antenna assets include transmitting and receiving antennas on its spacecraft, aircraft, in situ sensors, and on-ground antennas at its command and data acquisition stations, international stations, backup sites, and field offices.</i></p>	
C.3.2.18	Antennas or Antenna Systems - Advanced/Future/Innovations
C.3.2.19	Antennas or Antenna Systems - Anomaly Troubleshooting or Resolution
C.3.2.20	Antennas or Antenna Systems - Calibration, Validation or Verification
C.3.2.21	Antennas or Antenna Systems - Compatibility, Interfaces, Integration
C.3.2.22	Antennas or Antenna Systems - Engineering
C.3.2.23	Antennas or Antenna Systems - Maintenance & Sustainment
C.3.2.24	Antennas or Antenna Systems - Monitoring or Performance
C.3.2.25	Antennas or Antenna Systems - Planning
C.3.2.26	Antennas or Antenna Systems - Mission Operations
C.3.2.27	Antennas or Antenna Systems - Transition to Operations

<p>Technical and Scientific Service Area 2.C: Applications <i>Services under this Service Area support applications, defined as software resources and their associated data that perform a function for an end user. For example, an orbit analysis application can predict the times of satellite entrance and exit of the Earth's penumbra. One or more discrete computer programs may comprise an application. Applications may support NESDIS directly, such as product generation applications, or indirectly, such as a tool that monthly audits the timeliness of product generation.</i></p>	
C.3.2.28	Applications - Advanced/Future/Innovations
C.3.2.29	Applications - Calibration, Validation, Verification
C.3.2.30	Applications - Data Analysis & Display
C.3.2.31	Applications - Development Environments, Testbeds
C.3.2.32	Applications - Documentation
C.3.2.33	Applications - Environmental Monitoring
C.3.2.34	Applications - Maintenance & Sustainment
C.3.2.35	Applications - Research to Operations, Operations to Research (R2O, O2R)
C.3.2.36	Applications - Stewardship & Quality Assurance
<p>Technical and Scientific Service Area 2.D: Data (Includes Data Systems, Databases, Datasets) <i>Services under this Service Area support data, defined as information in any format that can be subjected to inspection, analysis, transformation, storage and retrieval, by humans, computers or a combination of the two.</i></p>	
C.3.2.37	Data - Advanced/Future/Innovations
C.3.2.38	Data - Archive, Storage
C.3.2.39	Data - Calibration, Validation, Verification
C.3.2.40	Data - Collection, Ingest
C.3.2.41	Data - Collection Campaigns, Expeditions, Surveys, Sorties
C.3.2.42	Data - Compatibility, Interfaces, Integration
C.3.2.43	Data - Development Environments, Testbeds
C.3.2.44	Data - Dissemination, Distribution
C.3.2.45	Data - Formats
C.3.2.46	Data - Fusion

C.3.2.47	Data - Historical Trending
C.3.2.48	Data - Interpretation
C.3.2.49	Data - Processing
C.3.2.50	Data - Procurement of Commercial or Private
C.3.2.51	Data - R2O, O2R
C.3.2.52	Data - Stewardship & Quality Assurance ⁵
Technical and Scientific Service Area 2.E: Flight Segment <i>Services under this Service Area support program flight segments. A flight segment is defined as a collection of airborne and spaceborne hardware, software and communications resources to support all phases of an observing system lifecycle.</i>	
C.3.2.53	Flight Segment - Advanced/Future/Innovations
C.3.2.54	Flight Segment - Anomaly Troubleshooting, Resolution
C.3.2.55	Flight Segment - Calibration, Validation, Verification
C.3.2.56	Flight Segment - Engineering
C.3.2.57	Flight Segment - Compatibility, Interfaces, Integration
C.3.2.58	Flight Segment - Monitoring, Performance
C.3.2.59	Flight Segment - Planning
C.3.2.60	Flight Segment - Pre-Launch, Launch, Early Orbit Raising
C.3.2.61	Flight Segment - Mission Operations
C.3.2.62	Flight Segment - Flight Software
C.3.2.63	Flight Segment - Transition to Operations
Technical and Scientific Service Area 2.F: Ground Segment - Data Systems <i>Services under this Service Area support the data systems elements of a program's ground system. The ground segment is defined as the collection of on-ground hardware, software, network and communication resources that support all phases of an observing system lifecycle. For representative background information about NESDIS data systems refer to https://www.ncei.noaa.gov/about</i>	
C.3.2.64	Ground Segment - Data Systems - Advanced/Future/Innovations

⁵Quality assurance requires contractors to provide analysis, identification, correction, and documentation of erroneous data and derived information throughout the life cycle of the data.

C.3.2.65	Ground Segment - Data Systems - Anomaly Troubleshooting, Resolution
C.3.2.66	Ground Segment - Data Systems - Calibration, Validation, Verification
C.3.2.67	Ground Segment - Data Systems - Engineering
C.3.2.68	Ground Segment - Data Systems - Compatibility, Interfaces, Integration
C.3.2.69	Ground Segment - Data Systems - Monitoring, Performance
C.3.2.70	Ground Segment - Data Systems - Mission Operations
C.3.2.71	Ground Segment - Data Systems - Transition to Operations
<p>Technical and Scientific Service Area 2.G: Ground Segment - Products <i>Services under this Service Area support the product generation elements of a program's ground system. The ground segment is defined as the collection of on-ground hardware, software, network and communication resources that support all phases of an observing system lifecycle.</i></p> <p><i>Background information about NESDIS product generation is found at https://www.star.nesdis.noaa.gov/star/aboutSTAR.php and for some NESDIS programs with product generation elements refer to https://www.ospo.noaa.gov/Services/index.html</i></p>	
C.3.2.72	Ground Segment - Products - Advanced/Future/Innovations
C.3.2.73	Ground Segment - Products - Anomaly Troubleshooting, Resolution
C.3.2.74	Ground Segment - Products - Calibration, Validation, Verification
C.3.2.75	Ground Segment - Products - Engineering
C.3.2.76	Ground Segment - Products - Compatibility, Interfaces, Integration
C.3.2.77	Ground Segment - Products - Monitoring, Performance
C.3.2.78	Ground Segment - Products - Mission Operations
C.3.2.79	Ground Segment - Products - Transition to Operations
<p>Technical and Scientific Service Area 2.H: Ground Segment - Satellite Operations (SatOps) <i>Services under this Service Area support the satellite operations elements of a program's ground system. The ground segment is defined as the collection of on-ground hardware, software, network and communication resources that support all phases of an observing system lifecycle. Satellite operations includes services for maintaining satellite health and safety such as: telemetry downlink and monitoring, command uplink, orbit and attitude tracking and maintenance, payload monitoring and broadcast performance monitoring.</i></p> <p><i>Background information about NESDIS programs with product generation elements refer to</i></p>	

https://www.ospo.noaa.gov/Operations/satellite_operations.html	
C.3.2.80	Ground Segment - SatOps - Advanced/Future/Innovations
C.3.2.81	Ground Segment - SatOps - Anomaly Troubleshooting, Resolution
C.3.2.82	Ground Segment - SatOps - Calibration, Validation, Verification
C.3.2.83	Ground Segment - SatOps - Telemetry, Command, Control, Communications
C.3.2.84	Ground Segment - SatOps - Engineering
C.3.2.85	Ground Segment - SatOps - Compatibility, Interfaces, Integration
C.3.2.86	Ground Segment - SatOps - Monitoring, Performance
C.3.2.87	Ground Segment - SatOps - Mission Operations
C.3.2.88	Ground Segment - SatOps - Pre-Launch, Launch, Early Orbit Raising
C.3.2.89	Ground Segment - SatOps - Transition to Operations
<p>Technical and Scientific Service Area 2.I: Instruments, Sensors (Includes airborne, spaceborne or <i>in situ</i>)</p> <p><i>Services under this Service Area support instruments and sensors. Instruments and sensors are defined as equipment that collects data read or “sensed” from an environment. Supported instruments include both “passive” instruments (sensing radiated or emitted energy from the environment being observed) and “active” instruments (emitting a signal and receiving the reflected or backscattered return signal). Representative passive instruments include radiometers and spectrometers; representative active instruments include radar and lidar. Instruments may collect their data remotely, for instance, a satellite instrument that can sense forest canopy, or from within the environment (“in situ”), such as a sensor on a buoy that records ocean salinity.</i></p>	
C.3.2.90	Instruments, Sensors - Advanced/Future/Innovations
C.3.2.91	Instruments, Sensors - Anomaly Troubleshooting & Resolution, Product Impact
C.3.2.92	Instruments, Sensors - Calibration, Input Parameter Datasets, Lookup Tables
C.3.2.93	Instruments, Sensors - Characterization & Traceability to Standards
C.3.2.94	Instruments, Sensors - Compatibility, Interfaces, Integration
C.3.2.95	Instruments, Sensors - Engineering
C.3.2.96	Instruments, Sensors - Installation
C.3.2.97	Instruments, Sensors - Inter-satellite Calibration, Validation, Global Space-

	Based Inter-Calibration System (GSICS)
C.3.2.98	Instruments, Sensors - Monitoring, Performance
C.3.2.99	Instruments, Sensors - Pre-Launch, Launch, Early Orbit Raising
C.3.2.100	Instruments, Sensors - Transition to Operations
C.3.2.101	Instruments, Sensors - Validation & Verification
<p>Technical and Scientific Service Area 2.J: Models <i>Services under this Service Area support models and modeling, defined as mathematical characterizations of the state of natural or engineering phenomena, typically expressed as a function of time. Models may be analytical or numerical, or include both analytical and numerical components. Due to their time dependency, models enable the study of past, present, or future phenomena states. Varying a model's input state vector supports impact studies under different, even hypothetical, conditions.</i></p>	
C.3.2.102	Models - Climate, Meteorological
C.3.2.103	Models - Cryospheric
C.3.2.104	Models - Data Assimilation
C.3.2.105	Models - Emissivity & Radiative Transfer
C.3.2.106	Models - Environmental Assessment, Monitoring, Prediction, Warnings
C.3.2.107	Models - Hydrodynamic
C.3.2.108	Models - Impact Assessments
C.3.2.109	Models - Numerical Weather Prediction
C.3.2.110	Models - Oceanographic
C.3.2.111	Models - Orbit, Conjunction Analysis
<p>Technical and Scientific Service Area 2.K: Products (Includes any of Level 0 - 4 Processing) <i>Services under this Service Area support products, defined as aggregations of raw or processed data, generated to meet an enterprise goal. While NESDIS enterprise goals are not exclusively scientific, this Service Area focuses on science, engineering, and technical goals.</i></p> <p>Refer to https://www.ospo.noaa.gov/Products/ or https://www.ncei.noaa.gov/products for some representative NESDIS science products. NOAA processing levels are described at https://www.ngdc.noaa.gov/wiki/index.php/NOAA_Processing_Levels</p>	
C.3.2.112	Products - Advanced/Future/Innovations

C.3.2.113	Products - Archival Storage ⁶ , Temporary Storage
C.3.2.114	Products - Blended (Multi-Platform, Multi-Spectral, etc.)
C.3.2.115	Products - Calibration, Validation, Verification
C.3.2.116	Products - Development Environments, Testbeds
C.3.2.117	Products - Generation
C.3.2.118	Products - Dissemination, Distribution
C.3.2.119	Products - Maintenance & Sustainment
C.3.2.120	Products - Research to Operations, Operations to Research (R2O, O2R)
C.3.2.121	Products - Stewardship & Quality Assurance
C.3.2.122	Products - Atmospheric
C.3.2.123	Products - Coastal Zone
C.3.2.124	Products - Cryospheric
C.3.2.125	Products - Land and Surface Hydrologic
C.3.2.126	Products - Meteorologic
C.3.2.127	Products - Oceanographic
C.3.2.128	Products - Space Weather
C.3.2.129	Products - Topographic, Bathymetric, Sea Surface Heights
Technical and Scientific Service Area 2.L: Requirements <i>Services under this Service Area support requirements to identify performance conditions or capabilities necessary for a solution to fulfill a stakeholder objective. NESDIS requirements range from the enterprise level, pertaining to NESDIS mission objectives, to programs, projects, contracts and grants. Requirements may be expressed as standards, specifications, or criteria in other forms of formal agreements.</i>	
C.3.2.130	Requirements - Enterprise - Databases, Tools
C.3.2.131	Requirements - Enterprise - Allocation, Definition, Derivation, Identification
C.3.2.132	Requirements - Enterprise - Management

⁶ The Archival Storage Functional Entity (aka, “Archival Storage”) requires contractors to provide the services and functions for the storage, maintenance and retrieval of Archival Information Packages (as defined in the Open Archival Information System (OAIS) — Reference model <https://www.iso.org/standard/57284.html> and <https://public.ccsds.org/pubs/650x0m2.pdf>).

C.3.2.133	Requirements - Enterprise - Systems
C.3.2.134	Requirements - Enterprise - Traceability
C.3.2.135	Requirements - Enterprise - Verification
C.3.2.136	Requirements - User - Applications, Data, Products
<p>Technical and Scientific Service Area 2.M: RFI & Spectrum Management <i>Services under this Service Area support Radio Frequency Interference (RFI) and Spectrum Management, which comprises the analysis of sources of RFI, tactics for RFI mitigation, and the custodianship and coordination of RF spectra assignments to prevent sources of interference from using frequencies allocated to NESDIS missions.</i></p>	
C.3.2.137	Radio Frequency Interference
C.3.2.138	RF Spectrum Allocation, Utilization
C.3.2.139	RF Spectrum - Domestic, International Coordination
<p>Technical and Scientific Service Area 2.N: Simulators & Field Experiments <i>Services under this Service Area support simulators. Simulators are defined as systems that provide a high fidelity imitation of the actions of platforms (satellite, aircraft, ship, autonomous vehicle), instruments, or sensors, principally as a convenience for testing. Simulators may include certain hardware components of the platform, instrument, or sensor, or implement the action model entirely in software. A simulator implemented entirely in software is sometimes referred to as an emulator.</i></p>	
C.3.2.140	Field Experiments, Observing System Experiments (OSE), Observing System Simulation Experiments (OSSE), Site Selection
C.3.2.141	Simulators - Non-Space Sensors
C.3.2.142	Simulators - Space Sensors
C.3.2.143	Simulators - Satellites and their Subsystems
C.3.2.144	Simulators - System Loading, Processing
<p>Technical and Scientific Service Area 2.O: Systems Engineering <i>Services under this Service Area support systems engineering. The industry-recognized definition of systems engineering, applicable to systems engineering of NESDIS systems, is found at https://www.incose.org/about-systems-engineering/system-and-sc-definition/systems-engineering-definition.</i></p>	
C.3.2.145	Systems Engineering - Standards, Specifications
C.3.2.146	Systems Engineering - Test, Integration
C.3.2.147	Systems Engineering - Risk

C.3.2.148	Systems Engineering - Requirements
C.3.2.149	Systems Engineering - Planning
C.3.2.150	Systems Engineering - System Function, Performance, Utility
Technical and Scientific Service Area 2.P: General Technical Services <i>Services under this Service Area support all of the above Technical and Scientific Service Areas.</i>	
C.3.2.151	Technical - Concepts of Operations
C.3.2.152	Technical - Documentation
C.3.2.153	Technical - Program/Project Assessments, Evaluations, Reviews
C.3.2.154	Technical - Technology Assessments, Evaluations
C.3.2.155	Technical - Forum Participation (Meetings, Symposia, Work Groups, etc.)
C.3.2.156	Technical - Statistically Designed Surveys to Support Analysis
C.3.2.157	Technical - Review Participation (Preliminary Design, Critical Design, etc.)

C.4 GENERAL DEFINITIONS

Applied Research: Applied research is an original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific, practical aim or objective. Applied research is undertaken either to determine possible uses for the findings of basic research or to determine new methods or ways of achieving specific and predetermined objectives.

Reference: NOAA Administrative Order (NAO) NAO-216-115, para. 09.b:
<https://www.noaa.gov/organization/administration/nao-216-115a-research-and-development-in-noaa>

Archive and Archival definition: This term has several different meanings within NESDIS' usage. The meaning can be discerned based upon context. Two common definitions are the information technology industry use of the term, to indicate recording of data for the purposes of backup and recovery in the case of loss or corruption of the online, working copy. This is sometimes referred to as a Disaster Recovery (DR) copy. For the NESDIS/National Centers for Environmental Information (NCEI) office, Archive and Archival relate to the receipt and preservation of NOAA environmental data collections held and stewarded, by NCEI, in one or more Federal records repositories that conform to the model for an "Open Archival Information System" and adopting many of the technical recommendations for trustworthy digital repositories. The NAO 212-15 governs this latter type of Archive and Archival.

References:

<https://public.ccsds.org/Pubs/650x0m2.pdf>
<https://public.ccsds.org/pubs/652x0m1.pdf>
https://nosc.noaa.gov/EDMC/nao_212-15.php

Calibration: Calibration is a comparison between a known quantity or standard and its corresponding measured or sensed quantity. The concept generalizes to software, with algorithmic parameters or coefficients calibrated or “tuned” to generate a result that conforms to some calibration standard.

Data Management - consists of two major activities conducted in coordination: data management services and data stewardship. They constitute a comprehensive end-to-end process including movement of data and information from the observing system sensors to the data user. This process includes the acquisition, quality control, metadata cataloging, validation, reprocessing, storage, retrieval, dissemination, and archival of data.

Data Management Services - a subset of Data Management and includes adherence to agreed-upon standards; ingesting data, developing collections, and creating products; maintaining databases; ensuring permanent, secure archival; providing both user-friendly and machine-interoperable access; assisting users; migrating services to emerging technologies; and responding to user feedback.

Data Stewards - individuals who are responsible for establishing, maintaining, and being accountable for the quality, integrity, documentation, and preservation of environmental data. This responsibility extends from the Assistant Administrator down to the individuals who are most directly involved with the environmental data.

Environmental Data - Recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data, such as socio-economic data, related documentation, and metadata. Media, including voice recordings and photographs, may be included.

Environmental Intelligence: Actionable (i.e., decision-quality) information created by collecting (measuring/observing), compiling, exploiting, analyzing data to characterize the state of the natural environment at a given location or spatial region and time (past, present, future).

Reference:

https://ams.confex.com/ams/96Annual/webprogram/Handout/Paper288243/AMS_Jan2016_HaNCEI_Final.pdf

Observing System: One or more sensing elements that directly or indirectly collect biological, physical, chemical, and/or socioeconomic observations of the Earth and space. Sensing elements may be deployed as individual sensors or in constellations and may include instrumentation or manual observations. Observing system platforms may be mobile or fixed and may be located in atmospheric, freshwater, marine, space, or terrestrial environments.

Reference:

NOAA Technology, Planning and Integration for Observation division (TPIO) Glossary;
<https://nosc.noaa.gov/tpio/main/glossary.html>

Preservation: Processes and operations involved in ensuring the technical and intellectual survival of records through time. Ref. NOAA Procedure for Scientific Records Appraisal and Archive Approval National Oceanic and Atmospheric Administration Guide for Data Managers, August 15, 2008, Section 4.

Research to Operations: The NOAA process for taking applied research results and incorporating them into routinely provided, sustained, mission products and services (a.k.a. “operations”).

Reference: <https://www.noaa.gov/organization/administration/nao-216-105b-policy-on-research-and-development-transitions>

Survey: Depending upon the context in which it is used, this term can have different meanings within NESDIS. Some meanings, determinable by context, are: a formal land survey (as required in planning for a new climate monitoring station construction project); a scientific measurements collection and mapping activity (in fulfillment of hydrographic survey objectives); an inspection and assessment of mission equipment (or other items) activity; a data collection activity for social science and/or economic research purposes (as in an opinion poll).

Stewardship: Stewardship often means either “data stewardship” or “scientific data stewardship”, as determinable by context.

Data Stewardship: Outlined in https://nosc.noaa.gov/EDMC/nao_212-15.php
Ref. section 6. As follows: “A subset of Data Management and consists of the application of rigorous analyses and oversight to ensure that data sets meet the needs of users. This includes documenting measurement practices and processing practices (metadata); providing feedback on observing system performance; inter-comparison of data sets for validation; reprocessing (incorporate new data, apply new algorithms, perform bias corrections, integrate/blend data sets from different sources or observing systems); and recommending corrective action for errant or non-optimal operations.”

Scientific Data Stewardship: Ref: A Unified Framework for Measuring Stewardship Practices Applied to Digital Environmental Datasets
<https://datascience.codata.org/articles/10.2481/dsj.14-049/galley/16/download/>
<https://www.ncdc.noaa.gov/news/addressing-scientific-data-stewardship-challenges>

Validation: Assessment of engineering, scientific, or technical fidelity. The several instances of validation throughout the PWS indicate that validation occurs at all scales ranging from individual data to products and algorithms, to systems operations, such as uplinking a satellite

command load. Validation does not imply verification: a validated system may produce a scientifically accurate result, yet it may not meet the system's accuracy requirements.

Verification: Assessment of compliance with requirements and specifications. The several instances of verification throughout the PWS indicate that verification occurs at all scales ranging from individual data to satellite constellations. Verification does not imply validation: a system's verified ability to timely generate a product does not imply the correctness of that product.

(End of Section C)

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**SECTION D
PACKAGING AND MARKING**

D.1

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 TOCO 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/order number and Contractor name.

Specific marking requirements may be addressed in individual task orders.

(End of Section D)

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**SECTION E
INSPECTION AND ACCEPTANCE**

E.1

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text.

Full text can be accessed electronically at the following: <https://www.acquisition.gov/>

FAR Clause	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)

(End of Clause)

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

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

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

(End of Clause)

(End of Section E)

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**SECTION F
DELIVERIES OR PERFORMANCE**

F.1

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text.

Full text can be accessed electronically at the following: <https://www.acquisition.gov/>

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

(End of Clause)

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

(a) The five-year base ordering period of this contract is from June 30, 2023 through June 29, 2028. If the option is exercised, the contract end date shall be extended through the end of that option period.

(b) The five-year option period that may be exercised is as follows:

Period	Start date	End date
Option I	June 30, 2028	June 29, 2033

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

(End of Clause)

F.3 DELIVERY

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

F.4 PLACE OF PERFORMANCE

Place of performance shall be set forth in individual task orders. Alternative work schedules (i.e. remote workplaces) may be included at the task order level.

F.5 NOTICE TO THE GOVERNMENT OF DELAYS

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

F.6 NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES (SEPT 2005)

(a) The following is a schedule of all deliverables, including administrative deliverables, required during the period of performance of this contract:

Item	Description	Qty	Due Dates	Deliver to	Reference
1	Monthly Contract Status Report	1	15 th calendar day of each month as specified in F.6.1.	- IDIQ CO - IDIQ COR	Section F.6.1
2	Monthly Task Order Status Report	1	15 th calendar day of each month, or as specified in the individual task orders as specified in F.6.2.	- IDIQ CO - TOCO - TO COR	Section F.6.2

(b) 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.

(c) 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.

(d) 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.

(e) 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.

F.6.1 Monthly Contract Status Report

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

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

The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the designated recipients listed in the deliverables table. The subject line of the email notice presenting the submission of the monthly report shall be annotated with – Monthly Contract Status Report (state the month and year) (See Section J – Attachment J-2 for the report template).

F.6.2 Monthly Task Order Status Report

If a contractor does not have any active task order awards during the reporting period, then submission of a monthly report shall not be required.

If the contract has active task order awards, the Contractor shall provide a Monthly Task Order Status Report, which documents the Contractor's task order modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected

in the next 60 days. The report is due by the 15th calendar day of each month consisting of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day.

The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the designated recipients listed in the deliverables table. The subject line of the email notice presenting the submission of the monthly report shall be annotated with – Monthly Task Order Status Report (state the month and year). Additional report recipients, content, and due dates may be identified in individual task orders.

(End of Section F)

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**SECTION G
CONTRACT ADMINISTRATION DATA**

G.1

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES

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

G.2.1 GOVERNMENT PERSONNEL

G.2.1.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer (CO) – ProTech Satellite Contract Level

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

The ProTech Satellite CO for this contract is:

Name: Pierre Smith
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910
Email: pierre.smith@noaa.gov
Telephone: (301) 628-1395

(End of Clause)

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

(a) Dr. Edward (Mike) Baker is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract.

The COR, 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 ProTech Program Manager and the CO in the general management of the program and provides technical acquisition support to the TO CORs. The COR for ProTech Satellite is:

Name: Dr. Edward (Mike) Baker
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910
Email: edward.m.baker@noaa.gov
Telephone: 301-628-1324

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of Clause)

G.2.1.3 Task Order Contracting Officer (TOCO)

Services will be procured via task orders issued by TOCOs within NOAA AGO or other DOC Bureaus in accordance with the ordering procedures set forth in this ProTech Ordering Guide, and Section G of the base contracts. Following completion of training requirements and receipt of delegated ordering authority, all TOCOs must follow the ordering procedures accordingly.

The TOCO responsibilities include:

1. Review SOW/SOO/PWS and ensure task order requirements are within the scope of the ProTech Domain contract;

2. Determine the appropriate task order competition approach – sole source (if Fair Opportunity Exception applies), socio-economic set-aside, and the use of Traditional or Multiphase process;
3. Prepare and submit Form CD-570 – Small Business Set-Aside Review;
4. Confirm the certification level of the COR is appropriate for the dollar value and complexity of the action;
5. Appoint the TO COR;
6. Review ProTech Streamlined AP;
7. Review IGCE and evaluation criteria;
8. Develop proposal preparation instructions and issue proposal requests to eligible ProTech contract holders;
9. Receive and facilitate the evaluation of technical and cost/price proposals;
10. Oversee the procurement process through task order award;
11. Issue/award the task order;
12. Ensure the administration and final closeout of task orders;
13. Ensure the completion of contractor performance evaluations using the CPARS or another approved agency-specific contractor performance rating system; and
14. Adhere to the terms and conditions of the ProTech contracts, FAR, and other applicable laws, regulations, and guidelines.

G.2.1.4 Task Order Contracting Officer’s Representative (TO COR)

TOCOs shall designate CORs for individual task orders who will be responsible for the day-to-day coordination of task orders. The TO COR will represent the TOCO in administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TOCO 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 TOCO.

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

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

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;

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

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

All warranted DOC and NOAA COs with an approved delegation letter from a ProTech CO are considered designated ordering officials for this IDIQ.

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

Name: AGO Ombudsman
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office
1325 East West Highway, SSMC2, Silver Spring, MD 20910
Email: AGO.Ombudsman@noaa.gov

(End of Clause)

G.3.1 Ordering Process

All ProTech Satellite contract holders will be provided a fair opportunity to be considered on task orders, in accordance with FAR 16.505(b)(1), unless exempted in accordance with applicable terms of the FAR. The TOCO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the contract holders in order to determine if a socio-economic category set-aside is appropriate for each order. After completing this examination, the TOCO may limit competition for an order to a socio-economic category. The TOCO will then solicit proposals from the contractors within the appropriate socio-economic category, as applicable, or open the competition to all contract holders after review and coordination with the NOAA Small Business Office and the Small Business Administration (SBA).

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

G.4 EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

(d) Contractor Review – A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments, rebutting statements, or additional information to the reviewing official within 30 calendar days after receipt of the evaluation. The tool can be accessed at <https://www.cpars.gov/>. 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 CPARS. Disclosure of such information outside the Government could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.

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

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

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

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

(End of Clause)

G.6 ON- AND OFF-RAMPING

On-Ramping

The Government reserves the right to award additional contracts if it is determined to be in its best interest. The need to on-ramp shall be evaluated annually by the ProTech Program Management Office (PMO) to determine whether it is in the best interest of the Government to “reissue” an RFP for purposes of adding contract holders to increase competition or to achieve other Government interests/requirements. The “reissuing” of the RFP (on-ramping) will be achieved via a solicitation posting on www.SAM.gov.

In the event that additional contracts are established in accordance with this provision, the period of performance of the “on-ramped” contracts will only be for the length of time remaining in the originally established 10-year ordering period, and will share the remaining program ceiling value.

Off-Ramping

The Government reserves the unilateral right to “off-ramp” the contracts at any time, if it is determined to be in the best interest of the Government. The off-ramping of a contract shall have no effect on any existing orders placed under the contract.

Below include, but are not limited to, the reasons why the Government may elect to off-ramp a contract holder:

- Re-representation required in accordance with FAR 52.219-28 results in size certification for contract holders changing to Other than Small;
- Firms that fail to meet the standards of performance, deliverables, or compliances;
- Become ineligible IAW FAR Subpart 9.4, entitled “Debarment, Suspension, and Ineligibility”;
- Permitting a contract term to expire instead of exercising Option I; and
- Termination as defined in FAR Part 49.

G.7 INTERRELATIONSHIPS OF CONTRACTORS

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

G.8 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

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

G.9 PHASE-OUT CONTRACTS

Upon expiration of a ProTech Satellite task order, the incumbent 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, unless otherwise outlined in the task order. Phase-out services shall include the training of any successor Contractor by the incumbent ProTech Satellite Contractor. The orderly transfer of work from the incumbent to the successor shall be addressed during the phase-out period. The incumbent ProTech Satellite Contractor bears the ultimate responsibility for

performance under its respective contract and of all required task order services during the phase-out period.

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

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

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

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

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

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

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A-76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.

5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the S. Government.
7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

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

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

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

(End of Clause)

G.11 ELECTRONIC ACCESS TO CONTRACT

The Government intends to post a conformed version of the Master Contract on the ProTech website. The ProTech Satellite website will be available to the general public.

(End of Section G)

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**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1

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

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

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

(End of Clause)

H.2 AUTHORIZED USERS

ProTech Satellite is available for use by NOAA and its Line and Staff Offices, as well as DOC.

H.3 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES

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

H.4 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of ProTech Satellite in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech Satellite CO. This restriction does not apply to marketing materials developed for presentations to potential Government customers of the ProTech IDIQ Program.

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

H.6 NOTIFICATION REQUIREMENTS UNDER T&M AND COST-REIMBURSEMENT CONTRACTS

Contractor notification requirements for FAR 52.232-20(b) Limitation of Cost and FAR 52.232-22(c) Limitation of Funds for cost-reimbursement task orders, and FAR 52.232-7(d) Payments Under Time-and-Materials and Labor-Hour Contracts for T&M and labor-hour task orders, shall be accomplished only by separate correspondence directed to the TOCO with copies to the TO

COR. No other form of “notification” (e.g., mention in any type of monthly progress or status report) will affect compliance. Further, notification to any individual other than the TOCO shall not constitute compliance with this requirement.

H.7 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 | (7) Labor Day |
| (2) Birthday of Martin Luther King, Jr. | (8) Columbus Day |
| (3) Washington’s Birthday | (9) Veterans Day |
| (4) Memorial Day | (10) Thanksgiving Day |
| (5) Independence Day | (11) Christmas Day |
| (6) Juneteenth | |

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

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

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

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

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.

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

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

H.8 ON-LINE PROPOSAL AND ORDERING CAPABILITY

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

H.9 POST AWARD CONFERENCE

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

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The conference may be conducted (1) virtually, (2) at a location within the Washington, D.C. commuting area at the Government's discretion or (3) regionally to facilitate Contractor attendance.

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

H.10 CENTRALIZED EMAIL ACCOUNT

The Contractor must establish, monitor and maintain a ProTech Satellite electronic mailbox for receipt of communications relating to the ProTech Satellite IDIQ from Master Contract award through Master Contract closeout. This mailbox must be maintained and monitored as it is an acceptable forum for providing fair opportunity to be considered on task order requests. The electronic mailbox name must include "ProTech.Satellite@", e.g.

ProTech.Satellite@xyzcorp.com. The only characters prior to the "@" will be "ProTech.Satellite".

The Contractor will provide the email address to ProTech.Satellite@noaa.gov within 30 days after the receipt of award.

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

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

(1) Descriptions or definitions:

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

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

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

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

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

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

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

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in

determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

ALTERNATE III (APR 2010)

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

ALTERNATE IV (APR 2010)

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

ALTERNATE VI (APR 2010)

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

(End of Clause)

H.12 NAM 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

1. Included in NOAA's locator, and
2. When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.

(c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

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

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

(b) General liability.

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

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

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

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

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

(End of Clause)

H.14 TASK ORDER KEY PERSONNEL

If the Government determines that key personnel are essential for successful completion of a task order, they will be designated as "Task Order Key Personnel" in the request for offer.

If key personnel are required at the task order level, CAR 1352.237-75 Key Personnel will be included in the task order.

H.15 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

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

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

H.16 NAM 1330-52.203-70 SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT (OCT 2012)

(a) Definitions. As used in this solicitation and contract language –

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 solicitation and contract language 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 Clause)

H.17 NAM 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

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

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

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

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

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

(End of Clause)

H.18 NAM 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS – NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under relatively continuous supervision and control of a Government employee.

(2) Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other Contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the Contractor or the Contractor's personnel to exercise personal judgement and discretion on behalf of the Government. Rather, the Contractor's personnel will act and exercise personal judgement and discretion on behalf of the Contractor.

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

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

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

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

(End of Clause)

H.19 NAM 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

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

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

- (i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103;
- (ii) Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;
- (iii) Occupational safety or health hazards;
- (iv) Lapse in Appropriations; or
- (v) Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

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

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

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

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

(1) Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;

- (2) Forego the work; or
- (3) Reschedule the work by mutual agreement of the parties.

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

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

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

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

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

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

(End of Clause)

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

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

(a) Definitions.

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

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

Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

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

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

mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.
2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.
3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the Contracting Officer's Representative (COR), subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6, .07, Reporting from Remote Locations.
 - i. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
 - ii. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
4. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, *Prevention Training and Awareness*, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within _____business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

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

i. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

ii. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.

iii. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.

iv. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.

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

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

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the

workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee. All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week.

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

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

(d) Confidentiality.

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

(e) Remedies.

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

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

(End of Clause)

H.21 NAM 1330-52.232-72 NOAA TRANSITION TO THE INVOICE PROCESSING PLATFORM ELECTRONIC INVOICING SYSTEM (FEB 2023)

Applicable to Task Order awards made before October 1, 2023.

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor

must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)). All supporting documents required by the Contracting Officer must be included as attachments to payment requests submitted through the IPP.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of Clause)

H.22 NAM 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2023)

Applicable to Task Order awards made after October 1, 2023.

The Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)).

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: [*Contracting Officer list required invoice attachment(s); none if left blank*].

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of Clause)

H.23 NAM 1330-52.242-70 SUBMITTAL OF INVOICES (FEB 2011)

This language applies to individual task orders through September 30, 2023.

The contractor shall prepare and submit an invoice to the COR for approval [with a copy to the contracting officer for information]. All invoices shall be submitted by the 10th day of the subsequent month.

To constitute a proper invoice, the contractor's invoice shall be prepared in accordance with, and contain all elements specified in the paragraph titled, "Contractor's Invoice," of the applicable prompt payment provision of the contract (e.g., FAR 52.232-25, Prompt Payment; FAR 52.232-26, Prompt Payment for Fixed-Price Architect Engineer Contracts; or FAR 52.232-27, Prompt Payment for Construction Contracts). For contracts and orders for commercial items and services, paragraph (g) of FAR 52.212-4, titled, "Invoices," applies.

(End of Clause)

H.24 NAM 1330-52.208-70 SUBCONTRACTING WITH ABILITYONE NONPROFIT ORGANIZATIONS (DEC 2022)

NOAA recognizes and appreciates the value and talent that people with disabilities bring to our workplaces. The Committee for Purchase From People Who Are Blind or Severely Disabled (AbilityOne Program) is one of the United States' largest sources of employment for people who are blind or have significant disabilities, employing more than 40,000 individuals, including approximately 2,500 veterans. Approximately 450 nonprofit organizations employ these individuals who provide quality products and services to the Federal Government totaling nearly \$4 billion each year. Contracting with AbilityOne nonprofit organizations provides veterans and individuals who are blind or have significant disabilities more opportunities to work, lead independent lives, serve in their communities, and contribute to the strength of our Nation's economy.

This contract action is identified as including opportunities for subcontracting. The statutory obligation for Government agencies to satisfy their requirements for supplies or services available from the AbilityOne Program also applies when contractors purchase the supplies or services for Government use. For this contract action (***contracting officer select one***):

- A subcontracting plan is required. The contractor shall include AbilityOne as a separate goal on the subcontracting plan. This line must be reported in the Electronic Subcontracting Reporting System (eSRS) under Large Business. AbilityOne will give Other Than Small Business credit on subcontracting plans.

- A subcontracting plan is not required. The contractor should consider subcontracting with AbilityOne nonprofit organizations to the maximum extent

practicable and allowable consistent with other statutory and regulatory requirements applicable to the acquisition.

To engage with an AbilityOne Contractor (Non-Profit Agency) for subcontracting opportunities, the prime contractor should include the following information in an email to primecontractor@abilityone.org:

- a) Solicitation number
- b) Copy of the performance work statement or scope of work
- c) Identification of work that will be set aside for AbilityOne
- d) Estimated annual value of work for AbilityOne
- e) Prime contractor point of contact email address, phone number, name, and title

(End of Clause)

(End of Section H)

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**SECTION I
CONTRACT CLAUSES**

- I.1 52.202-1 DEFINITIONS (JUN 2020)
(Reference 52.202-1)

- I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)

- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
(Reference 52.203-6)

- I.5 52.203-6 I RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)-- ALTERNATE I (NOV 2021)
(Reference 52.203-6 I)

- I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Reference 52.203-7)

- I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-8)

- I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-10)

- I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)

- I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
(Reference 52.203-13)

- I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)
(Reference 52.203-14)

- I.12 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
(Reference 52.203-15)

- I.13 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
(Reference 52.203-16)

- I.14 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
(Reference 52.203-17)

- I.15 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
(Reference 52.203-19)

- I.16 52.204-2 SECURITY REQUIREMENTS (MAR 2021)
(Reference 52.204-2)

- I.17 52.204-2 I SECURITY REQUIREMENTS (MAR 2021)--ALTERNATE I (APR 1984)
(Reference 52.204-2 I)

- I.18 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
(Reference 52.204-4)

- I.19 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)
- I.20 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
(Reference 52.204-10)
- I.21 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(Reference 52.204-13)
- I.22 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
(Reference 52.204-15)
- I.23 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
(Reference 52.204-18)
- I.24 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)
- I.25 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
(Reference 52.204-23)
- I.26 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
(Reference 52.204-25)
- I.27 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)
(Reference 52.208-9)
- I.28 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
(Reference 52.209-6)
- I.29 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(Reference 52.209-9)
- I.30 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
(Reference 52.209-10)
- I.31 52.210-1 MARKET RESEARCH (NOV 2021)
(Reference 52.210-1)
- I.32 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
(Reference 52.211-5)
- I.33 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)
(Reference 52.212-5)
- I.34 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(Reference 52.215-2)
- I.35 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 52.215-8)
- I.36 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
(Reference 52.215-10)

- I.37 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
(Reference 52.215-12)
- I.38 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)
(Reference 52.215-14)
- I.39 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
(Reference 52.215-15)
- I.40 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 52.215-17)
- I.41 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
(Reference 52.215-18)
- I.42 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Reference 52.215-19)
- I.43 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (NOV 2021)
(Reference 52.215-21)
- I.44 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)
(Reference 52.215-23)
- I.45 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)
(Reference 52.216-7)
- I.46 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (OCT 2022)
(Reference 52.219-3)
- I.47 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
(Reference 52.219-4)
- I.48 52.219-4 I {52.219-4 I} [RESERVED]
(Reference 52.219-4 I)
- I.49 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
(Reference 52.219-6)
- I.50 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)
(Reference 52.219-8)
- I.51 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)
(Reference 52.219-16)
- I.52 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (OCT 2022)
(Reference 52.219-27)
- I.53 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)
(Reference 52.219-28)
- I.54 52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)
(Reference 52.219-29)
- I.55 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 (OCT 2022)
(Reference 52.219-30)

- I.56 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Reference 52.222-2)
- I.57 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)
- I.58 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022)
(Reference 52.222-19)
- I.59 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(Reference 52.222-21)
- I.60 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
(Reference 52.222-26)
- I.61 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)
(Reference 52.222-35)
- I.62 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(Reference 52.222-36)
- I.63 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Reference 52.222-37)
- I.64 52.222-38 COMPLIANCE WITH VETERANS` EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
(Reference 52.222-38)
- I.65 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)
- I.66 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
(Reference 52.222-50)
- I.67 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)
(Reference 52.222-54)
- I.68 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
(Reference 52.223-5)
- I.69 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)
- I.70 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)
(Reference 52.223-10)
- I.71 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)
(Reference 52.223-15)
- I.72 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
(Reference 52.223-16)
- I.73 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
(Reference 52.223-18)
- I.74 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
(Reference 52.223-19)
- I.75 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

- (Reference 52.224-1)
- I.76 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)
- I.77 52.224-3 PRIVACY TRAINING (JAN 2017)
(Reference 52.224-3)
- I.78 52.224-3 I PRIVACY TRAINING (JAN 2017)--ALTERNATE I (JAN 2017)
(Reference 52.224-3 I)
- I.79 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (NOV 2021)
(Reference 52.225-13)
- I.80 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)
- I.81 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)
- I.82 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 52.227-3)
- I.83 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
(Reference 52.227-14)
- I.84 52.227-14 I RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE I (DEC 2007)
(Reference 52.227-14 I)
- I.85 52.227-14 III RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE III (DEC 2007)
(Reference 52.227-14 III)
- I.86 52.227-14 IV RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE IV (DEC 2007)
(Reference 52.227-14 IV)
- I.87 52.227-14 V RIGHTS IN DATA--GENERAL (MAY 2014)--ALTERNATE V (DEC 2007)
(Reference 52.227-14 V)
- I.88 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)
- I.89 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference 52.228-5)
- I.90 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 52.228-7)
- I.91 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)
- I.92 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)
(Reference 52.230-1)
- I.93 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)
(Reference 52.230-2)
- I.94 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
(Reference 52.230-3)

I.95 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
(Reference 52.230-6)

I.96 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)

I.97 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)
(Reference 52.232-7)

I.98 52.232-7 I {52.232-7 I} [RESERVED]
(Reference 52.232-7 I)

I.99 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 52.232-8)

I.100 52.232-11 EXTRAS (APR 1984)
(Reference 52.232-11)

I.101 52.232-16 PROGRESS PAYMENTS (NOV 2021)
(Reference 52.232-16)

I.102 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)

I.103 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 52.232-18)

I.104 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
(Reference 52.232-19)

I.105 52.232-20 LIMITATION OF COST (APR 1984)
(Reference 52.232-20)

I.106 52.232-22 LIMITATION OF FUNDS (APR 1984)
(Reference 52.232-22)

I.107 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.108 52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)

I.109 52.232-25 I PROMPT PAYMENT (JAN 2017)--ALTERNATE I (FEB 2002)
(Reference 52.232-25 I)

I.110 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.232-33)

I.111 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.112 52.233-1 DISPUTES (MAY 2014)
(Reference 52.233-1)

I.113 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)
(Reference 52.233-1 I)

I.114 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)

- I.115 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 52.233-3 I)
- I.116 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)
- I.117 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(Reference 52.237-2)
- I.118 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 52.237-3)
- I.119 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 52.239-1)
- I.120 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 52.242-1)
- I.121 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (DEC 2022)
(Reference 52.242-3)
- I.122 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(Reference 52.242-4)
- I.123 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
(Reference 52.242-5)
- I.124 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)
- I.125 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
(Reference 52.243-1)
- I.126 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 52.243-1 II)
- I.127 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)
(Reference 52.243-2)
- I.128 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 52.243-2 I)
- I.129 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 52.243-2 II)
- I.130 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
(Reference 52.243-3)
- I.131 52.244-2 SUBCONTRACTS (JUN 2020)
(Reference 52.244-2)
- I.132 52.244-2 I SUBCONTRACTS (JUN 2020)--ALTERNATE I (JUN 2020)
(Reference 52.244-2 I)
- I.133 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 52.244-5)
- I.134 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(Reference 52.244-6)

- I.135 52.245-1 GOVERNMENT PROPERTY (SEP 2021)
(Reference 52.245-1)
- I.136 52.245-9 USE AND CHARGES (APR 2012)
(Reference 52.245-9)
- I.137 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
(Reference 52.246-23)
- I.138 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)
- I.139 52.248-1 VALUE ENGINEERING (JUN 2020)
(Reference 52.248-1)
- I.140 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
(Reference 52.249-2)
- I.141 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(Reference 52.249-6)
- I.142 52.249-6 IV TERMINATION (COST-REIMBURSEMENT) (MAY 2004)--ALTERNATE IV (SEP 1996)
(Reference 52.249-6 IV)
- I.143 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 52.249-8)
- I.144 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 52.249-14)
- I.145 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
(Reference 52.251-1)
- I.146 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)
- I.147 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)
- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated

herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u) (2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u) (1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End Of Clause)

I.148 52.212-4 I CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)--ALTERNATE I (NOV 2021)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in

paragraph (a) (6) of this clause, the cost of replacement or correction shall be determined under paragraph(i) of this clause, but the hourly rate for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the hourly rate attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a) (4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i) (1) (ii) (A) and (D) (2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i) (1) (ii) (B) of this clause:

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard recordkeeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End Of Clause)

I.149 52.216-18 ORDERING (AUG 2020)

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

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

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

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

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

(3) If sent electronically, the Government either--

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

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

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

(End Of Clause)

I.150 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 paragraph (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.151 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 60 months following the expiration of the basic contract ordering period.

(End of Clause)

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

I.152 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

I.153 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months

(End of Clause)

I.154 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.155 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent

subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--
[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End Of Clause)

I.156 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business 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 products or commercial services.

(End Of Clause)

I.157 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR Chapter 13) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

I.158 52.212-5 (Apr 2020) CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEM (DEVIATION APR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).
(ii) Alternate I (Mar 2020) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).
(ii) Alternate I (Mar 2020).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
(ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (Nov 2016) of 52.219-9.
(iii) Alternate II (Nov 2016) of 52.219-9.
(iv) Alternate III (Mar 2020) of 52.219-9.
(v) Alternate IV (Aug 2018) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
(ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
 - (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPAâ##Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEATâ®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEATâ®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEATâ®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (May 2014) of 52.225-3.
 - (iii) Alternate II (May 2014) of 52.225-3.
 - (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.â##s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- (60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020) (31 U.S.C. 3903 and 10 U.S.C. 2307).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

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

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78and E.O 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations

I.159 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)

(a) Definitions. As used in this clause--

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use--

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors.

The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End Of Clause)

**SECTION J
LIST OF ATTACHMENTS**

J.1

- J-1 LABOR CATEGORY DESCRIPTIONS**
- J-2 SAMPLE MONTHLY CONTRACT PROGRESS REPORT**
- J-3 CEILING HOURLY RATE TABLE BY LABOR CATEGORY**
- J-4 PROFESSIONAL EMPLOYEE COMPENSATION PLAN**

(End of Section J)

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