

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 113	
2. CONTRACT NUMBER 1305M424D00XX		3. SOLICITATION NUMBER 1305M423RNAAA0011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY CSAD-Pro-Tech Services 1325 EAST WEST HWY SSMC2, RM 11323 SILVER SPRING MD 20910		CODE CSAD-PT	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MARGARET WILLIAMS	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS MARGARET.WILLIAMS@NOAA.GOV
		AREA CODE 757	NUMBER 441-3182	EXT.	

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<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232.8)</i>	▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION See schedule	
22. 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. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM
24. ADMINISTERED BY (If other than Item 7) See Schedule G		25. PAYMENT WILL BE MADE BY See Schedule G	CODE AJ200012
26. NAME OF CONTRACTING OFFICER (Type or print) MARGARET WILLIAMS		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

NAME OF OFFEROR OR CONTRACTOR
Master Contract

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 04/02/2024 Admin Office: CSAD-Pro-Tech Services 1325 EAST WEST HWY SSMC2, RM 11323 SILVER SPRING MD 20910 Delivery Location Code: SSAD SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 USA				
0001	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 Commercial - Fixed Price type orders. Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425	1	LO	0.00	
0002	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This CLIN is for Commercial - Time-and-materials (T&M) type orders. Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425	1	LO	0.00	
0003	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This CLIN is for Commercial - Labor-Hour (LH) type orders. Ordering Period (Five years): April 2, 2024 Continued ...	1	LO	0.00	

NAME OF OFFEROR OR CONTRACTOR
Master Contract

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425				
0004	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This CLIN is for Non-Commercial Fixed-Price type orders. Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425	1	LO	0.00	
0005	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This CLIN is for Non-Commercial Cost-Reimbursement type orders. Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425	1	LO	0.00	
0006	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. This CLIN is for Non-Commercial T&M type orders. Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425	1	LO	0.00	
0007	Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C. Continued ...	1	LO	0.00	

NAME OF OFFEROR OR CONTRACTOR
Master Contract

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This CLIN is for Non-Commercial LH type orders.</p> <p>Ordering Period (Five years): April 2, 2024 through April 1, 2029. Obligated Amount: \$0.00 Product/Service Code: R425</p>				
1001	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Commercial - Fixed Price type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425</p>	1	LO	0.00	0.00
1002	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Commercial - T&M type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425</p>	1	LO	0.00	0.00
1003	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Commercial - LH type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425 Continued ...</p>	1	LO	0.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1305M424D00XX

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial Fixed-Price type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425</p>	1	LO	0.00	0.00
1005	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial Cost-Reimbursement type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425</p>	1	LO	0.00	0.00
1006	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial T&M type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034. Amount: \$0.00 (Option Line Item) Anticipated Exercise Date: 04/01/2029 Product/Service Code: R425</p>	1	LO	0.00	0.00
1007	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>Continued ...</p>	1	LO	0.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1305M424D00XX

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NAME OF OFFEROR OR CONTRACTOR
Master Contract

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This CLIN is for Non-Commercial LH type orders.</p> <p>Ordering Period (Five years): April 2, 2029 through April 1, 2034.</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>Anticipated Exercise Date: 04/01/2029</p> <p>Product/Service Code: R425</p>				

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Section B - Supplies or Services/Prices

Standard Language SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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 Oceans Domain (hereafter “ProTech Oceans”) under North American Industry Classification System (NAICS) Code 541620 – Environmental Consulting Services. The ProTech Oceans solicitation No. 1305M423RNAAA0011 was released on May 16, 2023, with the following amendments:

Amendment 1: May 18, 2023

Amendment 2: May 30, 2023

Amendment 3: June 2,

2023

Amendment 4: July 17, 2023

The offeror’s acknowledgements of the above amendments were included in the offeror’s proposal submission and they are Incorporated By Reference to this IDIQ on Date of Contract Award.

A task order will be awarded immediately following the IDIQ award for the obligation of the minimum guarantee of \$250.

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

B.2 BASE AND OPTION PERIODS

The term of ProTech Oceans is a 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 Oceans 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., Firm-Fixed Price(FFP)/LH, etc.], although separate contract line item numbers (CLINs) are required for each pricing arrangement.

B.4 TASK ORDER PRICING

ProTech Oceans provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The 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.

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.

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.

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

The 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.

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.

B.4.1 Fixed-Price Orders

Fixed-price orders are defined under 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 Oceans IDIQ contract.

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

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

During the term of ProTech Oceans, the Government will place orders totaling a minimum of \$250. The amount of all orders 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)

Section C - Description/Specifications

Standard Language SECTION C: PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION AND BACKGROUND

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

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

C.2 OBJECTIVES

The overall objectives of the ProTech program are to:

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

C.3 FISHERIES DOMAIN SCOPE

The primary clients of this Domain will be the offices of NOAA's National Marine Fisheries Service, or NOAA Fisheries. Other NOAA offices may also use this Domain if their requirements are covered herein. Services not covered by the Fisheries Domain scope of work include the following:

- Architect and Engineering (A&E) Services subject to the Brooks Act and FAR Subpart 36.6 acquisition procedures;

- Inherently Governmental functions – see the prohibition at FAR 7.503(a);
- Personal services as defined in FAR 37.104(a);
- Legal services;

- Requirements where the primary objective or the predominance of the work is to obtain information technology (IT) services; and

- Requirements for any IT products and services, except where (1) the IT cannot feasibly be
 - o 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.

- o 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 OCEANS SERVICES DOMAIN

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

Safe and efficient transportation and commerce. Ships move \$1.5 trillion worth of products in and out of U.S. ports every year. Every ship moving in and out of U.S. ports relies on navigation charts and water level information that NOS alone provides. All mapping, charting, and transportation activities and infrastructure are founded on a reliable, accurate national coordinate system. NOS is solely responsible for maintaining that system, which provides more than \$2.4 billion in potential annual benefits to the U.S. economy. Businesses in the maritime community rely on NOS for a range of decisions, from how much cargo to load to choosing the safest and most efficient route between two points. They use NOS data, tools, and services to plan seasonally for ship schedules to service global trade more safely and efficiently as significantly larger vessels transit through U.S. ports as a result of the Panama Canal expansion.

Preparedness and risk reduction. Coastal communities represent a major economic engine for the United States. Immediate and potentially life-threatening events such as hurricanes, as well as long-term issues like high tide flooding, are real challenges to coastal communities. NOS brings a unique range of information and capabilities to help communities prepare for, respond to, and recover from these events. For example, NOS maintains the nation's network of coastal tide and water level sensors to provide real-time data that supports accurate weather forecasts, coastal storm and flood predictions, and tsunami warnings. NOS provides data and tools that enable businesses and coastal communities to better plan for and mitigate risk from changing conditions. The agency provides information and data to protect human health and coastal economies with early warnings of harmful algal blooms and other threats. Every year, NOS responds to natural disasters and more than 150 oil and chemical spills in U.S. and state waters, which damage environments and disrupt economies. As the authoritative resource for science related to marine debris, oil, and chemical spills, NOS provides responders with the information they need to understand the severity of a spill and where it will travel.

Stewardship, recreation, and tourism. The United States boasts some of the most important natural, cultural, and historical resources in the world—not just on land but under the water as well. The value of the U.S. coastal tourism and recreation industry in 2009 was \$62 billion. NOS plays a critical role in protecting and promoting access to these special coastal and marine places. NOS is entrusted with the responsibility to manage a network of underwater parks encompassing more than 600,000 square miles of coastal, marine, and Great Lakes waters. Across all national marine sanctuaries, about \$8 billion

annually is generated in local economies from activities like commercial fishing, tourism, and recreation. NOS also partners with states to manage national estuarine research reserves, a network of 29 coastal sites designated to protect and study estuarine systems. The reserves reflect the rich diversity of environments along our coasts and Great Lakes, and provide places for education, recreation, and boosting local economies.

See the NOS website <https://oceanservice.noaa.gov/> for more information on NOS programs.

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

C.3.1 Studies, Analyses, and Reports

The Contractor shall conduct studies, numerical modeling, assessments, analyses, and reporting in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. Program studies and analyses will involve developing, evaluating, analyzing, and reviewing coastal and ocean programs and policies that develop strategies and contribute to the state-of-the-science assessments of the climate. Specific emphasis shall be focused on identifying and mitigating any Organizational Conflict of Interest (OCI) concerns for any contractors that assist the Government in conducting special studies of NOS operations. The program studies, analyses, and reports shall identify and promote the use of best practices in coastal and ocean habitat planning and may be used to inform program modification and redesign. The Contractor shall develop new analytical and quantitative tools, analyze data, and develop a final report of results and recommendations.

Program studies, analyses and reports shall include, but are not limited to, the following:

C.3.1.1 Provide collection of coastal and ocean data and information products and perform time series, harmonic, spectral, and other statistical analyses of field data and model-generated data.

C.3.1.2 Perform routine or 24x7 real-time monitoring and quality control of oceanographic, navigation, and meteorological data collected by sensors deployed in nearshore, coastal environments, as well as offshore field environments (including marine, terrestrial, aerial, and space) to ensure the availability, accuracy, and quality of tide, water level, current and other marine environmental information.

C.3.1.3 Perform routine or 24x7 real-time monitoring and quality control of oceanographic, navigation, and meteorological data collected by sensors deployed in deep ocean environments and offshore field environments (including marine, terrestrial, aerial, and space) to ensure the availability, accuracy, and quality of tide, water level, current and other marine environmental information.

C.3.1.4 Provide services to investigate and report data problems (inconsistent or questionable readings, changes in sensor status, etc.) utilizing appropriate oceanographic principles, such as inter-comparisons (neighbor checks, observations vs. predictions, etc.).

C.3.1.5 Provide services to collect, analyze, evaluate, correct, and spectrally combine terrestrial, marine, airborne, and satellite gravity data and support creation of a geoid for use in geodetic control and other

modeling. Support publishing terrestrial and airborne gravity data for use in geodetic control modeling.

C.3.1.6 Provide services to collect, analyze, evaluate, correct, and spectrally combine terrestrial, marine, airborne, and support creation and use of modeling. Support publishing data for use in other modeling.

C.3.1.7 Provide scientific support to analyze satellite data in support of Coastal and Oceanic programs.

C.3.1.8 Provide data entry, manipulation, verification, quality control, and evaluation of oceanographic, meteorological data, and nautical charting systems.

C.3.1.9 Process, analyze, quality control, and disseminate data (to include data categorized as sensitive) and derived products from oceanographic, navigation and nautical charting systems, and meteorological data collected by sensors deployed in the field or space.

C.3.1.10. Develop and support routine state-of-the-science assessments of the climate system for informed decision-making; and provide archeology support to coastal and oceanic programs.

C.3.1.11 Analyze and report on deficiencies in operational systems, evaluate system enhancements, and provide insight into new sensor behavior.

C.3.1.12 Provide scientific expertise support in ocean science, biology, physical science, science policy, science project management, and natural resource management disciplines.

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

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations to support oceanic and atmospheric research for program managers and policymakers in developing state-of-the-science models, selecting new technologies for development, and determining if further program performance information is needed. The Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. The Contractor shall analyze data and develop a final report of results and recommendations.

Applied research, development, engineering, consulting, and operations support shall include, but are not limited to, the following:

C.3.2.1 Provide oceanic and atmospheric research coordination and support delineating regional ecosystems, promote partnerships at the ecosystem level, and implement cooperative strategies to improve regional ecosystem health to include scientific diving operations.

C.3.2.2 Provide oceanographic and hydrodynamic 3-D (layered) modeling and modeling systems to include: analysis, research and development, experiments and evaluation, data management, findings and interpretive products, coastal ocean assessments and reports, ocean observing, and technical feasibility studies for Coastal and Ocean programs.

C.3.2.3 Enhance partner development and system engineering to advance integration across participating federal agencies and the Integrated Ocean Observing System (IOOS) Regional Associations.

C.3.2.4 Provide services for marine operations of Remote Operation Vehicles, including but not limited to: passive buoyancy or autonomous or uncrewed surface platforms, uncrewed underwater platforms, uncrewed airborne systems, drop cameras, benthic grabs, and other state of the art and advancing technology. These are to be used to: characterize the seafloor and associated biota habitats; observe and explore oceans; acquire and process field data for nearshore, coastal and deep ocean, as well as offshore field environments, including non-navigationally significant waters of both domestic and international/high seas; and assess habitat damage post natural disasters.

C.3.2.5 Provide services for aerial and space operations of Remote Operation Vehicles, including but not limited to: autonomous or uncrewed aerial platforms, uncrewed airborne systems, cameras, lidar, and other state of the art and advancing technology. These are to be used to: characterize the seafloor and associated biota habitats; observe and explore oceans; acquire and process field data for nearshore, coastal and deep ocean, as well as offshore field environments, including non-navigationally significant waters of both domestic and international/high seas; and assess habitat damage post natural disasters.

C.3.2.6 Provide services for terrestrial operations of Remote Operation Vehicles, including but not limited to: autonomous or uncrewed platforms and other state of the art and advancing technology. These are to be used to: characterize the seafloor and associated biota habitats; observe and explore oceans; acquire and process field data for nearshore, coastal and deep ocean, as well as offshore field environments, including non-navigationally significant waters of both domestic and international/high seas; and assess habitat damage post natural disasters.

C.3.2.7 Provide scientific services for the coordination, development, and evaluation of new simulation and predictive models to predict species habitat utilization patterns and the advancement of understanding of ecosystems.

C.3.2.8 Provide advanced technology for monitoring and observing systems in deep ocean environments, as well as offshore field environments to expand and enhance the agency's capabilities, such as: weather and oceanographic observations; ice forecasts and nowcasts; geodetic, hydrographic and topographic surveys; habitat characterization; and to provide accurate, up-to-date information.

C.3.2.9 Provide advanced technology for monitoring and observing systems in nearshore and coastal environments, as well as offshore field environments to expand and enhance the agency's capabilities, such as: weather and oceanographic observations; ice forecasts and nowcasts; geodetic, hydrographic and topographic surveys; habitat characterization; and to provide accurate, up-to-date information.

C.3.2.10 Provide system-wide boat planning and use management, and assistance to the Government on new boat construction and acquisition.

C.3.2.11 Maintain a boat inventory and database; develop safe-operation guidelines and operation manuals; provide boat maintenance, repair, and services; and provide day-to-day boat operations in nearshore and coastal field environments.

C.3.2.12 Maintain a boat inventory and database; develop safe-operation guidelines and operation manuals; provide boat maintenance, repair, and services; and provide day-to-day boat operations in deep ocean and offshore field environments.

C.3.2.13 Provide vessel support, transportation services, and small boat operations for expeditions related to special science and exploration, data collection, ecosystem monitoring, and seafloor and habitat characterization. Expeditions will occur in associated biota in nearshore, coastal field environments for all field office operations and on-the-water operations.

C.3.2.14 Provide vessel support, transportation services, and large boat operations for expeditions related to special science and exploration, data collection, ecosystem monitoring, and seafloor and habitat characterization. Expeditions will occur in associated biota in deep ocean and offshore field environments for all field office operations and on-the-water operations.

C.3.2.15 Provide installation and maintenance of mooring buoys, boundary markers, instrument moorings, and instrumentation packages, and provide technical support to the team in preparation, field deployment, field maintenance and retrieval of ReCon System components.

C.3.2.16 Transfer ReCon data and integrate real-time sensor data into web displays; provide technical support to the engineering design process based on field and lab data analysis; and conduct sensor interoperability testing comparing ease of integration of existing software to interoperability software.

C.3.2.17 Provide Geographic Information System (GIS) services for coastal and ocean resource management and navigation and nautical charting systems.

C.3.2.18 Provide technical and analytical services for remote sensing support for coastal and ocean resource management and navigation.

C.3.2.19 Provide programmatic and technical support for marine debris projects and research for oceans and coastal hazards.

C.3.2.20 Provide Facilities support and operational services that may include but not limited to: system-wide facilities planning and use management; assistance to the Government on new facilities design; maintenance of a facility inventory and database; maintenance and repair of facilities; and development of safe day-to-day operation guidelines and manuals for all field offices.

C.3.2.21 Provide remote engineering services to facilitate and coordinate the transfer of large amounts of data from nearshore and offshore field sensors to various data communication hubs (i.e. shoreside, shipside, or an uncrewed surface platform hub) using automated means and learning to transition data to the cloud or via telepresence in as near real time as possible, as it relates to the concept of operations.

C.3.3 Field Sampling, Data Collecting, and Surveys

The Contractor shall conduct field sampling, data collection, and surveys. These services shall support program managers in evaluating and employing state-of-the-art-data collection technologies and determine if further sampling and collection is required. Surveys shall require Contractors to identify and apply appropriate evaluation methodologies and research designs needed for a particular program or answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection shall require accessing databases from

appropriate sources, constructing databases, and consulting with other experts as required.

Field sampling, data collecting, and surveys shall include, but are not limited to, the following:

C.3.3.1 Provide nearshore and coastal field environments services in the design, installation, and maintenance of field data collection and field condition monitoring platforms and programs and the collection of marine and freshwater field data which may include, but is not limited to: scientific diving (including SCUBA) in relation to work in marine archeology, research coordination, scientific research, buoy operations, environmental monitoring, seafloor and habitat characterization, and characterization of associated biota. All diving must adhere to OSHA Diving Regulations.

C.3.3.2 Provide deep ocean and offshore field environments services in the design, installation, and maintenance of field data collection and field condition monitoring platforms and programs and the collection of marine field data which may include, but is not limited to: scientific diving (including SCUBA) in relation to work in marine archeology, research coordination, scientific research, buoy operations, environmental monitoring, seafloor and habitat characterization, and characterization of associated biota. All diving must adhere to OSHA Diving Regulations.

C.3.3.3 Provide and assist in the design and implementation of coastal and ocean-related social science tools and methods, including, but not limited to, surveys, interviews, and focus groups.

C.3.3.4 Analyze (using both quantitative and qualitative methods) and report socio-economic data that results from coastal and oceanic social science-based inquiries.

C.3.3.5 Provide analytical and operational services to collect, process, and document full-scale coastal and oceanic data. Data will be included as part of literature to be published in scientific journals.

C.3.3.6 Collect, develop, integrate, map, and analyze geospatial data for use in coastal and oceanic resource management, navigation, and nautical charting systems, may include: creating, updating and maintaining geodetic models, classifying of shoreline elements and updating nautical charts.

C.3.3.7 Collect biological and physical samples for chemical characterization and histopathological analysis.

C.3.4 Consulting, Program and Project Management

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements, and measurements. Services shall include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which data is collected. Activities shall include collection and analysis of program data; writing of field observation reports; advising on improvement of agency measurement systems; disseminating methods to other Government agencies and interested organizations; developing assessments, reports, and plans; and conducting logistics support, technical training, independent reviews, and education and outreach activities.

Consulting, program and project management services shall include, but are not limited to, the following:

C.3.4.1 Provide services to the Government with strategic planning, policy development, project programming, congressional affairs, and budgeting system support to designated programs.

C.3.4.2 Provide assistance to the Government with planning, developing, and implementing Government quality assurance programs and/or Quality Management Systems. Develop strategies for improving the quality of climate observations, analyses, interpretation, and archiving.

C.3.4.3 Provide quality assurance support for acquiring, describing, and maintaining archived coastal and oceanic data and data products, metadata, and related information.

C.3.4.4 Provide assistance to the Government with developing and coordinating NOAA's homeland security-related plans, programs, and policies to enhance NOAA-wide program response, risk management, continuity of operations, and other contingency planning and program infrastructure.

C.3.4.5 Provide assistance to the Government with environmental compliance may include: evaluation, development of environmental impact assessments; analysis and review of Coastal and Oceans programs; management of policies and guidance; and provision of technical assistance, development, review, and comment for ongoing or planned environmental assessments, National Environmental Policy Act (NEPA), and other documentation to demonstrate compliance with environmental statutes and other environmental permitting activities.

C.3.4.6 Develop instructions, guides, procedures, and processes for operating, maintaining, and configuring oceanographic, navigation and nautical charting systems, and meteorological systems.

C.3.4.7 Develop, test, implement, and quality control of processes and procedures for collecting coastal and ocean data.

C.3.4.8 Support document development for requirements, business analysis, and design specifications for oceanographic, navigation, and meteorological systems.

C.3.4.9 Provide assistance to the Government with administrative and technical support to the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, collection and estimation of costs, and development of spend plans, cost tracking and reporting systems.

C.3.4.10 Support the development and maintenance of software for the operation of budget formulation databases and for producing tracking and reports.

C.3.4.11 Provide assistance to the Government with financial services support to NOAA programs including but not limited to Interagency Agreements, grants, and other federal funding opportunities.

C.3.4.12 Provide assistance to the Government with coordinating, planning, and operating facilities, to include providing access and security requirements for visitors, coordinating all employee separation procedures, and cataloging/archiving issuance and receipt of keys to facilities, vehicles, and offices.

C.3.4.13 Provide communication, request for information, and outreach project support including

document development, editing and graphic art services, and compliance with Section 508 of the Americans with Disabilities Act. Services shall include design, layout, word processing, copy-editing and photocopying of reports, materials, brochures, and other printed or electronic materials. Graphic services include graphic artists, preparation of graphs based on the analysis of technical data, and the preparation of flyers, pictures, posters, bookmarks, meeting agendas, certificates, artwork, pamphlets, covers, logos, promotional materials, and end-to-end video services including producing, editing, managing, cataloging, and all associated technical matters.

C.3.4.14 Provide assistance to the Government with programmatic and financial technical assistance, and general administrative support services to Coastal and Ocean programs and program offices.

C.3.4.15 Provide assistance to the Government with the development of economic guidelines and standards, and in forecasting trends and formulating economic policy. Formulate recommendations, policies, or plans to address economic problems or to interpret relevant markets.

C.3.4.16 Provide planning and logistics support for meetings, conferences, working groups, and hearings including, but not limited to, coordinating locations, participants, rapporteurs, exhibits, agendas, presentations and briefing materials, accommodations, speakers, travel, multimedia requirements and facilitation services.

C.3.5 Capacity Building

The Contractor shall provide products and services to support enhancing external audiences' knowledge and skills of the mission of the National Ocean Service.

Capacity building shall include, but is not limited to, the following:

C.3.5.1 Provide technical training for coastal professional audiences, including instructional design and materials to incorporate adult learning theory and technologies for topics which may include but are not limited to ocean acidification, sea-level rise, river-delta algae blooms, oil spills, and other climate-mitigation issues.

C.3.5.2 Provide education information focused on ocean and estuarine literacy related to NOS mission, for K-12, community members and teacher audiences, including learning networks, and instructional design to incorporate educational and instructional theory and technologies for topics which may include but are not limited to ocean acidification, sea-level rise, river-delta algae blooms, oil spills, and other climate-mitigation issues.

C.3.5.3 Provide technical assistance to address coastal and oceanographic management issues, providing support on the development and maintenance of coastal and oceanographic products and services and working directly with stakeholders in local communities including underserved communities, tribes, and non-governmental entities to identify the needs of these communities.

C.3.5.4 Provide logistical and programmatic support for designing and delivering collaborative processes and facilitation support.

C.3.5.5 Develop, implement, and coordinate NOAA fellowship programs.

C.4 IT SECURITY REQUIREMENTS

The Assessment and Authorization (A&A) requirements of Clause 48 CFR 1352.239-72 may apply, and a Security Accreditation Package may be required, but cannot be determined based on the stated PWS requirements.

C.4.1. GOVERNMENT FURNISHED EQUIPMENT

The Assessment and Authorization (A&A) requirements of Clause 48 CFR 1352.239-72 do not apply, and a Security Accreditation Package is not required.

The Contractor shall comply with the following DOC Department Administrative Orders (DAO): DAO 200-0 *Department of Commerce Handbooks and Manuals* and DAO 207-1 *Security Programs* (available at: <https://www.osec.doc.gov/opog/dmp/daos.html>). The Contractor shall comply with the following DOC Department Organization Orders (DOOs) DOO 15-23 *Chief Information Officer* (available at: <https://www.osec.doc.gov/opog/dmp/doos.html>). The Contractor shall comply with the NOAA Administrative Orders (NAO) NAO 212-13 *NOAA Information Technology Security Policy* and NAO 212-15 *Management of Environmental Data and Information* (available at: <https://www.noaa.gov/organization/administration/noaa-administrative-orders>). DOC issues policies under DAO 200-0, DAO 207-1 and DOO 15-23. NOAA issues cybersecurity policies under NAO 212-13. The DAO, DOO, NAO and corresponding policies are sensitive controlled unclassified information (CUI) documents that shall be limited to use only on Government Furnished Equipment and will be provide after contract award.

It is a mandatory requirement for every NOAA IT user (e.g., government employee, contractor, associate, or temporary personnel) to complete the NOAA Cyber Security and Privacy Awareness Training course every year. Temporary personnel include visitors, guest workers, etc. who plan to work at a NOAA site, access NOAA information and/or use NOAA IT resources. Both new and temporary employees must take the course within three days after initial issuance of NOAA IT equipment and annually thereafter.

If the government provides Government Furnished Equipment (GFE) to perform the work on this contract, the contractor is responsible to adhere to bureau IT-security requirements. The contractor is responsible to contact the Contractor Officer Representative (COR) for any additional IT requirements (e.g. software, hardware) by providing documentation and information.

Contractor staff needing to perform work off-site using GFE shall sign all appropriate agreements and follow all appropriate regulations per NOS, NOAA, and DOC policies including NOAA and NOS property regulations. The Contractor shall comply with Help Desk and/or property requests to make the GFE available upon request to meet organizational property requirement and/or to maintain the GFE in accordance with the organizational defined security posture. All users who have been issued a Government furnished client endpoint computing device (e.g. laptop, cell phone, tablet, etc.) shall be accountable for the confidentiality, integrity and security of that device. The Contractor shall comply with existing and new policies and memorandums specifically covering issued GFE.

The Government has established time frames for addressing configuration management, vulnerability management, and inventory reconciliation activities. The Contractor will be notified of any changes to established schedule and shall work with the Help Desk in meeting the schedule changes. The Contractor must connect the GFE to the NOAA provided Virtual Private Network (VPN) at least three times per week to receive the configuration management updates and vulnerability management assessments. The current Government established times frames include:

- a) Configuration management (normal updates and patching) occurs every Monday and Wednesday night at 10 pm,
- b) Vulnerability Management and Remediation (vulnerability scanning and apply missing updates/patches) occurs every Wednesday and Thursday from 9 AM to 3 PM every week for both on site and VPN connected devices. Vulnerability Scanning only occurs when the GFE is directly connected to the NOS network or connected to the Government provided VPN service using Common Access Card authentication. The Government may shorten vulnerability management and remediation requirements for vulnerabilities designated as significant risk.,
- c) Inventory reconciliation/management occurs monthly. Ad hoc inventory activities occur if GFE is issued, lost, stolen or upon request.

It is the contractor's responsibility to ensure GFE are scanned, patched, and updated during the specified times mentioned above by keeping the desktop and laptops turned on and connected to the network when the devices are not being used, or by connecting laptops to the VPN when the devices are being used remotely. If an issue arises and require onsite helpdesk support, the contractor shall obtain helpdesk support at the Silver Spring Main Campus (SSMC) location. Any additional cost incurred with onsite helpdesk support will be reimbursed upon approval with the issuance of a modification to the contract. The associated cost shall be requested and approved in advance by the Contracting Officer's Representative (COR). The cost request shall include the name of the individual requiring onsite helpdesk support, the reason for onsite helpdesk support, the dates and location of travel if required, and the cost including a breakdown of cost (travel and additional labor hours). The Contractor shall submit GFE software/hardware changes (install/remove/modify) operating system, software or application to the government assigned Help Desk and receive approval of the appropriate change approval process prior any change being made to the GFE software/hardware.

In the alternative, if an issue arises the COR may choose to send replacement equipment instead of requiring the contractor to physically travel to the onsite helpdesk for support. The Government recognizes that said replacement equipment may need to be updated or upgraded with needed software, programs, etc. for the contractor to continue performing and schedules and time shall be addressed at the time an issue occurs. Any additional cost incurred with sending replacement equipment and time to get new equipment up and running will be reimbursed upon approval in advance by the COR. The cost request shall include the name of the individual requiring replacement equipment and time to catch up, dates, and location, and the submission must include a cost breakdown (additional labor hours).

The Contractor shall safeguard GFE assigned for the duration of the contractor unless returned to the Government prior to the end of the contract. Lost, misplaced, or stolen GFE issued to the Contractor through this contract shall be reported to the government assigned Task Manager and government assigned Help Desk within 4 hours of detection. The Contractor shall assist the COR with any security incident report filed related to the loss of the GFE. The Contractor or contractor staff assigned the GFE can be held accountable to reimburse the Government for cost of the GFE depending on the

circumstance that resulted in the GFE loss. The Contractor shall comply with the NOAA Chief Administrative Officer's Memorandum "*What to Do When a Laptop Is Identified as Missing*" issued January 27, 2009 and DOC *Personally Identifiable Information (PII) and Business Identifiable Information (BII), and Privacy Act Breach Response and Notification Plan* issued July 2013. Memorandum and Breach Response and Notification Plan are sensitive documents will be provided upon request after GFE has been provided. The Contractor may be required to participate in completing the above requirements. In the event of a suspect computer security incident, the contractor is obligated to contact the COR and/or designated Information System Security Officer (ISSO) and report said activity.

C.4.2 CLOUD SERVICES

The Government does not permit the Contractor to store, process or transmit any information provided, obtained or accessed in the performance of this contract in a commercial cloud service without explicit approvals. The Contractor is not permitted to use a commercial cloud service(s) to conduct security assessment of Government resources on premise or in a commercial cloud service.

If the Contractor proposes the use of cloud services, NOS requires an integrated technical solution, which meets the security requirements below. An integrated technical solution requires all components, cloud services and middleware/solutions provided by all partners (including but not limited to: cloud provider, reseller and prime contractor) to address the appropriate security and privacy requirements. For any cloud services acquired by the contractor to support this acquisition, the Contractor shall meet the following conditions:

- a) Shall comply with DOC and NOAA cybersecurity and privacy policies;
- b) Shall avoid the inadvertent transmission of Sensitive PII, or other controlled unclassified information (CUI), through an embedded SaaS text within an email that automatically issue alerts or notifications unless explicitly authorized in writing. SaaS applications should only process information that is at or below the evaluated impact level of the SaaS application itself,
- c) Shall leverage cloud services that are covered under the Federal Risk Authorization Management Program (FedRAMP; <https://www.fedramp.gov/>) offerings,
- d) Shall inform the NOS IT Security Officer (ITSO) and government ISSO of the appropriate FedRAMP package(s) being leveraged. NOS ITSO and government assigned ISSO shall review the appropriate FedRAMP package(s) and conduct a risk assessment of the appropriate FedRAMP package(s) and associated cloud services prior to using any cloud service(s),
- e) Shall comply with the *NOAA Cloud Computing Security Testing, Authorizing and Continuous Monitoring Standard Operating Procedure (SOP)* prior to production use of any cloud services. The Contractor shall not use any cloud services until approved NOAA or NOS Authorization to Operate (ATO) or received a NOAA or NOS approved risk acceptance.
- f) Shall provide the necessary information to support the documentation of the security posture (NIST Special Publications 800-53 Revision 4 *Security and Privacy Controls for Federal Information Systems and Organizations* or later publication) covering the contractor's solution (e.g., the solution can consist of [mobile/web] application/ database/ network operating systems (aka, virtual machines)),
- g) Shall ensure the acquiring information technology and/or service(s) are engineered for trustworthy and security. Shall throughout the lifecycle of this contract ensure all custom/acquired solutions are consistent with the engineering-based trustworthy secure solutions as outlined in NIST Special Publication 800-160 Version 1, Revision 1 *Engineering Trustworthy Secure Systems* (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-160v1r1.pdf>) and NIST Special

Publication 800-160, Volume 2, Revision 1 Developing Cyber-Resilient Systems: A Systems Security Engineering Approach (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-160v2r1.pdf>),

h) Shall ensure all NOAA information and contractor solution resides within the United States, its territories and possessions,

i) Shall integrate into DOC, NOAA and NOS enterprise solutions for systems management and incident management systems to the greatest extent possible. Systems management and incident management examples include: a) Enterprise Continuous Diagnostics and Monitoring (Bigfix), b) enterprise Security Information and Event Management (Arcsight), c) enterprise incident management (NOAA Incident Response Reporting Application), d) enterprise vulnerability management (Tenable Security Center), e) enterprise systems management (Microsoft Systems Center Configuration Manager/Redhat Satellite/JAMF Software Casper Suite), f) enterprise endpoint anti-virus/anti-malware management (McAfee ePolicy Orchestrator) and other enterprise required tools. Government systems management and incident managements are subject to change without notice. If integration is not possible, the Contractor shall work with the government assigned ISSO to obtain a risk acceptance from Authorizing Official and Co-Authorizing Official.

j) Shall provide Government with full administrative control to the master account, subscription administrator or its equivalent in the event the cloud-leveraged solution is the contractor has delivered solution to the Government. The Contractor shall relinquish to the Government all administrative control and/or access to resources residing within the cloud subscription/boundary assigned to this contract. The Government may grant access to the Contractor as needed.

k) If non-FEDRAMP cloud computing services are part of this acquisition, the Contractor shall provide a description of how they secure their contractor operated services supporting this acquisition. The Contractor shall use the IT Security Questionnaire (titled: *Information and Information Systems Security Requirements for Acquisitions*) to assist in their response. The Contractor shall disclose any third-party independent assessments and/or audits conducted on the cloud computing services that make up this acquisition as part of their response. The Contractor can request assistance from the government assigned ISSO in describing how they secure their equipment. The IT Security Questionnaire was developed following National Institute of Standards and Technology (NIST) Special Publications (SP) 800-53 Revision 4 *Assessing Security and Privacy Controls in Federal Information Systems and Organizations: Building Effective Assessment Plans* or later publications. The government shall evaluate the contractor's response to the questions and determine the potential contractor's information security risk to the Government. If the Government determines the information Security risk to be acceptable, the Authorizing Official & Co-Authorizing Official will document their acceptance in a risk acceptance memo following the *NOS Risk Acceptance Policy*.

The acquiring Information Technology and/or service(s) shall allow the use one of the approved methods for secure destruction of data/information. The Contractor shall not destroy any information unless specifically authorized by the Contracting Officer Representative/Task Manager. The Contractor upon request of the COR/TM shall use one of the approved methods for secure destruction of unclassified but sensitive information. Approved methods include NIST Special Publications 800-88 *Guidelines for Media Sanitization* (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>) or the National Security Agency in the *Media Destruction Guidance* (<https://www.nsa.gov/Resources/Media-Destruction-Guidance/>).

C.4.3 DATA PROTECTION

The Contractor shall comply with protecting the confidentiality of Government information/data

generated during the performance of the task order. Disclosure or sharing of Government information/data, in whole or in part, by the contractor can only be made after the contractor receives prior written approval from the COR. If the Contractor is uncertain with regard to the proper handling of information/data under the contract, the contractor shall conference with the COR to determine and obtain an approved course of action. The Contractor shall take such reasonable measures as are necessary to restrict access to Government information while in the contractor's possession and to those employees needing such information to perform the work provided herein, e.g., on a "need to know" basis.

The Government may grant the Contractor access to Government operated applications, internal file server(s), Government collaboration tool(s) leveraging Google Workspace (i.e., Sites, Drive, Docs, Sheets, Slides, Forms. etc.) and/or internal SharePoint portal(s) for storing and collaborating with NOS organizations in the performance of this contract. All information residing in Government operated application(s), file server(s), Government collaboration tool(s) leveraging Google Workspace and SharePoint portal(s) are designated as controlled unclassified information (CUI) and the Contractor shall protect the information at all times.

If the Contractor utilizes GFE to provide contract deliverables, there shall be compliance with DOC and NOAA Supply Chain Risk Management requirements.

To the greatest extent possible, the contractor shall scan all electronic information/data/software passed to/from NOAA with multiple commercial malicious software detection and removal products (e.g. anti-virus software, anti-malware, anti-spyware, etc.) prior to use by either entity. To the greatest extent possible, the contractor shall ensure the electronic information, data and/or software provided to the Government is free of known malicious software.

The Contractor shall comply with the *DOC Personally Identifiable Information (PII), Business Identifiable Information (PII), and Privacy Act Breach Response and Notification Plan*. The Contractor shall contact the government assigned ISSO immediately upon detection and/or notification of a breach of PII and/or BII. The Contractor shall upon request assist the Government when a compromise and/or loss of PII and/or BII. Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the Privacy Act, OMB M06-16 (PII) and other pertinent laws and regulations governing the confidentiality of privileged information and Safeguarding Controlled Unclassified Information (CUI) or Sensitive But Unclassified (SBU) or For Official Use Only (FOUO) designated Information. The Contracting Officer may add the following privacy related contract clauses FAR 52.224-1 and FAR 52.224-2 to this contract and applies to both electronic and hardcopy information/data.

The Contractor shall work with the COR prior to sending the deliverables to determine if the information to be transferred requires enhanced protection(s). The Contractor shall protect Government sensitive information and/or non-public information from unauthorized disclosure and/or modification. The Contractor shall work with the Government assigned ISSO to determine the applicable sensitive security requirements. If secure transfer is required, the Contractor shall ensure no sensitive information is sent without encryption. The Contractor shall implement transmission and storage of sensitive information to meet or exceed the National Institute of Standards and Technology (NIST) Federal Information Processing FIPS 140-2 and/or 140-3 *Security Requirements for Cryptographic Modules using* validated cryptographic module(s). Specifically, the body of the email shall not contain sensitive information unless it is encrypted. The Contractor is permitted to use the DOC approved secure file transfer

solution, Kiteworks, for transmitting sensitive email messages and attached files. The Contractor shall encrypt any sensitive information that will be sent electronically (e.g., email), sensitive information includes but not limited to:

- a) Personally identifiable information (PII), sensitive PII and/or Business-identifiable information (BII),
- b) Non-public information and/or data,
- c) Information that requires Government approval prior to release to the public,
- d) All information describing the implementation, configuration, settings, etc. (e.g., Information Technology (IT) configuration, IT management, IT security (e.g., security incidents (reporting, handling and mitigation) and security assessment documentation), IT administration, IT architecture, IT network management (e.g., firewall, router, switch management) and/or information obtained while performing privileged access roles),
- e) Source code and/or database schema,
- f) The vulnerability scanning, secure baselines scanning and/or mitigation results,
- g) The secure baseline deviations,
- h) Internet Protocol, subnet mask and similar identification,
- i) System or component inventory information (hostname, IP address, MAC address, location, operating system, etc.).

The Contractor shall not destroy any information unless specifically authorized by the Contracting Officer Representative/Task Manager. The Contractor upon request of the COR/TM shall use one of the approved methods for secure destruction of unclassified but sensitive information. Approved methods include NIST Special Publications 800-88 *Guidelines for Media Sanitization* (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>) or the National Security Agency in the *Media Destruction Guidance* (<https://www.nsa.gov/resources/everyone/media-destruction/>).

(End of Section C)

Section D - Packaging and Marking

Standard Language SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

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

Section E - Inspection and Acceptance

Standard Language SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement. (MAY 2001)

FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

FAR 52.246-16 Responsibility for Supplies. (APR 1984)

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)

Section F - Deliveries or Performance

Standard Language SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates 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/>

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

(a) The five-year base ordering period of this contract is from April 02, 2024 through April 01, 2029. 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	April 02, 2029	April 01, 2034

(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
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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 task order 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, or as specified in the individual task orders, consisting of activity from the previous month. If the 15th, or task order specified due date, 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)

FAR 52.242-15 Stop-Work Order. (AUG 1989)

FAR 52.242-17 Government Delay of Work. (APR 1984)

FAR 52.247-34 F.o.b. Destination. (JAN 1991)

FAR 52.247-35 F.o.b. Destination, Within Consignee's Premises. (APR 1984)

Section G - Contract Administration Data

Standard Language SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES

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

G.2.1 GOVERNMENT PERSONNEL

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

The Contracting Officer (CO) – ProTech Oceans Contract Level

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

The ProTech Oceans CO for this contract is:

Name: Margaret Williams

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910

Email: margaret.williams@noaa.gov

Telephone: (757) 441-3182

(End of Clause)

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

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

The COR, 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 Oceans is:

Name: Kathryn Pridgen

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910

Email: kathryn.pridgen@noaa.gov
Telephone: (301) 713-2702

(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;
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. Prepare the ProTech Streamlined Acquisition Plan;
7. Review IGCE and evaluation criteria;
8. Develop proposal 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 Oceans contract holders will be provided a fair opportunity to be considered on task orders, in accordance with FAR 16.505(b)(1), unless exempted in accordance with applicable terms of the 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 evaluate the management, quality, and schedule of the following:

- Required Monthly Reports
- Sexual Assault and Sexual Harassment Prevention Training Certification
- Responses (either positive or negative) to Domain Requests for Information
- Participation in ProTech Domain Events
- Communication and Collaboration with the ProTech PMO - Fisheries Domain

(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 ordering period 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”; and
- Termination as defined in FAR Part 49 and FAR Part 12 (for Commercial Services).

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

G.9 PHASE-OUT CONTRACTS

Upon expiration of a ProTech Oceans 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 Oceans Contractor. The orderly transfer of work from the incumbent to the successor shall be addressed during the phase-out period. The incumbent ProTech Oceans Contractor bears the ultimate responsibility for performance under its respective contract and of all required task order services during the phase-out period.

G.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 Oceans website will be available to the general public.

(End of Section G)

CAR 1352.201-70 Contracting Officer's Authority. (MAR 2010)

The Contracting Officer (CO) – ProTech Oceans Contract Level

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

The ProTech Oceans CO for this contract is:

Name: Margaret Williams

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910

Email: margaret.williams@noaa.gov
Telephone: (757) 441-3182

(End of clause)

Section H - Special Contract Requirements

Standard Language SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

This contract incorporates 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:<http://farsite.hill.af.mil/vmcara.htm><https://www.acquisition.gov/><https://www.acquisition.gov/>
[v/](#)

H.2 AUTHORIZED USERS

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

H.3 PROTECH IDIQ MANAGER

The Contractor's corporate management structure shall guarantee high-level program management of the ProTech Program, including an IDIQ Manager to represent the company in all ProTech program-related matters.

The IDIQ Manager duties include:

1. Responsible for ensuring that all reporting information required under ProTech is provided accurately, thoroughly and timely;
2. Responsible for all performance issues related to ProTech and task orders awarded under ProTech;
3. Advising and assisting current and potential ProTech customers regarding the technical scope of ProTech and the overall attributes of the ProTech Program; and
4. Attending the ProTech post-award conference and other ProTech meetings as scheduled.

H.4 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.5 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

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

For task orders, the Contractor shall also obtain the written consent of the 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.6 CONTRACTOR EMPLOYEES' IDENTIFICATION

During the period of ProTech Oceans, the rights of ingress and egress to and from any Government office for Contractor's personnel shall be made available, as deemed necessary by the Government. All

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

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

Contractor notification requirements for FAR 52.232-20(b) Limitation of Cost and FAR 52.232-22(c) Limitation of Funds for cost-reimbursement task orders, and FAR 52.232-7(d) Payments Under Time-and-Materials and Labor-Hour Contracts for T&M and labor-hour task orders, shall be accomplished only by separate correspondence directed to the 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.8 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

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

- | | |
|---|-----------------------|
| (1) New Year's Day | (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) Juneteenth | (11) Christmas Day |
| (6) Independence Day | |

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

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

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

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

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

reduced or increased.

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

(e) 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.

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

H.9 ON-LINE PROPOSAL AND ORDERING CAPABILITY

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

H.10 POST AWARD CONFERENCE

The Contractor shall participate in a post award conference to be held within 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.11 CENTRALIZED EMAIL ACCOUNT

The Contractor must establish, monitor and maintain a ProTech Oceans electronic mailbox for receipt of communications relating to the ProTech Oceans 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.Oceans@", e.g. ProTech.Oceans@xyzcorp.com. The only characters prior to the "@" must be "ProTech Oceans".

The Contractor must provide the email address to ProTech.Oceans@noaa.gov, with a courtesy copy to margaret.williams@noaa.gov within 15 days after the receipt of award.

H.12 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.13 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.14 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.15 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.16 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
360 Pointe Center Court, Suite 200
Dumfries, VA 220026

- b. Veterans Management Services, Inc.
14 Pidgeon Hill Drive, Suite 500
Sterling, VA 20165

CAR 1352.209-72 Restrictions against disclosure. (APR 2010)

CAR 1352.209-73 Compliance with the laws. (APR 2010)

CAR 1352.209-74 Organizational conflict of interest. (APR 2010)

CAR 1352.216-74 Task orders. (APR 2010)

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 \$100,000 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 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)

CAR 1352.228-71 Deductibles under required insurance coverage-cost reimbursement. (APR 2010)

CAR 1352.228-72 Deductibles under required insurance coverage-fixed price. (APR 2010)

CAR 1352.228-76 Approval of group insurance plans. (APR 2010)

CAR 1352.231-71 Duplication of effort. (APR 2010)

CAR 1352.237-70 Security processing requirements-high or moderate risk contracts. (APR 2010)

CAR 1352.237-71 Security processing requirements-low risk contracts (APR 2010)

CAR 1352.237-72 Security processing requirements-national security contracts. (APR 2010)

CAR 1352.237-73 Foreign national visitor and guest access to departmental resources. (APR 2010)

(a) The contractor shall comply with the provisions of Department Administrative Order 207-12, Foreign National Visitor and Guest Access Program; Bureau of Industry and Security Export Administrative Regulations Part 734, and [insert operating unit counsel specific procedures]. The

contractor shall provide the Government with notice of foreign nationals requiring access to any Department of Commerce facility or through a Department of Commerce IT system.

(b) The contractor shall identify each foreign national who requires access to any Departmental resources, and shall provide all requested information in writing to the Contracting Officer's Representative.

(c) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

CAR 1352.239-72 Security requirements for information technology resources. (APR 2010)

(a) *Applicability.* This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

(b) *Definitions.* For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100-235), including the following definition of the term:

(1) Sensitive information is " * * * any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter [insert agency or operating unit counsel specific guidance, if applicable].

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the *DOC IT Security Program Policy*. Specifically, the contractor shall:

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy* and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the

DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with DOC *IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC *IT Security Program Policy*, Section 6.3.1.1.

(j) The contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

NOAA Acquisition Manual 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-2, 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 solicitation and contract language)

NOAA Acquisition Manual 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 solicitation and contract language)

NOAA Acquisition Manual 1330-52.208-70 SUBCONTRACTING WITH ABILITYONE NONPROFIT ORGANIZATIONS (DECEMBER 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 solicitation and contract language)

NOAA Acquisition Manual 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 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.

4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.

5. 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).

6. 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 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: <https://www.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 solicitation and contract language)

NOAA Acquisition Manual 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 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: [].

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 solicitation and contract language)

NOAA Acquisition Manual 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 judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment 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 solicitation and contract language)

NOAA Acquisition Manual 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 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 off- site if possible or reassigning personnel to other activities if appropriate.

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

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

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

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

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

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

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

contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

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

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

(End of solicitation and contract language)

Section I - Contract Clauses

FAR 52.202-1 Definitions. (JUN 2020)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (MAY 2014)

FAR 52.203-7 Anti-Kickback Procedures. (JUN 2020)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)

FAR 52.203-14 Display of Hotline Poster(s). (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

[Contracting Officer shall insert-(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and (ii) The website(s) or other contact information for obtaining the poster(s).]

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

FAR 52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)

FAR 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

FAR 52.204-2 Security Requirements. (MAR 2021)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)

FAR 52.204-13 System for Award Management Maintenance. (OCT 2018)

FAR 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (DEC 2023)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023)

FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services. (MAY 2014)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)

FAR 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

FAR 52.210-1 Market Research. (NOV 2021)

FAR 52.211-5 Material Requirements. (AUG 2000)

FAR 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2023)

(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 postacceptance 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; 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; and (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)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEC 2023)

(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 products and commercial services:

(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 Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services: *[Contracting Officer check as appropriate.]*

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

[] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

[] (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[] (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

[] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

[] (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

[] (ii) Alternate I (DEC 2023) of 52.204-30.

[] (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

[] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (14) [Reserved]

[] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (17) [Reserved]

[] (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[] (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 (JUN 2020) of 52.219-9.
- [] (v) Alternate IV (SEP 2023) of 52.219-9.
- [] (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
 - [] (ii) Alternate I (MAR 2020) of 52.219-13.
- [] (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- [] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- [] (26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
 - [] (ii) Alternate I (MAR 2020) of 52.219-28.
- [] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- [] (28) 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) (15 U.S.C. 637(m)).
- [] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- [] (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- [] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
- [] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [] (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
 - [] (ii) Alternate I (FEB 1999) of 52.222-26.
- [] (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - [] (ii) Alternate I (July 2014) of 52.222-35.
- [] (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (July 2014) of 52.222-36.

[] (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-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.)

[] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (44)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (45)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[] (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[] (47)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[] (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[] (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (50) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (51)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (52)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

[] (ii) Alternate I (OCT 2022) of 52.225-1.

[] (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

[] (iii) Alternate II (DEC 2022) of 52.225-3.

[] (iv) Alternate III (NOV 2023) of 52.225-3.

[] (v) Alternate IV (OCT 2022) of 52.225-3.

[] (54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[] (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (56) 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. Subtitle A, Part V, Subpart G Note).

[] (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (63) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) 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 products and commercial services: *[Contracting Officer check as appropriate.]*

[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 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).

[] (4) 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).

[] (5) 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).

[] (6) 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).

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi) [] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 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).

(xviii) 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).

- (xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xxiii) 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. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.215-2 Audit and Records - Negotiation. (JUN 2020)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data. (JUN 2020)

FAR 52.215-14 Integrity of Unit Prices. (NOV 2021)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021)

FAR 52.215-23 Limitations on Pass-Through Charges. (JUN 2020)

FAR 52.216-7 Allowable Cost and Payment. (AUG 2018)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value

and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract;
and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final

payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.216-11 Cost Contract - No Fee. (APR 1984)

FAR 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 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)

FAR 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 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 50,000,000.00;

(2) Any order for a combination of items in excess of 50,000,000.00; or

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

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

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

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

(End of clause)

FAR 52.217-8 Option To Extend Services. (NOV 1999)

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

(End of clause)

FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 day of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90days 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)

FAR 52.219-3 Notice of HUBZone Set-Aside or Sole Source Award. (OCT 2022)

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (OCT 2022)

(a) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[] Offeror elects to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

FAR 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020)

FAR 52.219-8 Utilization of Small Business Concerns. (SEP 2023)

FAR 52.219-13 Notice of Set-Aside of Orders. (MAR 2020)

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

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

(End of clause)

FAR 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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (SEP 2021)

FAR 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. (OCT 2022)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (SEP 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number [].

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: [] .]*

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: [] .]*

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: [].]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

FAR 52.219-29 Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns. (OCT 2022)

FAR 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)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [Insert either 'zero' or the dollar amount agreed to during negotiations.] or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-19 Child Labor - Cooperation with Authorities and Remedies. (NOV 2023)

FAR 52.222-21 Prohibition of segregated facilities. (APR 2015)

FAR 52.222-26 Equal Opportunity. (SEP 2016)

FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)

FAR 52.222-37 Employment Reports on Veterans. (JUN 2020)

FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (NOV 2021)

FAR 52.222-54 Employment Eligibility Verification. (MAY 2022)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-10 Waste Reduction Program. (MAY 2011)

FAR 52.223-15 Energy Efficiency in Energy-Consuming Products. (MAY 2020)

FAR 52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)

FAR 52.223-19 Compliance with Environmental Management Systems. (MAY 2011)

FAR 52.224-1 Privacy Act Notification. (APR 1984)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)

FAR 52.227-1 Authorization and Consent. (JUN 2020)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)

FAR 52.227-3 Patent Indemnity. (APR 1984)

FAR 52.227-14 Rights in Data-General. (MAY 2014)

FAR 52.227-17 Rights in Data--Special Works. (DEC 2007)

FAR 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

FAR 52.229-3 Federal, State, and Local Taxes. (FEB 2013)

FAR 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and

subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[]Yes[]No

(End of provision)

FAR 52.230-2 Cost Accounting Standards. (JUN 2020)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (JUN 2020)

FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

FAR 52.232-1 Payments. (APR 1984)

FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts. (NOV 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) 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-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly 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 employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) 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. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. 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.

(b) Materials. (1) For the purposes of 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) 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.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (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-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

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

(ii) Ordinarily 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.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) 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 performing 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 performing 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.

(e) 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.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, 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 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and 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:

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

(2) 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.

(3) 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.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, 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.

(End of Clause)

FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)

FAR 52.232-11 Extras. (APR 1984)

FAR 52.232-16 Progress Payments. (NOV 2021)

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

(a) *Computation of amounts.* (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for -

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.* (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property*, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, *e.g.*, the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.* (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.* (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

FAR 52.232-17 Interest. (MAY 2014)

FAR 52.232-18 Availability of Funds. (APR 1984)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond []. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.232-20 Limitation of Cost. (APR 1984)

FAR 52.232-22 Limitation of Funds. (APR 1984)

FAR 52.232-23 Assignment of Claims. (MAY 2014)

FAR 52.232-25 Prompt Payment. (JAN 2017)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.233-1 Disputes. (MAY 2014)

FAR 52.233-3 Protest After Award. (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

FAR 52.237-3 Continuity of Services. (JAN 1991)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

FAR 52.242-3 Penalties for Unallowable Costs. (DEC 2022)

FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

FAR 52.242-5 Payments to Small Business Subcontractors. (JAN 2017)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987)

FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

FAR 52.244-2 Subcontracts. (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

FAR 52.244-5 Competition in Subcontracting. (DEC 1996)

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEC 2023)

FAR 52.245-1 Government Property. (SEP 2021)

FAR 52.245-9 Use and Charges. (APR 2012)

FAR 52.246-23 Limitation of Liability. (FEB 1997)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.248-1 Value Engineering. (JUN 2020)

FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.251-1 Government Supply Sources. (APR 2012)

FAR 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)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	J-1 LABOR CATEGORY DESCRIPTIONS	02/20/2024
2	J-2 SAMPLE MONTHLY CONTRACT PROGRESS REPORT	02/20/2024
3	J-3 CEILING HOURLY RATE TABLE BY LABOR CATEGORY	02/20/2024
4	J-4 PROFESSIONAL EMPLOYEE COMPENSATION PLAN	02/20/2024