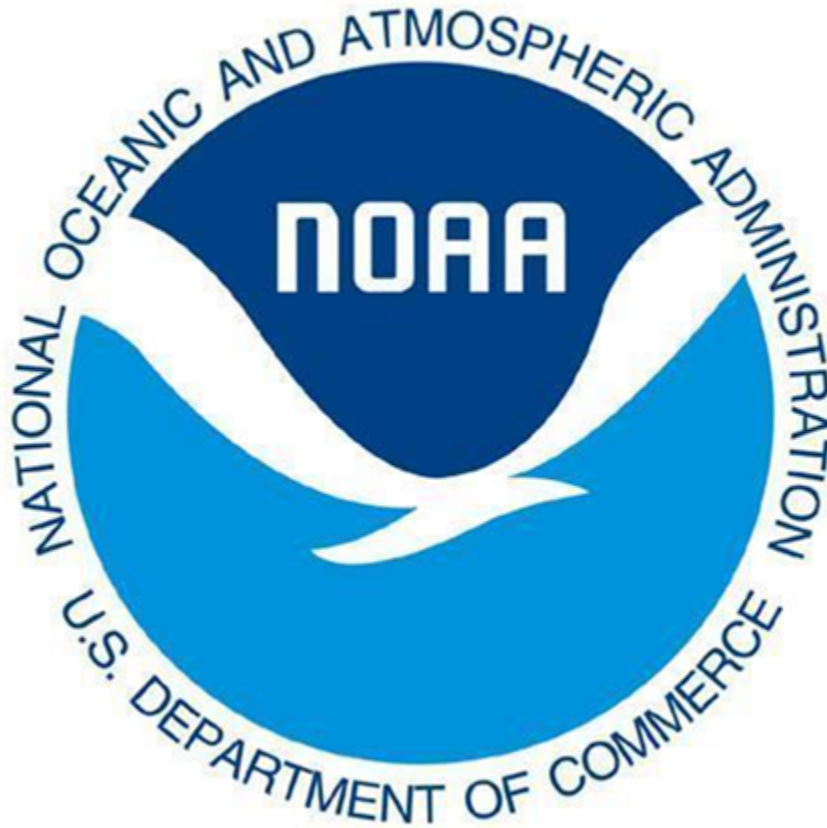


U.S. Department of Commerce



Professional, Scientific, and Technical Services (ProTech)

Weather Domain

Request for Proposal

RFP#: 1305M424R0036

Date: May 17, 2024

**National Oceanic and Atmospheric Administration
Acquisition and Grants Office
Corporate Services Acquisition Division**

SECTION A: SOLICITATION/CONTRACT FORM

(See attached SF-33*)

(*Not included in Draft RFP)

DRAFT

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

SCHEDULE					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This Contract Line Item Number (CLIN) is for Commercial - Fixed Price type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
0002	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Commercial - Time-and-materials (T&M) type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
0003	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Commercial - Labor-Hour (LH) type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00

0004	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial Fixed-Price type orders.</p> <p>Ordering Period: date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
0005	<p>Base Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial Cost-Reimbursement type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
0006	<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: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
0007	<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 LH type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00

1001	<p>Option 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: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
1002	<p>Option 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: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
1003	<p>Option 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: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
1004	<p>Option 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: date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00

1005	<p>Option 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: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
1006	<p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial T&M type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00
1007	<p>Option Period: Professional, Scientific, and Technical Services Solution in accordance with the Performance Work Statement contained in Section C.</p> <p>This CLIN is for Non-Commercial LH type orders.</p> <p>Ordering Period: [date to be entered at award] through [date to be entered at award].</p>	1	LOT	0.00	0.00

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 Weather Domain (hereafter “ProTech Weather”) under NAICS code 541330 (Engineering Services) - Exception 3 (Marine Engineering and Naval Architecture).

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

B.2 BASE AND OPTION PERIODS

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

B.4 TASK ORDER PRICING

ProTech Weather provides the flexibility to determine fair and reasonable pricing tailored to the task order requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Task Order Contracting Officer (TOCO) has the authority and responsibility to determine cost or price reasonableness for task order requirements, normally not to exceed the contracted ceiling rates. Exceptions where the TOCO has the flexibility to exceed contracted ceiling rates include the following: special security clearances (see <https://www.state.gov/security-clearances>), sea days (a period of 24 mean solar hours beginning at local mean noon), hazard pay (see <https://www.dol.gov/general/topic/wages/hazardpay>), and/or other extraordinary circumstances, as determined by the TOCO. In addition, the TOCO has the flexibility to exceed contracted ceiling rates when awarding cost reimbursement task orders.

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

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

Some task orders may require services that do not correspond to the labor categories included in ProTech Weather. 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 them not being included in ProTech Weather as awarded. Price reasonableness for newly established labor categories must be established by the TOCO as part of their evaluation.

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

B.4.1 Fixed-Price Orders

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

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

Time-and-Material (T&M) and Labor Hour (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 Weather 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 Weather, 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

PROTECH 2.0 - WEATHER DOMAIN

DRAFT PERFORMANCE WORK STATEMENT (PWS)

C.1 GENERAL

The National Oceanic and Atmospheric Administration (NOAA) is an agency that enriches life through science, service, and stewardship. NOAA's reach goes from the surface of the sun to the depths of the ocean floor, performing work to keep citizens informed of the changing environment around them, and 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, scientific, and technical services
- Develop an industrial base of partners
- Develop and maintain performance-based contracts
- Contribute to the NOAA mission

Services not covered by the ProTech-Weather Domain scope of work include the following:

- Inherently Governmental functions – see the prohibition at [FAR subpart 7.503\(a\)](#);
- Personal services as defined in [FAR subpart 37.104\(a\)](#);
- Architect and Engineering (A&E) Services subject to the [Brooks Act](#) and [FAR Subpart 36.6](#) acquisition procedures;
- 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 separated from the non-IT requirements or (2) when the IT is incidental to contract performance.
 - 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 the 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 requirements for sharing and efficiency at the federal, agency, bureau, and line office levels.

- 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 WEATHER DOMAIN SCOPE

The National Weather Service (NWS) mission is to provide weather, water, and climate data, forecasts, warnings, and impact-based decision support services (IDSS) to protect life and property and enhance the national economy. The mission and objectives of this Domain are related to supporting, updating, and planning meteorological, hydrological, and communications capabilities in support of the NWS mission and strategic plan (<http://www.nws.noaa.gov/sp/>), which is to build a Weather-Ready Nation. Toward achieving the vision of a Weather-Ready Nation, the agency has developed concepts and plans to address the need for NWS services to evolve. With today's increasingly complex environmental, societal, technological, and economic challenges, NWS must become more agile, open, and flexible to meet society's changing needs. Our information services must advance from transmitting data in discrete messages to helping core partners understand the spectrum of information we provide so they can make good decisions. This growing demand for IDSS and information usable by emerging and collaborative service sectors requires an innovative service approach that facilitates flexibility and agility across a wide spectrum of users. It also requires NWS to leverage improvements in science and technology more effectively and efficiently.

The services provided under the ProTech Weather Domain primarily support NWS, as well as all other NOAA Line and Staff Offices. This includes, among others, science-based organizations, such as the NWS National Centers for Environmental Prediction (NCEP), Meteorological Development Laboratory (MDL), Office of Water Prediction (OWP) and regional centers, OAR laboratories such as the Earth System Research Laboratory (ESRL), OAR program offices such as the Climate Program Office (CPO) and Weather Program Office (WPO). This furthermore includes programs such as the Hurricane Forecasting Improvement Project (HFIP), Advanced Weather Interactive Processing System (AWIPS), the Observations Portfolio (e.g., Automated Surface Observing Systems (ASOS), Next Generation Weather Radar (NEXRAD), Radar Next), and the Joint Technology Transfer Initiative (JTTI).

NWS data and products form a national information database and infrastructure that other governmental agencies, the private sector, the public, and the global community can use. NWS manages the execution of development programs, provides science and scientific research enabling technology options, prepares solutions, and develops plans to meet service requirements. NWS makes observations and measurements of atmospheric phenomena as required for climatological, hydrologic, meteorological, and oceanographic services. NWS develops and distributes forecasts of weather conditions and warnings of severe storms and other adverse weather conditions. It collects and disseminates weather, water, and climatic

information; forecasts river stages and how water resources respond to weather conditions; provides warnings of impending floods; furnishes regular forecasts of seasonal water supply; conducts hydrometeorological studies to inform the planning and engineering design of infrastructure; and participates with other Federal agencies in investigations for overall planning and development for water resources. NWS makes observations and measurements of ocean conditions required by marine interests and develops and distributes forecasts and warnings of waves, tsunamis, sea ice, and other ocean conditions. It develops, disseminates, and improves procedures and techniques for the national meteorological, climatological, hydrologic, and oceanographic service systems measurements and forecasts.

The services provided under ProTech Weather will be conducted in locations worldwide. Area of focus include:

- NWS headquarters located in Silver Spring, MD
- Regional headquarters located in Kansas City, MO; Bohemia, NY; Fort Worth, TX; Salt Lake City, UT; Anchorage, AK; and Honolulu, HI
- Field sites such as Boulder, CO; Miami, FL; College Park, MD; Norman, OK; Tuscaloosa, AL; Suitland, MD; and Stennis, MS

Additional information on the NWS is available at <http://www.weather.gov/>. The Contractor shall furnish personnel, materials, equipment, facilities, travel, and other services to satisfy task order requirements. The suite of resulting contracts for this Domain is intended to satisfy the need for professional, scientific, and technical services to support the full range of related requirements for weather, water, and climate activities, including developing, collecting, and analyzing decision-support data, executing operations and maintenance functions for non-IT mission-critical systems (e.g., sensors on buoys), and corporate administration and financial management. These services assist NWS decision-makers in adjusting and directing assets to meet their mission-oriented performance goals while minimizing the cost to the American people and focusing on policy, strategic change, long-range planning, and other mission-oriented activities. Other NOAA offices may also use this Domain if their requirements are covered herein. The scope of services under this Domain is described in sections C.3.1, C.3.2, and C.3.3. Bulleted lists are illustrative examples of elements, and lettered lists are separate elements.

C.3.1 Scientific Services

Successful fulfillment of the NWS mission requires NWS to partner with industry for a wide breadth of physical and social science capabilities. Such science capability spans a wide spectrum from early conceptualization, research, and modeling through development, integration, testing, and validation to processing, analysis and interpretation, prediction, sustainment, and informed strategic outreach. Representative subjects of the science services include weather observation sensors and systems, environmental phenomena, weather, water, snow, ice and climate prediction, and decision support systems. The following elements identify the specific physical and social science services required by NWS and the programs, projects, or systems to which they are applied.

C.3.1.1 Modeling Services - Services under this element include:

- A. **Pre-processing** - Develop, operate, and maintain pre-processing activities needed for physical environmental modeling. These activities include but are not limited to:
 - Observations data ingest;
 - Observations data storage and access;
 - Quality control of observations.
- B. **Post-Processing** - Develop, operate, and maintain post-processing (e.g., statistical, artificial intelligence) of numerical environmental predictions (i.e., weather, ocean, ice, waves, land, aerosols, etc.), including services such as:
 - Developing, generating, and disseminating objective guidance products for a wide variety of environmental elements based on model outputs;
 - Downscaling of existing products and providing products for assessments (in contrast to traditional forecast products).
- C. **External Data** - Ingest of externally produced data (e.g., ensemble data generated by partners and to be used in Multi-Model Ensembles (MMEs)).
- D. **Environmental Component Numerical Prediction Modeling Services** - The contractor shall provide services across the lifecycle (development, implementation, execution, or maintenance) for natural environmental components such as:
 - Atmosphere;
 - Ocean (including coastal processes);
 - Ocean surface waves (including wind waves, tides, and tsunamis);
 - Cryosphere;
 - Atmospheric composition and air quality (ozone, carbon dioxide, aerosols, trace gasses, etc., addressing both incident response and situational and systematic assessments);
 - Hydrology, hydraulics and water resources;
 - Space weather;
 - Ecosystems (such as marine)
- E. **Algorithms** - The contractor shall develop and maintain algorithms as a function of sustaining current NWS observations capabilities, or bringing new capabilities from research to operations/operations to research (R2O/O2R).

C.3.1.2 Advanced Modeling Services - Services under this element include:

- A. Exploration and development of emerging capabilities (including Artificial Intelligence (AI), machine learning (ML), or robotic process automation (RPA)) related to the modeling components of 3.1.1, or to emulate a fully coupled Earth system model.
- B. Exploration and development of modeling capabilities on advanced computing architectures including cloud or exascale platforms

C.3.1.3 Observation systems - Services under this element include:

- A. The contractor shall develop and conduct tests and evaluations of atmospheric and aquatic observation sensors or systems and analyze the performance and measurements using national and international standards. Measurement testing includes Accuracy, Precision / Repeatability, Comparison, and Reliability.
- B. The contractor shall support test and integration of observations into operational

systems and processes.

C. The contractor shall support the portfolio management of NWS, NOAA, and other observing systems by providing services such as:

- Impact assessments;
- Cost/benefit analyses;
- Managing risks and opportunities.

C.3.1.4 **Data Assimilation (DA) Services** - Provide lifecycle services for state-of-the-art data assimilation techniques (including AI, ML, or RPA) to initialize environmental models.

C.3.1.5 **Unified Forecast System (UFS) Services**¹ - Services under the following elements support the continued improvement of the Unified Forecast System.

- A. **Integration Services** - Incorporate the present suite of operational forecast systems to a unified approach across scales that consist of an ensemble-based, coupled, physical modeling system covering component models such as those outlined in element C.3.1.1.
- B. **Augmentation Services** - Augment the UFS with other methods as appropriate (e.g., statistical methods for outlooks at longer time scales).
- C. **Development Services** - Develop appropriate ensemble techniques at all space and time scales as outlined in C.3.1.4.A and B to address and improve forecast accuracy and assess forecast uncertainty.

C.3.1.6 **Scientific Techniques for High-Impact Events** - Provide lifecycle services for the scientific analysis (including post-processing and visualization) of the high-impact events shown below. Time scales may range from nowcasting² to climate time scales. Spatial scales may range from regional to global.

- A. **Severe Weather** (e.g., tornadoes, tropical cyclones, thunderstorms, fire weather, extreme precipitation, winter weather)
- B. **Floods, Droughts and Water Supply**
- C. **Coastal Processes** (e.g., salt and freshwater inundation, waves, rip currents)
- D. **Health-impacting Water and Air Quality Events** (e.g., toxic algae blooms, smoke from wildfires)

C.3.1.7 **Research** - The contractor shall perform research in the fields of:

- A. Fundamental model and DA development;
- B. Predictability studies;
- C. Process studies;
- D. Observation Systems Experiments (OSE) or Observation Systems Simulation Experiments (OSSE);

¹ <https://www.weather.gov/news/210403-ufs>

² Nowcasting is weather forecasting on a very short term mesoscale period of up to 2 hours, according to the World Meteorological Organization, and up to six hours, according to other authors in the field. This forecast is an extrapolation in time of known weather parameters, including those obtained by means of remote sensing, using techniques that take into account a possible evolution of the air mass. This type of forecast therefore includes details that cannot be solved by numerical weather prediction (NWP) models running over longer forecast periods.

- E. Field studies;
- F. Social science impact;
- G. Infrastructure.

C.3.1.8 **Impact-Based Decision Support Services (IDSS)**³

- A. IDSS Management System (IMS) - IMS leverages IDSS products and capabilities in one place. Support services required for IMS include:
 - Leveraging existing weather products;
 - Identifying core and other partners;
 - Enhancing the existing database;
 - Understanding the thresholds used by partners (metrics);
 - System maintenance and improvement;
 - Incorporate social science and societal impacts.
- B. Outreach -
 - The contractor shall collaborate closely with Internal and External partners (e.g., Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Federal Aviation Administration (FAA) Services, as well as State and local partners), to perform the following types of services:
 - Share Products;
 - Maintain regular meetings with core partners;
 - Provide Training webinars.

C.3.1.9 **Analysis Products** - Research, develop, maintain, or prepare operational analysis products that provide the most accurate description of the physical environment possible in support of nowcasting, forecasting or verification of model outputs and products. Preparation of operational analysis products includes the collection, evaluation, and interpretation of meteorological and oceanographic data.

C.3.1.10 **Verification and Validation** - Develop, operate, and maintain Verification and Validation tools to:

- A. Objectively assess the quality and performance of existing and new forecast tools and products or weather observation systems.
- B. Monitor the real-time quality of weather and climate forecast systems.
- C. Develop and support requirements and process-based metrics to support decision-making.

C.3.1.11 **Outreach** - The contractor shall develop and maintain collaborative operational research and public-private (including international) partnerships in areas such as:

- Observation systems
- Operations to Research (O2R) and Research to Operations (R2O)
- Codes and standards management
- Documentation

³ <https://www.weather.gov/about/idss>

- Outreach/community building and data access.

C.3.2 Professional Services (Program and Project Management, Consulting, and Training)

This section details the Professional Services required for this contract. Although Professional Services are differentiated from the Scientific and Engineering Services of Section C.3.1 and C.3.3, NOAA expects that the conduct of the Professional Services will be fully informed by appropriate science or engineering subject matter expertise. Fully Informed Professional Services are Professional services whose quality of products and services strongly depend upon the Contractor's relevant scientific and technical competency. Some professional services of this type cannot be feasibly separated from the scientific and technical requirements. An example would be the project management service of producing a proposed project plan, work breakdown structure, and cost estimate for an NWS in-house scientific or technical research or development project. In this case, the quality of the deliverables would be strongly affected by the Contractor's scientific or engineering knowledge of the particular research or development domain.

C.3.2.1 Project Management - The Contractor shall provide the capability to keep projects within budget, schedule, and scope. Services under this element may include:

- Schedule management;
- Budget management;
- Performance and risk management; and
- Development of project level documents/artifacts (e.g., project charter, work breakdown structure, etc.)

C.3.2.2 Program Management - Services under the following elements support program management services.

- A. **Strategic Overview** - The contractor shall provide program management office (PMO) functions toward the development of strategic overview and reporting on all programs to senior management and stakeholders;
- B. **Program Auditing** - The contractor shall conduct and report program auditing and health checks on projects and programs;
- C. **Administrative Support** - The contractor shall provide administrative support services, including:
 - Researching, maintaining, and preparing materials (i.e., briefing packages, brochures, handouts, and other information materials in various mediums);
 - Provide support for councils, committees, boards, working groups, teams, and meetings;
 - Duties associated with maintaining normal program operations.

C.3.2.3 Strategic Planning – The contract shall provide strategic planning services such as:

- A. **Strategic Plans/Roadmaps** - Assist with drafting, updating, and maintaining multi-year strategic plans/roadmaps that enable achievement of strategic objectives.
- B. **Performance Measurement** - Review organizational strategies and develop corporate, portfolio, and office level performance measures.

- C. **Change Management** - Provide Change Management expertise to support the necessary change initiatives to achieve the strategic goals and objectives.

C.3.2.4 **Business Re-Engineering Services** - Services under the following elements support various consulting and business-related services.

- A. **Consulting** - Provide consulting services using subject matter expertise supporting various projects or programs.
- B. **Workflows** - Develop business process workflows and standard operating procedures documenting current (as-is) processes. Assess and make recommendations for streamlining to-be business processes. Support the implementation and change management actions needed for execution.
- C. **Automation** - Support automating business operations using industry standards and state-of-the-art tools. Services may include design, development, training, and maintenance support.
- D. **Reporting** - Provide support to assess and optimize reporting activities and data visualizations to streamline business operations.

C.3.2.5 **Budget and Financial Management** - The contractor shall provide budget and financial management services such as:

- Assistance for the formulation and management of multi-year budgets;
- Development of budget strategies;
- Collection and analysis of financial data;
- Cost collection and estimating;
- Development, tracking, and analysis of detailed spending plans;
- Cost tracking and budget execution;
- Assistance with reporting systems/databases that can produce tracking and variance reports.

C.3.2.6 **Quality Assurance⁴/Quality Management⁵** - The contractor shall plan, develop, implement, monitor, or maintain quality assurance programs or quality management systems⁶.

⁴ Quality Assurance is the maintenance of a desired level of quality in a service or product, especially by means of attention to every stage of the process of delivery or production.

⁵ Quality Management ensures that an organization, product or service consistently functions well. It has four main components: quality planning, quality assurance, quality control and quality improvement. Quality management is focused not only on product and service quality, but also on the means to achieve it.

⁶ A quality management system (QMS) is defined as a formalized system that documents processes, procedures, and responsibilities for achieving quality policies and objectives. A QMS helps coordinate and direct an organization's activities to meet customer and regulatory requirements and improve its effectiveness and efficiency on a continuous basis. ISO 9001:2015, the international standard specifying requirements for quality management systems, is the most prominent approach to quality management systems. While some use the term "QMS" to describe the ISO 9001 standard or the group of documents detailing the QMS, it actually refers to the entirety of the system. The documents only serve to describe the system.

C.3.2.7 Policy and Governance - The contractor shall develop, implement, analyze, coordinate, assess, report, or execute policies to meet federal and organizational goals and requirements. Examples include:

- Drafting congressional reports and responses for review/approval.
- Developing briefing materials on weather policies for agency representatives, leadership, and the broader community.
- Supporting the planning and execution of partnership activities and meetings.
- Developing and implementing governance structures and associated processes.

C.3.2.8 Human Capital/Workforce Management - The Contractor shall provide the capability to maintain a productive and cost-effective workforce, including services such as:

- Organizational design and staffing studies;
- Cost analyses for current and future mission needs;
- Position management and staff orientation activities;
- Employee experience and culture support.

C.3.2.9 Training - The contractor shall develop, execute, or maintain the following types of training services:

- A. Systems Training** - Training and seminars on updated operational weather, climate systems, and architecture changes.
- B. Business Services Training** - Operational business training topics include project management, earned value for performance management, and measurement.
- C. Scientific Training** - Collaborate with internal, domestic, and international partners to develop training in operational weather and climate forecasting, including educating users of climate information, application of operational numerical prediction guidance, mesoscale meteorology, and global climate regimes and processes.
- D. Project and Program Management Training** - Providing training to project and program management teams;
- E. Organizational/Professional Development** - Provide training in subject areas related to career, workforce, or organizational development.

C.3.2.10 Marketing/Outreach Services - Marketing or outreach may include services such as:

- Coordination of public or commercial exhibits, including outreach and engagement mechanisms and materials to educate and improve public understanding and involvement in NOAA's mission and programs; organize meetings, seminars, and workshops;
- Communication of technical information relating to weather and climate systems or NOAA line office operational systems;
- Develop or maintain marketing/promotional content via websites, social media, or other media;
- Providing research, data collection, and analysis for communication, education, and engagement projects. Provide communication capabilities, feedback mechanisms, and assessment of feedback results.

C.3.2.11 Acquisition or Grants Services - Acquisition and grants services directly support program offices with their acquisition or grants-related needs, including tasks such as:

- Planning support (i.e., market research, work statement development);
- Drafting required documents/forms for requirement submissions
- Drafting risk management documentation;
- Development of cost estimates for planning purposes;
- Tracking active requirements.

C.3.3 Engineering Services for Systems and Facilities

Provide engineering services for the NOAA enterprise as supported by line offices such as the NWS and the Office of Oceanic and Atmospheric Research (OAR). This includes services such as overall systems engineering or for its various components, facilities engineering, and engineering for a specific weather and climate system or collection of weather and climate systems, etc. These services are required for all phases of the program, project and system acquisition, development, and maintenance lifecycle for both existing and future mission systems and facilities. Furthermore, engineering services are required for deployment and logistics support to maintain and improve operational management in support of mission-oriented weather and climate systems. Tasks may pertain to structural, electrical, electronic, mechanical, or building components, weather and climate systems or scientific equipment.

C.3.3.1 Systems Engineering - The Contractor shall provide the following systems engineering and configuration management services in support of mission-oriented weather and climate systems:

- A. Track high level (overall system) and lower level (down to the hardware and software component) system requirements and system specifications.
- B. Maintain a process for definition of the technical requirements from the set of agreed upon stakeholder expectations.
- C. Track functional, performance, interface, training, maintainability, operability, environmental, reliability, and safety requirements across the system, subsystem, and component level.
- D. Validate the requirements during the Mission Definition Review (MDR), System Design Review (SDR), Preliminary Design Review (PDR), Critical Design Review (CDR).
- E. Traceability between value driven concepts (i.e. system architectures), requirements, specifications, and quality.
- F. Compare tradespaces during concept generation, including sorting and ranking between competing alternatives (i.e., tradespace exploration⁷).
- G. Interface management, including tracking interface definitions and constraints.
- H. Verify interface compatibility and operation.

⁷ Tradespace exploration — sometimes referred to by similar names such as trade space analysis or tradeoff analysis — is a broad category of decision analysis techniques that generally focus on the comparison of alternatives (potential solutions to the decision) in terms of the way they “trade” different qualities

- I. Traceability between the Verification and Validation testing, requirements, and end user needs.
 - J. Integrated Logistics Support (ILS) - The contractor shall maintain system reliability and availability for NWS fielded systems.
- C.3.3.2 **Engineering Consulting** - The contractor shall provide subject matter expertise in the field of engineering services for weather and climate systems.
- C.3.3.3 **Technology Assessments** - Provide engineering research and development to evaluate technological methodologies and automated tools (i.e., AI, ML, or RPA).
- Define current and expected system needs;
 - Assess and document current and potential uses of technology;
 - Preparation for sustainment of functional capability due to:
 - Engineering changes;
 - Obsolescence of systems;
 - Development of new systems.
- C.3.3.4 **RF Spectrum Management Support** - The contractor shall provide system engineering services supporting radio-frequency (RF) management (e.g., the NOAA/NWS RF spectrum initiative and operational systems support). These services include:
- A. Supporting NOAA line offices and their internal and external partners and stakeholders participating in domestic and international RF spectrum meeting forums, conferences, and working groups.
 - B. Conducting RF technical analysis and studies needed to develop recommendations, specification and requirements.
- C.3.3.5 **Facilities Engineering** - (Design, Management, Inspection)
- A. **Facilities Engineering Design** - The contractor shall perform facilities engineering design services in accordance with federal policies and standards, such as:
 - Office/facility space planning, analysis, and design;
 - Recommendations for more efficient space use;
 - Provide drawings, studies, and associated documentation and reports.
 - B. **Facilities Engineering Management** - The contractor shall perform facilities engineering management services in accordance with federal policies and standards, such as:
 - Identification and analysis of current facility space usage;
 - Logistical management;
 - Land and building acquisition, lease management, real property disposal;
 - Construction planning and monitoring (i.e., build, take down);
 - Site remediation planning and monitoring;
 - Installation, test, and operation of facilities equipment and performance monitoring systems;
 - Ergonomic and economic analyses.

- C. **Facilities Engineering Inspection** - The contractor shall perform facilities engineering inspection services in accordance with federal policies and standards, such as:
- Inspections for structural integrity, power loads and requirements, grounding, lightning protection, and grounds upkeep;
 - Safety, environmental, Industrial Hygiene (IH)⁸, and sustainability management and compliance;
 - Construction monitoring.

C.3.3.6 **Safety and Environmental Compliance** -

- A. **Safety Support** - Provide safety technical services in support of NOAA's mission.
- B. **Environmental Compliance** - The contractor shall provide engineering or technical services for environmental compliance or sustainability, including developing or interpreting national/federal/state/local policies, procedures, or technical reports (such as environmental impact analyses).

C.4 GENERAL DEFINITIONS

Core Partner⁹: The NWS has defined a classification of its users which it terms "core partners." This class of users is defined as: Government and non-government entities which are directly involved in the preparation, dissemination and discussions involving weather, water, or climate related National Weather Service information, that supports decision making for routine or episodic, high impact events. These entities have a unique need for increased interaction with NWS personnel for provision of Impact-based Decision Support Services (IDSS) or to facilitate their role in supporting the NWS mission.

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

Reference:

https://ams.confex.com/ams/96Annual/webprogram/Handout/Paper288243/AMS_Jan2016_HaN_CEI_Final.pdf

Impact-based Decision Support Services (IDSS)¹⁰: NWS defines IDSS as the provision of relevant information and interpretative services to enable core partners' decisions when weather, water, or climate has a direct impact on the protection of lives and livelihoods. IDSS may be characterized as either episodic or recurring:

- Episodic IDSS - Provision of information and interpretative services to directly support an event or incident where weather, water, or climate has a direct impact on the protection of

⁸ The science and art devoted to the anticipation, recognition, evaluation, and control of those environmental factors or stresses arising in or from the workplace, which may cause sickness, impaired health and well-being, or significant discomfort among workers or among the citizens of the community.

(https://www.osha.gov/sites/default/files/training-library_industrial_hygiene.pdf)

⁹ https://www.weather.gov/media/coo/IDSS_SDD_V1_0.pdf

¹⁰ https://www.weather.gov/media/coo/IDSS_SDD_V1_0.pdf

lives/livelihoods. Examples include event-related webinars, NWSChat, iNWS, and on-site or remote interaction.

- **Recurring IDSS** – Provision of ongoing support to a subset of core partners throughout the year to improve partner mitigation, preparation, response, and recovery related to event/incidents where weather, water, or climate has a direct impact on the protection of lives/ livelihoods; or to support routine-high value decisions. Examples include joint training, Integrated Warning Team interactions, pre-event/scenario planning, water use/contingency forecasts and planning, table-top exercises used to plan actions and procedures addressing these events or incidents, after-action reviews, and daily coordination regarding routine high-value decisions such as aviation operations or reservoir releases.

Lifecycle: The term “lifecycle” refers to all the stages of a particular product or service. For example, the lifecycle of a product could be: Requirements development; Research and development (including testing and prototyping); Production; In-service use; Maintenance; and, Disposition. The lifecycle of a service could be: Research; Develop; Test; Validate; Verify; Deploy; and Maintain.

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

Reference: NAO 212-16: Policy on NOAA Observing Systems Portfolio Management;
<https://www.noaa.gov/organization/administration/nao-212-16-policy-on-noaa-observing-systems-portfolio-management>

Research to Operations (R2O): The NOAA process for taking applied research¹¹ results and incorporating them into routinely provided, sustained, mission products and services (a.k.a. “operations”).

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

Survey: Depending upon the context in which it is used, this term can have different meanings within NOAA. Some meanings, determinable by context, are: a formal land survey (as required in planning for a new climate monitoring station construction project); a scientific measurements collection and mapping activity (in fulfillment of hydrographic survey objectives); an inspection and assessment of mission

¹¹ Applied research is an original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific, practical aim or objective. Applied research is undertaken either to determine possible uses for the findings of basic research or to determine new methods or ways of achieving specific and predetermined objectives.

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

equipment (or other items) activity; a data collection activity for social science and/or economic research purposes (as in an opinion poll).

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

Data Stewardship: Outlined in https://nosc.noaa.gov/EDMC/nao_212-15.php

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

Scientific Data Stewardship: Ref: A Unified Framework for Measuring Stewardship Practices Applied to Digital Environmental Datasets

<https://datascience.codata.org/articles/10.2481/dsj.14-049/galley/16/download/>

<https://www.ncdc.noaa.gov/news/addressing-scientific-data-stewardship-challenges>

Verification and Validation: Verification and Validation (V&V) are independent methods and procedures that are used to check if a component, product, service, or system meets its established requirements and specifications and that it satisfies its intended overall purpose.¹²

- Verification is intended to check that a product, service, or system meets a set of design specifications and requirements.
- Validation is intended to ensure a product, service, or system results in a product, service, or system that meets the operational requirements and thus the needs of the user.

C.5 PERFORMANCE REQUIREMENTS (IDIQ LEVEL)

Requirement 1. IDIQ Escalation Plan: The Escalation Plan documents the Contractor’s approach to dispute resolution at the task order level and any mechanisms it has put in place for raising issues to the IDIQ CO.

- This is a mandatory deliverable and the detail information for delivering this requirement is provided in section C.6

Requirement 2. Sexual Assault/Sexual Harassment (SASH) Training Report: The SASH Training report shall include 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.

- This is a mandatory deliverable and the detail information for delivering this requirement is provided in section C.6

¹² <https://www.nws.noaa.gov/directives/sym/pd08003001curr.pdf>

Requirement 3. Monthly Contract Status Report: The Monthly Contract Status Report is the 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.

- This is a mandatory deliverable and the detail information for delivering this requirement is provided in section C.6

Requirement 4. Monthly Task Order Status Report: Monthly Order Status Report documents the Contractor's task order modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected in the next 60 days. If a contractor does not have any current task order awards, then submission of a monthly report is not required.

- This is a mandatory deliverable and the detail information for delivering this requirement is provided in section C.6

Requirement 5. Data Collection / Request for Information (RFI) Surveys: Data collection event requiring vendor's participation within time limits set in the request.

- This is a mandatory deliverable requiring acknowledgment of receipt of the request and providing minimum information requested in the survey (the minimum information might vary depending on individual requirement).
- The detailed information for delivering this requirement will be provided in each individual request and minimum information required may vary depending on the requirement.
- Any additional information provided in the Data Collection/ RFI Survey beyond the minimum information requested is voluntary and will earn acknowledgement in the Contractor Performance Assessment Reporting System (CPARS) narrative section and may earn beyond favorable ratings in the CPARS Management and Quality Section.

Requirement 6. Virtual Events: Virtual and In-Person Events are organized and in support of ProTech Weather Domain and ProTech programs.

- Participation in the events is voluntary and specific information/requirements for each event will be provided in the event instructions.
- Participation in the events will earn acknowledgement in the CPARS narrative section and may earn beyond favorable ratings in the CPARS Management and Quality Section.

Requirement 7. Market Research Refresh: Market Research Refresh is an important engagement event as it provides awareness of new or enhanced corporate technical capabilities and partnerships that have emerged. As a result, the information provided on increased capabilities contributes to the most recent and relevant market research support during the acquisition planning phase of a procurement action.

- Participation in the Market Research Refresh is voluntary and specific information/requirements for each refresh will be provided in the refresh instructions.
- Participation in the Market Research Refresh will earn acknowledgement in the CPARS narrative section and may earn beyond favorable ratings in the CPARS Management and Quality Section.

Requirement 8. Communication Efforts: Interactions with vendors providing updates and current status of vendor capability and expectations.

- The communication interactions are voluntary and can be provided by these means: virtual, telephone, in person, and email.
- Virtual, telephone, and in person communication efforts that occur more than three times during the period of evaluation will earn acknowledgement in the CPARS narrative section and may earn beyond favorable ratings in the CPARS Management and Quality Section.

Requirement 9. Certification Requirements: Any additional certifications requirements beyond what is currently known.

- When applicable the certifications requirements will be clearly communicated and submission instructions will be provided.
- If required the participation in the certification effort will earn acknowledgement in the CPARS narrative section.

C.6 DELIVERABLES

- 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.
- 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.
- All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. A replacement file shall be provided within two (2) business days after notification.
- Any failure of the Contractor to adhere to a delivery schedule or a deliverable requirement will be reflected in the Contractor's CPARS report.
- IDIQ Escalation Plan: The Contractor shall provide an Escalation Plan, which documents the Contractor's approach to dispute resolution at the task order level and any mechanisms it has put in place for raising issues to the IDIQ CO. This document should include any situations that the Contractor has identified which would trigger an automatic escalation of an issue to the CO. This Plan is due no later than 90 days after contract award, and shall be provided in Adobe electronic format via email to the IDIQ CO and COR. The subject line of the email notice presenting the submission of the Plan shall be annotated with – IDIQ Escalation Plan (state the date of submission). The Plan will be reviewed and either accepted or rejected for revisions by the CO within 15 business days of receipt of the document. Upon acceptance, the CO will sign the Plan and return a copy of the document to the Contractor for its records.
- Sexual Assault/Sexual Harassment (SASH) Training Report: 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

202-1106¹³, 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 30 business days 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.

- 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. The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the IDIQ CO and COR. 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-3 for the report template).
- 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. If a contractor does not have any current task order awards, then submission of a monthly report shall not be required. The report is due by the 15th calendar day of each month consisting of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the IDIQ CO, COR and TO CO, COR. 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. **This report is not required if the Contractor does not have any active task orders during the reporting period.**
- The Contractor shall respond to Data Collection/Request for Information (RFI) Surveys, acknowledging receipt of request and providing minimum information requested in the survey (the minimum information might vary depending on individual requirement).

C.7 PERFORMANCE REQUIREMENTS SUMMARY

Req	Subject	Standard	AQL	Incentive
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¹³

<https://www.noaa.gov/organization/administration/nao-202-1106-noaa-sexual-assault-and-sexual-harassment-prevention-and>

1	IDIQ Escalation Plan	The Contractor shall provide an Escalation Plan, which documents the Contractor's approach to dispute resolution at the task order level and any mechanisms it has put in place for raising issues to the IDIQ CO. This document should include any situations that the Contractor has identified which would trigger an automatic escalation of an issue to the CO.	The Plan is due no later than 90 days after contract award. Also please see Note 1 for additional information.	Timely submission will be favorably reported in the Schedule Section of the CPARS report.
2	Sexual Assault/Sexual Harassment (SASH) Training Report	Training evidence shall be submitted to the COR or contracting officer no later than March 1st of each calendar year of contract performance.	Timely reports as described in the "Standard" section. Also please see Note 1 for additional information.	Timely submission will be favorably reported in the Schedule Section of the CPARS report.
3	Monthly Contract Progress Reports	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.	Timely reports as described in the "Standard" section. Also please see Note 1 for additional information.	Additional information provided in the report beyond the requirements from the "Standard" section will be treated as additional communication and will be favorably reported in the CPARS Management and Quality Section.

4	Monthly Task Order Status Reports	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. If a contractor does not have any current task order awards, then submission of a monthly report shall not be required. The report is due by the 15th calendar day of each month consisting of activity from the previous month.	Timely reports as described in the "Standard" section. Also please see Note 1 for additional information.	Additional information provided in the report beyond the requirements from the "Standard" section will be treated as additional communication and will be favorably reported in the CPARS Management and Quality Section.
5	Data Collection / Request for Information (RFI) Surveys	Data collection event requiring vendor's participation within time limits set in the request.	Timely response to the requests.	Timely and meaningful response to data collection requests will earn beyond favorable ratings in CPARS Management and Quality Section.
6	Virtual/In-Person Events	Participation in virtual/in-person events organized and in support of ProTech Weather Domain and ProTech program.	Participation as described in each event instructions.	Participation will earn beyond favorable ratings in the CPARS Management and Quality Section.
7	Market Research Refresh	This is a data collection effort aimed at providing the most up to date information on vendor capability.	Participation in the effort without delivering data/update information.	Participation with data delivery will earn beyond favorable ratings in the CPARS

				Management and Quality Section
8	Communication Efforts	Continued communication efforts with vendors providing updates and current status of vendor capability and expectations. Types of communication: virtual, telephone, in person.	Communication required to conduct necessary activities for contract sustainment.	Communication efforts that are triannual and beyond the requirements from the “Standard” section will be treated as additional communication and will earn beyond favorable ratings in the CPARS Management and Quality Section.
9	Certification Requirements	Additional certifications that might be required	Timely response to the certification requests.	Timely and meaningful response to certification requests will earn acknowledgment in CPARS Management and Quality Section narrative.

¹ Lack of timeliness will be reported in the CPARS Schedule Section.

(End of Section C)

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

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

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

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

FAR Clause	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52.246-3	Inspection of Supplies – Cost Reimbursement (MAY 2001)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
52.246-6	Inspection – Time-and-Material and Labor-Hour (MAY 2001)
52.246-16	Responsibility for Supplies (APR 1984)

(End of Clause)

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

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

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

(End of Clause)

(End of Section E)

SECTION F
DELIVERIES OR PERFORMANCE

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

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

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

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

(End of Clause)

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

(a) The five-year base ordering period of this contract is from **[TBD] through [TBD]**. 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	[TBD]	[TBD]

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

(End of Clause)

F.3 DELIVERY

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

F.4 PLACE OF PERFORMANCE

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

F.5 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

Item	Description	Qty	Due Dates	Deliver to	Reference
1	IDIQ Escalation Plan	1	No later than 90 days after contract award.	- IDIQ CO - IDIQ COR	Section F.6.1
2	Sexual Assault/Sexual Harassment (SASH) Training Report	1	No later than March 1st of each calendar year of contract performance.	- IDIQ CO - IDIQ COR	Section F.6.2
3	Monthly Contract Status Report	1	15 th calendar day of each month as specified in F.6.3.	- IDIQ CO - IDIQ COR	Section F.6.3
4	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.6.4.	- IDIQ CO - IDIQ COR - TO CO - TO COR	Section F.6.4

5	Data Collection / Request for Information (RFI) Surveys	Case by case dependent	Data collection event requiring vendor's participation within time limits set in the request.	IDIQ CO - IDIQ COR	Section F.6.5
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(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 IDIQ Escalation Plan

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

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

F.6.2 Sexual Assault/Sexual Harassment (SASH) Training Report

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 202-1106¹⁴, 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 30 business days 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.

F.6.3 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.

The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the IDIQ CO and COR. 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-3 for the report template).

F.6.4 Monthly Task Order Status Report

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. If a contractor does not have any current task order awards, then submission of a monthly report shall not be required. The report is due by the 15th calendar day of each month consisting of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day.

¹⁴

<https://www.noaa.gov/organization/administration/nao-202-1106-noaa-sexual-assault-and-sexual-harassment-prevention-and>

The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the IDIQ CO, COR and TO CO, COR. 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.

This report is not required if the Contractor does not have any active task orders during the reporting period.

F.6.5 Data Collection / Request for Information (RFI) Surveys

The Contractor shall respond to Data Collection/Request for Information (RFI) Surveys, acknowledging receipt of request and providing minimum information requested in the survey (the minimum information might vary depending on individual requirement).

(End of Section F)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES

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

G.2.1 GOVERNMENT PERSONNEL

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

The Contracting Officer (CO) – ProTech Weather Contract Level

The ProTech Weather CO, within the AGO Corporate Services Acquisition Division (CSAD), has overall responsibility for administration of ProTech Weather. 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 Weather CO for this contract is:

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

(End of Clause)

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

(a) Lucjan Haber 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 Weather is:

Name: Lucjan Haber
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office, Corporate Services Acquisition Division
1325 East West Highway, SSMC2, Silver Spring, MD 20910
Email: Lucjan.Haber@noaa.gov
Telephone: 301-427-6926

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

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

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

(End of Clause)

G.2.1.3 Task Order Contracting Officer (TOCO)

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

The TOCO responsibilities include:

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

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

TOCOs shall designate CORs for individual task orders who will be responsible for the day-to-day coordination of task orders. The TO COR will represent the TOCO in administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TOCO or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms, or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the TOCO.

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

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

- (1) Date of order;

- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of invoicing, payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

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

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

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

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

(End of Clause)

G.3.1 Ordering Process

All ProTech Weather 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, in accordance with FAR 19.504(b). 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.

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

G.4 EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

(d) Contractor Review – A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments, rebutting statements, or additional information to the reviewing official within 30 calendar days after receipt of the evaluation. The tool can be accessed at <https://www.cpars.gov/>. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel.

(e) Resolving Disagreements between the Government and the Contractor – Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, Contractor's response, and review comments, if any, will be retained as part of the evaluation.

(f) Release of Contractor Performance Evaluation Information – The completed evaluation will be available to Government source selection personnel through the CPARS. Disclosure of such information outside the Government could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.

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

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

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

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

(End of Clause)

G.6 ON- AND OFF-RAMPING

On-Ramping

The Contracting Officer will periodically review the total number of contractors to ensure adequate competition for task orders throughout the period of performance for each PWS Element. Over time, the total number of contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons.

If the Contracting Officer determines that it is in the best interest of the government to open the IDIQ to new contractors, the Contracting Officer has the discretion to announce an open season at any time during the effective period of the IDIQ. The Contracting Officer may limit onboarding to one or more PWS Elements and may limit onboarding to either restricted or unrestricted pools. The Contracting Officer will announce this open season by publishing a notice in the contracting opportunities section of sam.gov. The open season will be subject to applicable contemporaneous federal procurement laws and guidance, provide an estimate of the number of new awards that the Contracting Officer intends to make, and a new solicitation will be issued during this time. The evaluation criteria, instructions, and other solicitation content of the on-ramp solicitation may differ from the original solicitation based on the needs of the government at that time. Clauses, terms, conditions, and other requirements may also differ from the original solicitation. Any contracts awarded under this section will not exceed the remaining period of performance of the existing IDIQ. A ceiling value of \$8 billion per contract award will

apply but the ceiling value for the ProTech 2.0 program will remain capped at \$8 billion. Any offeror receiving a contract under this open season will be eligible to compete on future task orders with the same rights and obligations of any other contractor subject to the terms and conditions of the IDIQ and applicable regulations. The Government reserves the right to not proceed with any on-ramp during the life of the IDIQ contract.

Off-Ramp Procedures

The Government reserves the unilateral right to off-ramp contractors who are no longer needed to meet program objectives. Contractors may be off-ramped from new work even while continuing current work. Off-ramping methods may result from one of the following conditions:

- A. Not exercising a contractor's option
- B. NOAA no longer having a requirement appropriate to the contractor's skills, talents, size, or socio-economic status
- C. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- D. Termination as defined in FAR Part 49.
- E. Failure to meet the standards of performance, deliverables, or compliances.
- F. Taking any other action which may be permitted under the Master Contract's terms and conditions.

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 Weather. 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 Weather 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 Weather Contractor. The orderly transfer of work from the incumbent to the successor shall be addressed during the phase-out period. The incumbent ProTech Weather 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 Weather website will be available to the general public.

(End of Section G)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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

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

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

(End of Clause)

H.2 AUTHORIZED USERS

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

H.3 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES

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

H.4 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

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

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

H.5 CONTRACTOR EMPLOYEES' IDENTIFICATION

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

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

Contractor notification requirements for FAR 52.232-20(b) Limitation of Cost and FAR 52.232-22(c) Limitation of Funds for cost-reimbursement task orders, and FAR 52.232-7(d)

Payments Under Time-and-Materials and Labor-Hour Contracts for T&M and labor-hour task orders, shall be accomplished only by separate correspondence directed to the TOCO with copies to the TO COR. No other form of “notification” (e.g., mention in any type of monthly progress or status report) will affect compliance. Further, notification to any individual other than the TOCO shall not constitute compliance with this requirement.

H.7 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

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

- | | |
|---|-----------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Birthday of Martin Luther King, Jr. | (8) Columbus Day |
| (3) Washington's Birthday | (9) Veterans Day |
| (4) Memorial Day | (10) Thanksgiving Day |
| (5) Independence Day | (11) Christmas Day |
| (6) Juneteenth | |

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

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

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

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

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

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

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

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

H.8 ON-LINE PROPOSAL AND ORDERING CAPABILITY

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

H.9 POST AWARD CONFERENCE

The Contractor shall participate in a post award conference to be held within 45 days after award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems.

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

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

H.10 CENTRALIZED EMAIL ACCOUNT

The Contractor must establish, monitor and maintain a ProTech Weather electronic mailbox for receipt of communications relating to the ProTech Weather 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.Weather@", e.g.

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

The Contractor will provide the email address to ProTech.Weather@noaa.gov within 15 days after the receipt of award.

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

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

(1) Descriptions or definitions:

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

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

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

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

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

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

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

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

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

ALTERNATE III (APR 2010)

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

ALTERNATE IV (APR 2010)

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

ALTERNATE VI (APR 2010)

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

(End of Clause)

H.12 NAM 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

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

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

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

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

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

(b) General liability.

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

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property

Damage Liability Insurance shall be required in the amount of \$[*To be completed on a task order basis as applicable*].

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

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

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

(End of Clause)

H.14 TASK ORDER KEY PERSONNEL

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

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

H.15 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

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

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

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

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

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

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

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

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

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

(b) General Guidelines

1. *Maintaining Integrity.* The contractor shall maintain the scientific integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations and adjudication of allegations of research misconduct.
2. In performing or presenting the results of scientific activities under the contract, and in responding to allegations of scientific and research misconduct, the contractor shall comply with the solicitation and contract language herein and [NOAA Administrative Order \(NAO\) 202-735D](#), Scientific Integrity, and its Procedural Handbook, including any amendments thereto.
3. *Primary Responsibility.* The contractor shall have the primary responsibility to prevent, detect, and investigate allegations of scientific and research misconduct. Unless otherwise instructed by the contracting officer, the contractor shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
4. By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation and reporting of such misconduct.

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

(c) Investigating Misconduct Research

1. *Initiating Investigation.* If the contractor determines that there is sufficient evidence to proceed to an investigation, it shall notify the contracting officer and, unless otherwise instructed, the contractor shall:
 - A. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - B. If the investigation leads to a finding of scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. *Finalizing Investigation.* When the investigation is complete, the contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) Findings and Corrective Actions

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

(e) Department of Commerce Actions

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

limited to, disallowance of costs, recoupment of contract payments, and suspension or debarment.

(End of Clause)

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

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

- (a) 41 U.S.C. § 2103 regarding contacts between a federal employee working on a procurement and an Offeror about prospective employment;
- (b) 18 U.S.C. § 207 regarding the restrictions on former federal employees having contact with a federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a federal employee or for which the former federal employee had official responsibility;
- (c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former federal agency on behalf of another person or entity concerning any official matter; and
- (d) 41 U.S.C. § 2104 regarding the restrictions on a former federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor.

(End of Clause)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(a) Definitions.

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

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

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

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

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

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

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

(b) Requirements.

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

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

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

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

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

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

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

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

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

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

(d) Confidentiality.

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

(e) Remedies.

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

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

(End of Clause)

(End of Section H)

SECTION I CONTRACT CLAUSES

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

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

FAR Clause	Title and Date
52.202-1	Definitions (JUN 2020)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)
52.203-14	Display of Hotline Poster(s) (JUN 2020)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)
52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-2	Security Requirements (MAR 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-13	System for Award Management Maintenance (OCT 2018)

52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
52.204-29	Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research (JUN 2020)
52.211-5	Material Requirements (AUG 2000)
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (SEP 2021)(DEVIATION APR 2020) - See Section I.4
52.215-2	Audit and Records – Negotiation (JUN 2020)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost or Pricing Data (AUG 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)
52.215-14	Integrity of Unit Prices (JUN 2020)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (JUN 2020)
52.215-23	Limitations on Pass-Through Charges (JUN 2020)

52.216-7	Allowable Cost and Payment (AUG 2018)
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)
52.219-28	Post-Award Small Business Program Rerepresentation (NOV 2020)
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020)
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (JAN 2020)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEP 2016)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (OCT 2020)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)

52.223-16	Acquisition of EPEAT - Registered Personal Computer Products (OCT 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.223-19	Compliance With Environmental Management Systems (MAY 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data – General (MAY 2014) ALT IV (DEC 2007)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.230-1	Cost Accounting Standards Notices and Certification (JUN 2020)
52.230-2	Cost Accounting Standards (JUN 2020)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (JUN 2020)
52.230-6	Administration of Cost Accounting Standards (JUN 2010)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (JUN 2020)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984) (<i>dates to be completed at the task order level</i>)

52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JAN 2017) <i>(for other than cost-reimbursement task orders)</i> and ALT I (FEB 2002) <i>(for cost-reimbursement task orders)</i>
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.233-1	Disputes (MAY 2014) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) and ALT I (JUN 1985) <i>(for cost-reimbursement task orders)</i>
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-5	Payments to Small Business Subcontractors (JAN 2017)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost-Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes–Time-and-Materials or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2020) and ALT I (JUN 2020) <i>(for cost-reimbursement task orders)</i>
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (NOV 2020)
52.245-1	Government Property (JAN 2017)
52.245-9	Use and Charges (APR 2012)
52.246-23	Limitation of Liability (FEB 1997)

52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (JUN 2020)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-6	Termination (Cost Reimbursement) (MAY 2004) and ALT IV (SEP 1996) <i>(for time-and-material or labor-hour task orders)</i>
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

(End of Clause)

I.2 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)

I.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and ALTERNATIVE I (JAN 2017) (IF APPLICABLE)

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

(End of Clause)

I.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEM (SEP 2021 (DEVIATION APR 2020) (IF APPLICABLE)

FAR 52.212-5 applies to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. The clause will be incorporated in full text into individual orders, as applicable.

A Class Deviation has been issued by the Department of Commerce via PM 2020-05 to provide for accelerated payments to contractors that are small businesses, and to small business subcontractors by accelerating payments to their prime contractors. This PM is applicable until superseded, incorporated into the FAR or otherwise rescinded.

- Additions to baseline made by deviation are indicated by [bold text in brackets]
- Deletions to baseline made by deviation are indicated by strikethroughs
- Five asterisks (* * * * *) indicate that there are no revisions between the preceding and following parts or sections
- Three asterisks (* * *) indicate that there are no revisions between the material shown within a section and subsection or subsection

Insert the following into FAR 52.212-5:

(b) * * *

__ (60) **[52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020) (31 U.S.C. 3903 and 10 U.S.C. 2307).**

__ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ ([62]64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

__ ([63]62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

* * * * *

(End of Deviation)

I.5 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 the contract end date.

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

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

(End of Clause)

I.6 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 the Simplified Acquisition Threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$500,000,000;
- (2) Any order for a combination of items in excess of \$500,000,000; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I.7 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)

I.8 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 six months. The Contracting Officer may exercise the option by written notice to the Contractor within five days of the end of the contract.

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

(End of Clause)

I.9 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 five days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 126 months.

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

(End of Clause)

I.10 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)

I.11 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)(DEVIATION SEP 2021)

(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 to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(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.

(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.

(End of Deviation)

**I.12 FAR 52.232-16, PROGRESS PAYMENTS (ALTERNATE I) (MAR 2000)
[DEVIATION (APR 2020)]**

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

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

* * *

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

* * * * *

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

* * * * *

(End of Deviation)

I.13 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) [(DEVIATION APR 2020)]

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

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

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

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

(End of Deviation)

**I.14 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)
[DEVIATION (APR 2020)]**

A Class Deviation has been issued by the Department of Commerce via PM 2020-05 to provide for accelerated payments to contractors that are small businesses, and to small business subcontractors by accelerating payments to their prime contractors. This PM is applicable until superseded, incorporated into the FAR or otherwise rescinded.

- Additions to baseline made by deviation are indicated by [bold text in brackets]
- Five asterisks (*****) indicate that there are no revisions between the preceding and following parts or sections
- Three asterisks (***) indicate that there are no revisions between the material shown within a section and subsection or subsection

Insert the following into FAR 52.244-6:

(c)(1) ***

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors

[(DEVIATION APR 2020)], if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(End of Deviation)

(End of Section I)

SECTION J
LIST OF ATTACHMENTS

- J-1 Labor Categories
- J-2 Sample Monthly Contract Progress Report
- J-3 Ceiling Hourly Rate Table by Labor Category *(this attachment will be developed by the Government at time of award, and will be based on information from Attachment J-6)*
- J-4 Demonstrated Technical Experience Self Assessment and Validation Matrix *(to be deleted at award)*
- J-5 Demonstrated Technical Experience Form - PHASE II ONLY *(to be deleted at award)*
- J-6 Cost/Price Template for Ceiling Rates - PHASE II ONLY *(to be deleted at award)*

(End of Section J)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS

K.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<https://www.acquisition.gov/>

FAR Clause	Title and Date
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)
52.204-26	Covered Telecommunications Equipment or Services (OCT 2020)
52.222-26	Evaluation of Compensation for Professional Employees (FEB 1993)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541330 - Exception 3.

(2) The small business size standard is \$47 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this

solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

K.4 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (Alternate IV)(OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below in Section L.11.4.4.

(End of Provision)

(End of Section K)

DRAFT

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer.

Also, the full text of a solicitation provision may be accessed electronically at <https://www.acquisition.gov/>

FAR/CAR Clause	Title and Date
52.204-7	System for Award Management (OCT 2018)
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2017)
52.215-22	Limitations on Pass-through Charges – Identification of Subcontract Effort (OCT 2009)
52.216-27	Single or Multiple Awards (OCT 1995)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	Site Visit (APR 1984)
52.237-10	Identification of Uncompensated Overtime (MAR 2015)
1352.215-70	Proposal Preparation (APR 2010)
1352.233-71	GAO and Court of Federal Claims Protests (APR 2010)
1352.239-71	Electronic and Information Technology (APR 2010)

(End of Provision)

L.2 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 at <https://www.acquisition.gov/>

Clause	Title and Date
52.204-18	Commercial and Government Entity Code Management (AUG 2020)

L.3 CAR 1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010) ALTERNATE I (APR 2010)

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to access to acquisition sensitive information.

Accordingly:

(1) Restrictions are needed to ensure that information outlined in (a) is not used in the development of a proposal for this requirement.

(2) As a part of the proposal, the Offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

(End of Provision)

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple IDIQ contracts resulting from this solicitation.

(End of Provision)

L.5 PROTESTS

L.5.1 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Name: Pierre Smith

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office
Corporate Services Acquisition Division
1325 East West Highway, 11th Floor
Silver Spring, MD 20910

Email: pierre.s.smith@noaa.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.5.2 CAR 1352.233-70 Agency Protests (Apr 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Name: Pierre Smith, Contracting Officer

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office
Corporate Services Acquisition Division
1325 East West Highway, 11th Floor
Silver Spring, MD 20910

Email: pierre.s.smith@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

Name: Jay Standring, ProTech Branch Chief

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office
Corporate Services Acquisition Division
1325 East West Highway, Room 11430
Silver Spring, MD 20910

Email: jay.standring@noaa.gov

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division, Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW
Washington, DC 20230

(End of Clause)

L.6 SMALL BUSINESS CLASSIFICATION CODE

The NAICS code for this acquisition is 541330 (Engineering Services) - Exception 3 (Marine Engineering and Naval Architecture).

L.7 PROPOSAL PREPARATION COSTS

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP.

L.8 PROPOSAL SCHEDULE

Phase I submissions are due in electronic format no later than **[time] Eastern Time on [day of the week], [calendar date]**, to Pierre Smith, pierre.s.smith@noaa.gov and Lucjan Haber, Lucjan.Haber@noaa.gov.

Note: See the proposal submission instructions, including the provision describing treatment of late submissions, modification, revision, and withdrawal of proposals at FAR 52.215-1.

L.8.1 Communications and Questions

The Government intends to release a Draft RFP prior to the release of the Final RFP. The intention is to release all documents as drafts and to conduct the traditional question and answer (Q&A) session during the Draft RFP phase **only**. The Government does not intend to allow for an additional round of questions, after responses are provided during the Draft RFP phase, such as when the Final RFP is released. However, the Government reserves the right to conduct an additional round of Q&As if there are any substantial changes between the draft and final documents.

Please use this Draft RFP question session to submit your questions as opposed to waiting until the Final RFP to be released.

The Government intends to allow for questions from potential Offerors upon release of the Draft RFP and related documents. Questions relevant to this Draft RFP must be submitted via email to pierre.s.smith@noaa.gov and lucjan.haber@noaa.gov. Please use the Google Form link below to submit questions.

Questions are due no later than 12:00 PM (noon) Eastern Time on June 7, 2024.

Draft RFP Feedback Form: <https://forms.gle/MqbNwm3s8EMjddS76>

The Government may not provide a response to questions submitted after the due date. Offerors will not receive a response until all questions have been received by the date due. The Government will not attribute the questions to the submitting Offerors, but the text of the questions and answers will be published and made available to the general public. Please be mindful that if there is a prompt to change a solicitation document, that change will be made in the document itself and the response in the Q&A document does not have the force and effect of a solicitation amendment.

Communications concerning this solicitation or requests for clarification shall be made in writing to Pierre Smith, pierre.s.smith@noaa.gov and Lucjan Haber, Lucjan.Haber@noaa.gov.

L.8.2 Delivery of Proposals

All proposals shall be exclusively submitted in electronic format as specified below. The Government does not authorize submission of hard copy, telegraphic, or facsimile offers for this solicitation. The Offeror shall mark the electronic file with the solicitation number, **1305M424R0036**. Offerors shall deliver proposals electronically via email to Pierre Smith, pierre.s.smith@noaa.gov and Lucjan Haber, Lucjan.Haber@noaa.gov. The Government will not be responsible for any electronic delivery failure including any resulting in missing the submission deadline. It is the Offeror's responsibility to confirm receipt of submitted proposals. The email must include the name of the organization, along with the name and phone number of the individual submitting the proposal. If needed, splitting proposals across multiple emails is allowable.

It is the Offerors responsibility to ensure that any submission transmitted to the specified Government representative(s) is received prior to the due date specified. Offerors are highly encouraged to contact the Government representative(s) specified above prior to the solicitation's stated time and date for receipt of offers to ensure the Government has received the submission. Offers received after the date and time specified in this solicitation will be excluded from consideration.

L.9 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

1) Offerors are advised that the Government may utilize Contractors and/or Consultants listed below to assist in the evaluation of the proposals for this acquisition. These Contractors/Consultants will have access to any and all information submitted by Offerors and will be subject to the restrictions contained in CAR Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR 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 participating in the evaluation of this acquisition will have executed Non-Disclosure Agreements.

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

2) The Offeror agrees, by its submission of a response to the solicitation, to have its proposal reviewed by these Contractors/Consultants for the purpose of providing technical or cost/price analyses to the Government unless the Offeror provides objections to such disclosure as follows:

The Offeror shall (1) submit the objection in writing to the Contracting Officer at least five days prior to the date set for receipt of the proposals; and (2) include a detailed statement of the basis for the objection.

L.10 GENERAL INSTRUCTIONS

The Government intends to conduct this procurement through a phased proposal submission and phased evaluation with two (2) phases:

1. *Phase I - Advisory.* This phase requires a written submission (Volume I) and a Self-Assessment (Volume II (Part 1)). Details are in Section L.11.2 below.
2. *Phase II - Evaluation of Written Proposals and Selection.* This phase requires a written submission (Volumes II (Parts 2 and 3), IV, and V), and an oral presentation (Volume III). Details are in Section L.11.4 below.

A notional schedule is provided below:

Event	Date(s)
Draft RFP Release	5/17/2024
Questions Due	6/7/2024
Phase I RFP Release	[TBD]

Phase I Proposals Due	3 weeks after RFP release
Notification of Advisory Down Select	2-3 weeks after Phase I closes
Phase II Proposals Due	4 weeks after receipt of Phase II instructions
Award	Q3, Fiscal Year (FY) 2025

Participation in Phase I is a mandatory part of this acquisition. Failure to participate in Phase I will preclude further consideration of the Offeror's proposal. Phase II submissions will not be accepted from any Offeror who has not completed Phase I.

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Offerors whose proposals do not follow all instructions may be deemed "Noncompliant" and disqualified from further evaluation. Proposals shall conform to solicitation provisions and be prepared in accordance with this section. To aid in the evaluations, proposals shall be neatly prepared, clearly and concisely written, properly indexed, and logically assembled. Offerors are asked to bear in mind that all material submitted should be directly pertinent to the solicitation requirements. Extraneous narratives, elaborate brochures, marketing materials, and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, identified with the name of the Offeror, the date, and the solicitation number.

Offeror proposal submissions shall address all requirements identified in Section L and the evaluation factors set forth in Section M of the solicitation. Offerors shall provide sufficient information for the Government to determine its level of confidence in the ability of the Offeror to perform the requirements of the RFP based on an assessment of demonstrated, relevant technical experience from the contractor.

All acceptable proposals must demonstrate the Offeror's understanding of the requirements and associated risks. The Government considers statements that the prospective Offeror understands, can, or will comply with the specifications, or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory. **Vague statements asserting experience, such as "support," "assist," "help," "manage," or "work with" rarely constitute demonstration without additional supporting information, and may reduce confidence.**

NOAA's intent is to make awards for this solicitation **in the 3rd Quarter of FY25**. This information is provided for use as a basis for schedules and labor rate calculations.

The proposal shall be valid for not less than 365 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in Volume I –

Administrative, Section I - Executive Summary of the proposal. The Government reserves the right to request additional information after receipt of Offeror's response to the solicitation.

L.10.1 Proposal Integrity

In responding to this RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If, in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used in the evaluation or by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

L.11 FORMAT AND INSTRUCTIONS FOR PROPOSAL SUBMISSION

L.11.1 Format

Offeror's proposals must consist of Volumes I through V, as set forth in the below Table:

Volume	Title	Format	Page/Time Limitations	Reference
Phase I				
I – Administrative	Section I – Executive Summary	Adobe Acrobat Portable Document Format (PDF)	3 pages	L.11.2.1 M.3
	Section II – Solicitation Documents		None	
	Section III – CAGE, UEI, TIN, and Prime Offeror's financial documents.		None	
	Section IV – Representation and Certifications		None	
	Section V – Professional Employee Compensation Plan		None	
	Section VI – Uncompensated Overtime Policy		None	
	Section VII – Organizational Conflict of Interest Mitigation Plan		None	
	Section VIII – Joint Venture (if applicable)		None	

II – Demonstrated Technical Experience (Phase I)	Part 1 - Demonstrated Technical Experience Self-Assessment Matrix	Excel Template	N/A	L.11.2.2 M.4.1.1
ADVISORY NOTIFICATION				
Phase II				
II – Demonstrated Technical Experience (Phase II)	Part 2 - Demonstrated Technical Experience Validation Matrix	Excel Template	N/A	L.11.4.1 M.4.1.2
	Part 3 - Demonstrated Technical Experience Written Submission	PDF	35 pages	
III – Management Approach	Oral Presentation	Virtual	See section L.11.4.2	L.11.4.2 M.4.2
	Slides for Oral Presentation – NOT EVALUATED (if applicable)	PDF (1 Slide per Page)	20 Slides	
IV – Past Performance	Section I - Reference Information	PDF	1 page	L.11.4.3 M.4.3
	Section II - Demonstrated Technical Experience Examples	PDF	2 pages per reference	
	Section III – CPARS Records	PDF	N/A	
	Section IV – Past Performance Assessment Questionnaire (if applicable, submitted by references)	Google Form	N/A	
V - Cost/Price	Part 1 - Pricing Template (Attachment J-6)	Excel Template	N/A	L.11.4.4 M.5
	Part 2 - Information About Rates	PDF	N/A	

Limitations

Pages over the maximum limitation for any section of a volume will be excluded from evaluation. Exceptions to the page limitations are: cover pages, lists of acronyms, lists of figures, and indices/tables of contents. Website content that is hyperlinked by the proposal will not be reviewed or evaluated.

Information shall be confined to the appropriate volume to facilitate independent evaluation. Each volume must be presented on a stand-alone basis so that the Government can evaluate its contents without cross-referencing other volumes of the proposal. The Government may consider information it requires for proposal evaluation that is not found in its designated volume as having been omitted from the Offeror's proposal.

For written submissions, each volume submitted, as a separate electronic file, shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in either the headers or footers. A Table of Contents or index should be created for each volume.

Files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”
Gutter – 0”
Page Size – 8.5” x 11”
Orientation – Portrait, except as specified below

The following additional restrictions apply:

1. All proposal files shall adopt the following file naming convention: [CompanyName] [SolicitationNumber] [PhaseNumber] [VolumeNumber].
 - a. Example: “WeatherTeam - 1305M424R0036 - Ph1 - Vol1.pdf”
2. Pages shall be single-spaced and each paragraph shall be separated by at least a 6 point spacing.
3. Font style should be in an easy-to-read serif or san-serif font (e.g. Calibri, Times New Roman, etc.) and a font size no smaller than 11 point. Font sizes for graphs, charts, tables, headers, and footers must be at least 9 point, and be legible. These font restrictions apply to volumes I, II, IV, and V. For Volume III, slides shall have a font size no smaller than 18 point, either Arial or Times New Roman. If there are graphics or tables included, then a font size no smaller than 12 is permitted. The slide size must be in Standard (4:3) format.
4. Any illustrations and images containing illegible text will be excluded from evaluation. Text in illustrations and images shall be a minimum of 9-point font.
5. Pages that contain tables or graphics using an entire page may be provided in landscape format.
6. All pages shall contain the phrase: “SOURCE SELECTION INFORMATION” (printed, watermarked or stamped) in addition to referencing the FAR 3.104-4 proprietary data notice provided on the front/cover page.
7. All presentation slides, if submitted, shall be submitted in PDF format, landscape orientation, and one (1) slide per page. The title slide is excluded from the 20-slide limitation.

Accessibility

All Security permissions on the Excel spreadsheet (i.e. “.xlsx”) shall be set to allow the Government to select, cut, paste, review, and print text and graphics without the need for a password.

All proposal documentation shall allow for the ability to search all text within the document (including images).

Proposal Submission

Proposals shall be sent via email. If multiple emails are required, the subject of the email shall specify the number and total of email submissions (e.g., 1 of 2, 2 of 2, etc.).

SF33, SF30s, financial statements, and Representations and Certifications from www.SAM.gov need not conform to the formatting instructions provided above.

L.11.2 Instructions for Phase I

This phase requires a written submission (Volume I) and a Self-Assessment (Volume II, Part One).

L.11.2.1. Volume I – Administrative

Section I – Executive Summary

The Executive Summary shall include:

- a) Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions. Any assumption, objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).
- b) Format and Content Deviations. Each Offeror shall describe any deviations from the specified proposal format and content. If the Offeror’s proposal differs from these guidelines, state the differences, and explain the reason.
- c) Authorized Negotiators. Offerors shall provide a list of authorized negotiators with their position title and their phone/email contact information.

Section II – Solicitation Documents

Each Offeror shall complete all blank lines and provide signatures for the solicitation/contract form (**SF-33**) and any subsequent amendments without modification to the files. An authorized official of the firm shall sign the proposal, amendments, and all certifications requiring original

signature. An Adobe Acrobat file, “.pdf” shall be created to capture the signatures for submission in the Administrative volume. Electronic signatures are allowable.

Section III – CAGE, UEI and TIN, and Prime Offeror’s Financial Documents

The Offeror shall provide in this section a listing of the Prime and proposed subcontractors/team members CAGE, UEI and TINs. Additionally, in order for the Government to determine Financial Responsibility of the Prime, Offerors will submit **finalized** financial statements to include a Balance Sheet, Income Statement, Cash Flow Statement, and Statement of Retained Earnings for the Offeror’s past fiscal year and current reporting period as of the date of the proposal as well as a certified copy of the Prime’s Line of Credit, if applicable, and its current status at the time of proposal submission. Prior to submission, a company officer or certified public accountant (CPA) will certify the statements.

The Offeror shall provide evidence of an adequate accounting system that would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that the system is approved or has been determined to be adequate. If available, the Contractor shall provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.

If the Contractor does not have an accounting system that has been determined adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor shall state in its proposal as well as a rationale. As part of the task order level evaluation process, the Government may obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.

If the Offeror does not have an adequate accounting system it may still be eligible for award.

Section IV – Representations and Certifications

The Offeror shall complete Section K: Representations, Certifications, and Other Statements of Offerors or Respondents; and provide a copy of electronic annual representations and certifications at www.SAM.gov to include a date and time stamp. Offerors are responsible for ensuring required information under 52.204-24 and 52.204-26 is provided and accurate.

For Offerors claiming status as a Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), or Economically Disadvantaged Woman-Owned Small Business (EDWOSB), Offerors must provide proof of their active certification or pending application for certification in the Dynamic Small Business Search (DSBS). The DSBS website is located at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. The SDVOSB, WOSB, and

EDWOSB representations completed in response to FAR provisions 52.212-3, 52.219-1, or 52.219-28 will not be used for this award.

The Offeror's representations and certifications shall list the NAICS code for this procurement (541330 (Engineering Services) - Exception 3 (Marine Engineering and Naval Architecture)) and their firm's business size for that NAICS code.

Section V – Professional Employee Compensation Plan

The Government is concerned with the quality and stability of the work force to be employed on this contract and any resulting task orders. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For ProTech Weather, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future task order requirements under ProTech Weather. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

The professional employee compensation plan will be incorporated by reference into any resulting IDIQ.

Section VI – Uncompensated Overtime Policy

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For ProTech Weather, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract.

The uncompensated overtime policy will be incorporated by reference into any resulting IDIQ.

Section VII – Organizational Conflict of Interest Mitigation Plan

Offerors shall include their mitigation plan in accordance with the clauses and provisions listed in the solicitation. The Government's request for correction or revision of an Organizational Conflict of Interest Mitigation Plan, at any time prior to award, does not constitute Negotiations or Discussions.

Section VIII – Joint Venture

An Offeror may submit a proposal as a Joint Venture (JV), to include SBA-approved mentor-protégé agreements authorized under 13 CFR § 125.9; however, all proposal submission documents must be in the name of the JV, not individual partners of the JV. Offerors who are JVs may submit a proposal under this solicitation subject to the following conditions:

1. The JV is registered in www.SAM.gov and has a corresponding DUNS Number;
2. The JV meets the definition of a JV for size determination purposes (FAR 19.001);
3. If applicable, the JV must meet the requirements of 13 CFR 125.8;
4. The JV fills out and submits the Representations and Certifications in Section K; and,
5. The Offeror must submit a complete copy of the JV agreement that established the relationship, disclosing the legal identity of each partner of the JV, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the JV arrangement. In addition, the JV must:
 - i. Clearly identify the entities which make up the JV relationship, including disclosure of the primary point of contact for each of the partners of the JV;
 - ii. Disclose the member of the JV that is designated as the "team lead," and clearly explain the specific duties/responsibilities of the "team lead" relative to the other members of the team and to the Government;
 - iii. Describe the specific duties/responsibilities of each partner of the team as they relate to each other and explain the specific duties/responsibilities that each team member has for purposes of contract performance under the IDIQ contract; and
 - iv. Address the duration of the JV, including when it became effective, when it expires, and the basis for termination.

L.11.2.2 Volume II – Demonstrated Technical Experience (Phase I)

Part 1 – Demonstrated Technical Experience Self-Assessment Matrix

The Offeror shall submit a completed copy of the Demonstrated Technical Experience Self-Assessment Matrix (Attachment J-4, Tab 1) detailing which element(s) of the PWS (RFP

Section C.3) the Offeror (including proposed subcontractors(s)/team member(s)) is capable of performing, based on **relevant and recent** demonstrated technical experience.

Demonstrated Technical Experience is hereby defined as “**relevant**” if it a) is greater than, or similar in size, to the majority of ProTech Weather task orders, and b) meets the requirements of an element of the PWS. The majority of Weather Domain Task Orders range in size between \$500,000 and \$10,000,000.

A Demonstrated Technical Experience project is hereby defined as “**recent**” if its period of performance is ongoing AND has had at least a 12 month base period complete, or ended within the past six years of the proposal submission date.

Through the Demonstrated Technical Experience Self-Assessment, the Government intends to gather a high-level understanding of the **breadth** and **depth** of the Offeror’s technical capability and experience as it relates to the elements of the PWS, found at RFP Section C.3.

For the purposes of this solicitation, “**Breadth**” is defined as the extent to which the Offeror’s experience and qualifications correspond to the full list of elements set forth in the PWS.

“**Depth**” is defined as the extent to which the proposed experience and qualifications address the entirety of an individual element set forth in the PWS, found in the RFP at Section C.3.

“**Project**” (also referred to as “example” or “citation”) is defined as Task Order, Call Order, Contract, Subcontract, Grant or Agreement under which elements of the ProTech Weather 2.0 requirements were performed as a planned undertaking with a definite beginning and clear termination point that produces a defined output, bound by constraints such as schedule, costs and quality parameters.

No other tabs/sections within Attachment J-4 may be completed during Phase I. Failure to comply with this requirement may result in a proposal being deemed unacceptable and ineligible for award.

While no other documentation is required for this volume, Offerors should review and consider all Phase II requirements prior to finalizing their Phase I response.

An Offeror need not provide capability for all of the listed services set forth in the PWS to be advised to proceed to Phase II, or be considered for award. Offerors with limited capability may be advised to proceed to Phase II if they are the only firm capable of performing a PWS element, or they demonstrate a high level of technical merit or proficiency for a segment of the PWS services (PWS Section 3.1, 3.2, or 3.3).

L.11.3 ADVISORY DOWN-SELECTION NOTIFICATION

After the Government completes Phase I reviews and based on analysis of the self-assessment matrix scores received, each Offeror will receive an advisory notification via email from the

Contracting Officer. This notification will advise the Offeror of the Government's advisory *recommendation* to (1) proceed or (2) not to proceed with a Phase II submission. Regardless of the advisory recommendation, all Offerors who intend to participate in Phase II shall send an email with their intent to participate to pierre.s.smith@noaa.gov and lucjan.haber@noaa.gov no later than two (2) business days after receipt of the notice (final timeline to be provided in the advisory notification).

As no more than 25 awards are contemplated, the Government anticipates issuing no more than 30 advisory recommendations to proceed. NOAA reserves the right to issue fewer or more advisory notices, depending on the specific distribution of the proximity measures, and element coverage.

Offerors that identify limited experience in Phase I may still be advised to proceed to Phase II and may still obtain an award. Niche vendors (those with strong experience in a PWS element or task area(s)) may be included to broaden vendor capability at the IDIQ level.

Offerors that are rated most highly will be advised to proceed to Phase II of the proposal submission process. Offerors that are unlikely to be viable competitors will be advised not to proceed, along with the general basis for the Government's advisory recommendation. The intent of this advice is to minimize proposal development costs for those Offerors with little-to-no chance of receiving an award.

If an Offeror receives an advisory notification to proceed to Phase II, the Offeror shall follow the instructions of its notification, which will outline the process of confirming their receipt of the advisory recommendation, along with their intent to participate in Phase II. This confirmation and intent may be submitted via email to pierre.s.smith@noaa.gov and lucjan.haber@noaa.gov no later than two (2) business days after receipt of the advisory recommendation, but the actual notification will control the timeline.

If an Offeror receives an advisory notification not to proceed to Phase II, but still chooses to participate in Phase II (notwithstanding the Government's advice), the Offeror shall follow the instructions of its notifications, which will outline the process of confirming their receipt of the advisory recommendation, along with their intent to participate in Phase II. This confirmation and intent may be submitted via email to pierre.s.smith@noaa.gov and lucjan.haber@noaa.gov no later than two (2) business days after receipt of the advisory recommendation, but the actual notification will control the timeline.

After the Government receives notices from Offerors stating their intent to participate in Phase II, the Government will email at its earliest convenience all Phase II Offerors with due dates and final instructions for all Phase II submissions, including the link to schedule the Offeror's oral presentation, the questions that must be addressed during the oral presentation, and the link for the Past Performance Questionnaire.

The Government recommends Offerors not begin preparation of Phase II proposals until after receipt of the Phase I advisory notification.

Failure to participate in Phase I of the procurement precludes further consideration of an Offeror. Phase II submissions will not be accepted from Offerors who have not submitted Phase I proposals by the due date and time stated in this solicitation.

The Advisory Notification is the only notice the Government will provide from Phase I; debriefings will not occur at the end of Phase I.

L.11.4 Instructions for Phase II

This phase requires a further written submission (Volumes II, IV, and V), and an oral presentation (Volume III).

L.11.4.1 Volume II – Demonstrated Technical Experience (Phase II)

Part 2 – Demonstrated Technical Experience Validation Matrix

The Offeror shall submit a completed copy of the Demonstrated Technical Experience Validation Matrix (Attachment J-4, Tab 2) detailing which element(s) of the PWS the Offeror (including proposed subcontractors(s)/team member(s)) is capable of performing. Through the Validation Matrix, the Government intends to meet the following objectives:

1. Ensure that the responses in Phase II accurately align with the information that was provided during Phase I, noting that a high degree of contradictory or unsubstantiated information will negatively affect the proposal's rating;
2. Gather a clear understanding of which team member has experience in each element (Prime versus Subcontractor/Teammate); and
3. Collect data for future market research needs at the task order level.

Part 3 – Demonstrated Technical Experience Written Submission

The Offeror shall demonstrate its understanding and experience working within the elements of the PWS. It is the Offeror's responsibility to ensure that the information contained within each element narrative is relevant, and addresses the entirety of the element as written in RFP Section C.3.

The experience provided shall align with the elements selected and mapped in Attachment J-4, and incorporate the contents and format of the "Demonstrated Technical Experience Form" in Attachment J-5. **Additional content (such as elements provided in Part 3 that were not included in Parts 1 and 2) will NOT be evaluated, and no more than 15 total Demonstrated Technical Experience projects/examples may be included in this submission.**

It is the Offeror's responsibility to demonstrate their experience in their proposal. The projects/examples shall specify which company (Prime or Subcontractor/Teammate), performed the work. The Offeror should also provide descriptions of any unique competencies or innovative processes/solutions that could provide additional benefit to the Government.

See section L.10 for guidance concerning what may not be considered a demonstration of relevant technical experience for this factor.

Offerors should note that the Government's evaluation of Experience under Factor I is separate and distinct from its evaluation of Factor III (Past Performance).

An Offeror need not provide capability for all of the listed services set forth in the PWS to be considered for award.

L.11.4.2 Volume III – Management Approach (Oral Presentation)

1352.215-71 INSTRUCTIONS FOR ORAL PRESENTATIONS (APR 2010)

The Government intends to conduct oral presentations with the Offerors in Phase II as part of the evaluation process. Oral presentations will be conducted virtually (online).

Phase II Offerors will be provided with a link to allow them to schedule their oral presentations by selecting available dates and times. Once a presentation date and time are confirmed, rescheduling is at the discretion of the Contracting Officer.

(End of provision)

Oral Presentations - General Instructions

Included in the Phase II instructions that all Phase II Offerors will receive will be the details on what must be addressed in the Management Approach oral presentation. These details will not be provided to any party prior to the release of the Phase II instructions.

Offerors may submit slides to accompany their oral presentations. The slide limit is 20 slides; however, the Offeror is reminded to consider that the oral presentation is time-limited, and is encouraged to consider how many slides can be adequately covered during the oral presentation. The slides are only intended to serve as a visual aid/summary/talking point.

The purpose of the session is for the Offeror to verbally present the answers and to interact with the government personnel. Slides WILL NOT BE EVALUATED. Slides are limited to a minimum font-size of 18, either Arial or Times New Roman. If there are graphics or tables

included, then a font size no smaller than 12 is permitted. The slide size must be in Standard (4:3) format.

The content of the oral briefing is being evaluated, including any question-and-answer responses, and any material not presented at the oral briefing will not be considered in the evaluation regardless of if it was included in the slide deck.

The 20 slides, if submitted with the oral presentation, WILL NOT BE EVALUATED, but may be used as a reference for evaluation. Only the content of the oral presentation itself will be evaluated for Management Approach.

No cost/price information shall be included in the presentation narrative or briefing slides. Such information will not be evaluated under Factor 2, Management Approach and inclusion of such information may be deemed a compliance issue.

Exchanges during Oral Presentation: The Government intends for the oral presentation to be an interactive dialogue between the Offeror and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions.

Location: Oral presentations will be held virtually using Google Meet. Phase II Offerors will be provided with a link to allow them to schedule their oral presentations by selecting available dates and times. The Offeror retains full responsibility for ensuring its participants are able to gain access into the oral presentation location.

Offeror Participants: The Offeror's participants in the oral presentations shall include the anticipated IDIQ Manager. No more than three (3) total Offeror Participants shall attend the oral presentation. **Attendees are limited to the Prime Offeror only.** The only exception to this would be if a team is proposing as a Joint Venture (JV).

All attendee information shall be provided at time of registration. Any changes to participants must be submitted via email to pierre.s.smith@noaa.gov and lucjan.haber@noaa.gov. Offerors shall be mindful of their oral briefing participants. The participation of an individual at more than one oral briefing may be grounds for dismissal and immediate rejection of the Proposal.

Format for Oral Presentation: The Government intends for the virtual oral presentation to proceed as follows:

Oral Presentation Component		Total Time Allotted
1	Introductions and Rules of Engagement	Not specified
2	The Offeror shall present its Management Approach presentation	45 minute limit

3	The Government will caucus prior to interactive dialogue	Approx. 15 minutes
4	The Government and Offeror will participate in an interactive dialogue related to the information presented by the Offeror during the Management Approach presentation	30 minute limit
5	The Offeror departs	Not specified
6	The Government may conduct an on-the-spot consensus evaluation	N/A

Rules of Engagement for Oral Presentations:

1. The Offeror's presentation team shall consist of the anticipated IDIQ Manager and up to two other individuals. Although the two other people can be supporting any other key roles, the team is expected to be able to answer any questions. Attendees are limited to the Prime Offeror only. The only exception to this would be if a team is proposing as a Joint Venture (JV).
2. The Government WILL NOT ask questions about information contained in an Offeror's submission for Phase I. Phase I submissions will be submitted and evaluated prior to Oral Presentations being conducted.
3. The Government WILL NOT ask questions about any information contained in an Offeror's submission outside the Management Approach factor.
4. The Offeror may not generally ask questions during the oral presentation. Any questions asked must be directed to the Contracting Officer, and should only deal with logistics and conduct of the oral presentation.
5. Oral presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Offeror to change its offer. The Offeror shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct exchanges.
6. The Offeror's participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.

L.11.4.3 Volume IV – Past Performance

Offerors shall submit past performance information for three to eight contracts having performance within the past five years (from the date of proposal submission). No less than three of the cited references shall be for the prime or JV. Each Past Performance reference must be related to one or more of the Demonstrated Technical Experience projects/examples cited in the Offeror's Volume II, Parts 2 and 3.

Offerors may not submit Base IDIQ Contracts or Blanket Purchase Agreement (BPA) References within this Volume; however, Offerors may submit individual Task Orders awarded under an IDIQ or BPA Contract. If Offerors submit Base IDIQ or BPA

references, NOAA will not evaluate these references. For example, an Offeror may not submit Past Performance for a ProTech IDIQ award, but may submit a Task Order under that IDIQ as a project.

Past performance submissions that are not **recent and relevant** will not be considered in the evaluations.

Recent past performance is hereby defined as a project for which its period of performance is ongoing AND has had at least a 12 month base period complete, or ended within the past six years of the proposal submission date.

Relevant past performance is hereby defined as experience on a project that a) is greater than, or similar in size, to the majority of ProTech Weather task orders, and b) meets the requirements of an element of the PWS. The majority of Weather Domain Task Orders range in size between \$500,000 and \$10,000,000.

The Offeror proposing as a Prime may include past performance information for contracts in which they performed as a subcontractor which are relevant to this solicitation. In selecting past performance examples, the Offerors should bear in mind the Government will evaluate the extent to which the past performance examples performed are relevant to the PWS elements of this solicitation.

Offerors may submit references from teammates/subcontractors. Joint Ventures shall submit past performance information for the JV or each partner to the JV, if necessary. Commercial past performance may be submitted.

This volume shall be organized into the following sections:

Section I – Reference Information

This section shall first include a table that clearly outlines which Demonstrated Technical Experience (Factor I) example each past performance reference is related to and whether they have been submitted as CPARS documents, or Past Performance Questionnaire (PPQ).

Example:

Past Performance Reference #	Demonstrated Technical Experience Example #	Submitted as CPARS Report	Submitted as PPQ
1	3	X	
2	7		X
3	8		X

4	11	X	
5	12	X	
6	14	X	
7	17		X
8	20	X	

This section shall then include the following information:

- a. Contract place of performance, CAGE Code and DUNS/SAM Unique ID Number (as applicable).
- b. Government contracting activity/commercial entity's name, current address, and telephone and fax numbers; and Procuring Contracting Officer/commercial reference's name, email address, and telephone number.
- c. Government technical representative/COR/commercial reference's name, current email address, and telephone number.
- d. Government contract administration activity's name, current address, and telephone number; if delegated, the Administrative Contracting Officer's name, current email address, and telephone number.
- e. Contract Number (if applicable, include both the IDIQ/BPA number, and the Delivery/Task Order Number).
- f. Contract Type (specified type, such as Firm Fixed Price, Cost Reimbursement, Time and Materials, etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- g. Total award value, including options (whether exercised or not).
- h. Original delivery schedule, including dates of start and completion of work. Final or projected final delivery schedule, including dates of start and completion of work.

Section II – Project Description and Performance

Offerors shall provide a narrative description for each contract listed in Section II above. This narrative shall describe the contract objectives, how these objectives were achieved, and detail how the effort is relevant to the requirements of this solicitation. Descriptions shall address all aspects of performance quality, including the Offeror's record of:

1. Project title, contract number, agency/company name, and point of contact information;
2. Conforming to contract specifications to include the timely supply of personnel resources;

3. Maintaining program execution within proposed price;
4. Adherence to contract schedules;
5. Ability to resolve technical problems quickly and effectively;
6. Professional concern for the interest of its customers;
7. Establishing and maintaining adequate management of subcontractors; and if applicable,
8. Compliance with small business subcontracting goals.

For any contracts that did not/do not meet original schedule or technical performance requirements, Offerors are to provide a brief explanation of the reason(s) for the variances and any corrective action(s) taken to avoid recurrence. The Offeror shall also provide a copy of any Cure Notice or Show Cause Letter (copies shall not be included in page limit) received on each contract listed and a description of any resultant corrective action implemented. Additionally, the Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination. Offerors shall indicate their own assessment of their performance with supporting rationale.

Section III – Past Performance Questionnaire (PPQ) or Contractor Performance Assessment Reporting System (CPARS) Report

If submitting a PPQ, the Offeror must have a PPQ completed and submitted by the past performance reference responsible for the past/current contract. If submitting a CPARS Report, the CPARS Report for the most recent period of performance shall be submitted within this section as the PDF printed directed from the CPARS.gov website, unaltered.

This section shall include a table that clearly identifies the name and email address of the past performance reference requested to complete each questionnaire or, in the case of a CPARS Report Submission, the Assessing Official's name and email address.

Example:

Past Performance Reference #	Reference Name	Reference Email Address
1		
2		
3		
4		
5		
6		
7		
8		

References are requested to complete the questionnaire by the closing date and time of Phase II.

The Offeror shall (1) ensure the reference's contact information is current and accurate, and (2) ensure the assessor is properly notified and given adequate time to complete their assessment. The Government reserves the right to contact any number of references and use sources other than those provided by the Offeror to obtain information related to past performance and prior experience.

L.11.4.4 Volume V – Cost/Price

The Offeror shall provide a price proposal containing the following:

Part 1 - Completed Attachment J-6 Pricing Matrix for Ceiling Rates

The Offeror shall complete and include Attachment J-6 Pricing Matrix for Ceiling Rates, consisting of fully burdened hourly rates (including profit), rounded to the nearest dollar, for each labor category, for each year of performance.

The Offeror should base the rates on the most highly qualified employee or class of employees within a category working in the highest cost location, considering the higher cost of performance at a Government, Contractor, or Work-From-Home site. These ceiling rates are applicable to work taking place in locations within and outside the continental United States.

The labor categories are provided at Attachment J-1. Offerors shall provide labor rates for all labor category levels under each category. Entering "\$0" rates will be considered a failure to provide a rate for that labor category.

Part 2 - Supporting Information

This part shall include Information on how the rates in Attachment J-6 were developed and the rationale for why the Offeror considers them to be reasonable. Offerors shall describe comprehensively and in detail how the rates were developed. In explaining why the proposed rates are reasonable, Offerors shall refer to any comparable rates from existing contracts with federal Government organizations, such as GSA Federal Supply Schedule contracts, and may also reference relevant rate agreements with, or recommendations by, federal Government organizations, Bureau of Labor Statistics Standard Occupational Classification pay information, wage escalation forecasts by reputable forecasting organizations, and any other information that the Offeror considers relevant. To show that proposed rates are comparable to rates from existing contracts or rate agreements, Offerors shall identify and provide the approved specific contract/agreement, labor category(s), labor rate(s), and explain how they are equivalent or justify the proposed rate.

In determining what information to submit in support of the reasonableness of the proposed rates, the Offeror should bear in mind that the Government may choose to award without discussions, so the information submitted with the original proposal may represent the totality of the information that the Government will consider in making its reasonableness determination. **If the Offeror provides rates that the government cannot locate or reproduce based on the information provided, it is possible that those rates may not be deemed reasonable.**

Additionally, if the information provided documents a certain rate, but a higher rate has been proposed, it is possible that the higher rate(s) may not be deemed reasonable. For example, citing a GSA rate for the same year, but escalating the proposed rate beyond the cited rate, may render the proposed rate unreasonable since it is then no longer supported by the existing rate that was found fair and reasonable on another contract.

Offerors are required to propose rates for all labor categories even if they are not proposing on all elements in the PWS. Therefore, failure to offer ceiling hourly rates for all labor categories and all contract periods may result in the Offeror being ineligible for award.

L.12 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Sections A through J. Section K will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the CO prior to award.

L.13 ALTERNATE PROPOSALS

Alternate proposals will not be considered. Offerors may only submit one proposal as the prime contractor or Joint Venture.

(End of Section L)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers or quotations for award purposes by adding the total price for all options to the total price for the basic requirement to determine the total evaluated price. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option.

(End of Provision)

M.2 BASIS FOR AWARD

The Government is conducting this source selection neither as a Lowest Price Technically Acceptable as described in FAR 15.101-2 nor a Tradeoff as described in FAR 15.101-1. Within the best value continuum, FAR 15.101 defines best value as using any one or combination of source selection approaches. For this requirement the best value basis will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price.

The Government requires the highest competence obtainable, as evidenced in this solicitation by a request for a technical proposal and a resultant technical evaluation and source selection.

The Government will review the proposals to determine the Highest Technically Rated Offerors based on three non-price factors of Demonstrated Technical Experience; Management Approach; and Past Performance. These non-price factors are listed in descending order of importance.

The three non-price factors play a dominant role in the basis for award; however, an Offeror whose proposed prices are determined not to be fair and reasonable will not be awarded a contract regardless of the Government's evaluation of the non-price factors of the Offeror's proposal.

The Government intends to make multiple contract awards to responsive and responsible offerors under this solicitation. The Government anticipates that no less than 10, and no more than 25, awards will be made to ensure adequate scope coverage and competition at the task order level. Coverage is defined as each service element being covered by a minimum of two Offerors with strong demonstrated technical experience in those elements.

An Offeror need not provide capability for all of the listed services set forth in the PWS to be considered for award. Offerors with limited capability may obtain a contract if they are the only firm capable of performing a PWS element, or they demonstrate a high level of

technical merit or proficiency for a segment of the PWS services (RFP Section C.3.1, C.3.2, or C.3.3).

The Government intends to award contracts without discussions, but reserves the right to conduct discussions if determined necessary. The Government may conduct clarifications, as described in FAR 15.306(a).

M.3 COMPLIANCE REVIEW

A compliance review will be performed of all proposal submissions to ensure that they are complete and comply with solicitation requirements, to include the proposal schedule and formatting instructions. Offerors who fail to comply with solicitation requirements may be removed from consideration for award and notified, in writing, as soon as practicable.

For example, the Offeror's Administrative Volume (Volume I) will be reviewed to ensure all information required in Section L.11.2.1 of this solicitation is present and complete.

M.4 TECHNICAL EVALUATION

The evaluation criteria represent key areas of importance to be considered in the source selection decision. The Government will assess its level of confidence that the contractor will successfully perform the requirements. Risk assessment is part of the holistic confidence assessment for each factor and may not be separately identified.

The following table below shows the ratings the Government will assign in its evaluation of offers when evaluating **Factor I**:

FACTOR I Rating (Phase II)	Description
High Confidence	The Government has high confidence that the Offeror understands the requirement, has extensive relevant technical experience, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, has relevant technical experience, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, has sufficient relevant technical experience, and will be successful in performing the contract even with Government intervention.

The following table below shows the ratings the Government will assign in its evaluation of offers when evaluating **Factor II**:

FACTOR II Rating	Description
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract even with Government intervention.

The following table below shows the ratings the Government will assign in its evaluation of offers when evaluating **Factor III**:

FACTOR III Rating	Description
Exceptional	The Offeror's performance on previously awarded, recent, relevant contract(s) was consistently of the highest quality and exceeded all contractual requirements to the customer's benefit. Any problems encountered during performance of prior contract(s) were very few in number and/or very minor in nature, and any corrective actions taken were highly effective. The Offeror's past performance record leads to an expectation that the contractor's performance on the contemplated contract will be outstanding.
Very Good	The Offeror's performance on previously awarded, recent, relevant contract(s) was of high quality and met all contractual requirements, while exceeding some contractual requirements to the customer's benefit. Any problems encountered during performance of the prior contract(s) were few in number and/or minor in nature, and any corrective actions taken were effective. The Offeror's past performance record leads to an expectation that the contractor will be very successful in performing the contemplated contract.
Satisfactory	The Offeror's performance on previously awarded, recent, relevant contract(s) was of adequate or better quality and met contractual requirements. Any problems encountered during performance of the prior contract(s) were addressed and corrective actions taken were effective for the most part. The Offeror's past performance record leads to an expectation that the contractor will be successful in performing the contract.
Neutral	The Offeror lacks a record of recent, relevant, or available past performance history. There is no expectation of either successful or unsuccessful performance. A rating of neutral is neither favorable nor unfavorable.
Marginal	The Offeror's performance on previously awarded, recent, relevant contract(s) was of low quality and did not meet some contractual requirements. The Offeror's performance reflected some serious problems that the Offeror failed to identify,

	failed to correct in a timely manner, and/or took corrective actions that were only partially effective. Performance of completed contract(s) was consistently of mediocre quality. The Offeror's past performance record leads to an expectation that successful performance of the contemplated contract may be difficult without high levels of Government management and oversight.
Unsatisfactory	The Offeror's performance on previously awarded, recent, relevant contract(s) was of consistently poor quality and did not meet most contractual requirements. The Offeror's performance reflected very serious problems that the Offeror failed to identify and/or correct, or for which corrective actions implemented were mostly ineffective. The Offeror's past performance record leads to an expectation that the Offeror will not achieve successful performance of the contemplated contract without excessively high levels of Government management and oversight.

M.4.1 Relevant Technical Experience (Factor I)

M.4.1.1 Phase I

To evaluate Factor I (Phase I), the Government will review the information contained in Volume II - Part 1 (see RFP Section L.11.2.2).

The Government's evaluation will quantify an Offeror's technical experience based on the level of breadth and depth in an Offeror's self-assessment of its **recent** and **relevant** demonstrated technical experience.

Phase I of the evaluation is a contractor self-assessment of the breadth and depth of its recent and relevant technical experience (which must be validated and demonstrated in Phase II, if the Offeror participates in Phase II).

- Demonstrated Technical Experience is hereby defined as "**relevant**" if it a) is greater than, or similar in size, to the majority of ProTech Weather task orders, and b) meets the requirements of an element of the PWS. The majority of Weather Domain Task Orders range in size between \$500,000 and \$10,000,000.
- Demonstrated Technical Experience project is hereby defined as "**recent**" if its period of performance is ongoing AND has had at least a 12 month base period complete, or ended within the past six years of the proposal submission date.

NOAA does not expect any one contractor to be able to perform all PWS elements. In fact, as with the original ProTech Weather Domain, NOAA favors awarding IDIQ contracts to a set of service providers who **collectively** can perform all of the listed services, and can provide NOAA with competition for coverage of services at the task order level.

For the purposes of this solicitation, "**Breadth**" is defined as the extent to which the Offeror's experience and qualifications correspond to the full list of elements set forth in the PWS.

Notionally ideal breadth is identified as experience with 36 of the 73 elements (49.315%).

"**Depth**" is defined as the extent to which the Prime Offeror's proposed experience and

qualifications address the entirety of an individual element set forth in the PWS, found in the RFP at Section C.3.

The Phase I evaluation tool (Attachment J-4, Phase I Tab) leads Offerors through the process of self-assessing their breadth and depth of experience measures. The tool is implemented in a Microsoft Excel spreadsheet and lists the 73 PWS elements. For each element, the Offeror will select the depth of technical experience that the Offeror feels best describes its experience from a drop-down list.

Choices in the drop-down list include:

My company has EXTENSIVE demonstrated technical experience from **three** projects (PE)
My company has MODERATE demonstrated technical experience from **two** projects (PM)
My company has LIMITED demonstrated technical experience from **one** project (PL)
My TEAM has demonstrated technical experience from **one to three** projects (T)
No demonstrated technical experience (X)

In the list above, the “P” in (PE), (PM), and (PL) stands for “Prime” (i.e., this example was completed by the Prime for this proposal), and (T) stands for “Teammate/Subcontractor” (i.e., this example was completed by a Teammate/Subcontractor for this proposal).

All demonstrated technical experience projects must fall within the definitions of recent and relevant, as provided above.

When assessing experience, a distinction must be made between work credited to a prime contractor and work credited to a teammate/subcontractor. In Phase I, only Prime experience will be evaluated. However, Teammate experience will be evaluated in Phase II, and must therefore be entered in Phase I.

To quantify self-assessed depth, 3 points are given for each Prime Extensive (PE) selection, 2 points for each Prime Moderate (PM) selection, and 1 point for each Prime Limited (PL) selection. No points are given for Team experience (T) or for no technical experience (X). With depth of capability so quantified, an Offeror’s breadth of capability and depth of capability are defined accordingly:

- **Breadth of capability** is the percentage of the 73 PWS elements in which a Prime contractor selects some degree of technical experience. For example, an Offeror that selects “My company has MODERATE demonstrated technical experience from **two** projects (PM)” for 33 of the 73 PWS elements, and leaves the remaining 40 at the default setting of “No demonstrated technical experience (X)”, would have a breadth of capability of $33/73 = 0.452$, or 45.2%.
- **Depth of capability** is also calculated as a percentage. With 73 service elements and a highest possible rating of 3 for each, the maximum possible **points for technical capability** is $73 \times 3 = 219$. Depth of capability is then calculated as the **percentage of the maximum eligible points for technical capability, based on the self-assessed breadth**. Continuing the above Breadth of capability example, an Offeror that **self-scores a rating of** “My company has MODERATE demonstrated technical experience from **two** projects

(PM)” for 33 PWS elements would have (33 x 2) 66 points for technical capability of a maximum eligible (33 x 3) 99 points, and a depth of capability measure of 66/99 = 0.667, or 66.7%.

For a more detailed illustration, suppose an Offeror **selects a rating of PE for 20 services, a rating of PM for 10 services and a rating of PL for 6 services.** The Offeror’s breadth of capability and depth of capability measures would be calculated as follows:

- Breadth of Capability = $(20 + 10 + 6)/73 = 36/73 = 0.493$ or 49.3%
- Depth of Capability = $(20 \times 3 + 10 \times 2 + 6 \times 1) / (36 \times 3) = 86/108 = 0.796 = 79.6\%$

These calculations are automatically performed by the spreadsheet and displayed at the bottom of the “Phase I - Self Assessment” tab of the workbook.

Based on Offeror’s breadth and depth measures, the Government will issue an advisory notice to proceed to a set of Offerors. The Government will assess the optimal number of Offerors considering both breadth and depth dimensions. Optimal will be judged based on proximity to a notional ideal Offeror who performs a “Target Breadth” of 36 PWS elements (i.e. breadth of capability = $36/73 = 0.493$) and performs all services at the highest possible level, or a selection of PE (scored at 3 points) for all 36 services (i.e. depth of capability = 1.0). “Proximity” to this idealized Offeror is calculated as a linear distance on a two-dimensional plane using the square root of the sum of the squares of the differences from the target breadth (0.493) and maximum depth (1.0) measures.

$$\sqrt{(Target\ Breadth - Offeror's Breadth\ Score)^2 + (Maximum\ Depth - Offeror's Depth\ Score)^2} = \text{Proximity Measure}$$

Continuing the example above, suppose an Offeror (Offeror 1) self-assessed a breadth of capability measure of 0.493 and a depth of capability measure of 0.796. The proximity measure for these depth and breadth measures would be:

$$\sqrt{(0.493 - 0.493)^2 + (1.0 - 0.796)^2} = \mathbf{0.204}$$

In addition, suppose another Offeror (Offeror 2) self-assessed a breadth of capability measure of 0.521 (38 of 73 PWS elements) and a depth of capability measure of 0.526. The proximity measure for these depth and breadth measures would be:

$$\sqrt{(0.493 - 0.521)^2 + (1.0 - 0.526)^2} = \mathbf{0.475}$$

The set of Offerors who would be advised to advance to Phase II is the set of Offerors with the lowest proximity measures (nearest to 0) that also provides for competitive coverage of all 73 service elements. Offerors with limited breadth may be advised to proceed to Phase II if they are the only firm capable of performing a PWS element, or they demonstrate a high level of technical merit or proficiency for a segment of the PWS services (RFP Section C.3.1, C.3.2, or C.3.3). Coverage is defined as each service element being covered by a minimum of two capable Offerors.

In the examples above, **due to its smaller proximity measure**, Offeror 1 would be better situated than Offeror 2 to be advised to move to Phase II. However, whether Offeror 1 (or Offeror 2 for that matter) is actually advised to advance to Phase II will depend on whether or not competitive coverage of all 73 service elements has been fulfilled by any other Offerors with lower (closer to 0) Proximity Measures.

NOAA reserves the right to select fewer or more than the Optimal number of Offerors for Phase II, depending on the specific distribution of the proximity measures. ***It is critical to note that this proximity formula treats breadth of capability and depth of capability as equally important because NOAA requires both.*** However, when differentiating between contractors with identical proximity measures/scores (when rounded to three decimal places), the Government will favor the Offeror with the greater Depth of capability.

M.4.1.2 Phase II

To evaluate Factor I (Phase II), the Government will review the information contained in the Offeror's Volume II - Parts 2 and 3 (see RFP Section L.11.4.1).

The Government will assess its degree of confidence in an Offeror's understanding of and experience in performing work that is relevant to the elements of the PWS.

It is the Offeror's responsibility to demonstrate their technical experience in their proposal. For example, the Offeror must demonstrate that the relevant experience examples provided in Phase II align with the levels of experience provided in Phase I. **Additional content (such as elements provided in Part 3 that were not included in Parts 1 and 2) will NOT be evaluated, and no more than 15 total Demonstrated Technical Experience projects/examples may be included in this submission.** If the Government detects a high degree of contradictory or unsubstantiated information submitted in an Offeror's proposal, it may lead to a decrease in confidence during evaluations. The Offeror is required to ensure all proposal information submitted is verifiable.

M.4.2 Management Approach (Factor II)

To evaluate Factor II, the Government will review the spoken information presented in the Management Approach presentation (see RFP Section L.11.4.2). *The slides to be submitted with the oral presentation **WILL NOT BE EVALUATED** for Management Approach.*

The Government will assess its degree of confidence in the Offeror's understanding of the requirement, the soundness of their approach, and the level of their ability to perform the contract, based on the areas that will be covered in the oral presentations (to be provided with further instructions in the Phase II advisory notices).

The Government will consider the Offeror's approach, and the risks associated with the approach proposed by the Offeror, to arrive at a confidence assessment of the Offeror's likelihood of successfully performing the work and meeting NOAA's and NWS's objectives.

M.4.3 Past Performance (Factor III)

To evaluate Factor III, the Government will review the information contained in Volume IV (see RFP Section L.11.4.3).

The Past Performance evaluation will assess the degree of confidence the Government has in an Offeror's ability to supply services that meet the user's needs, based on a demonstrated record of performance. Past Performance will be evaluated based on the recency, relevancy and quality of the Offeror's past performance. Past performance submissions that are not recent and/or not relevant will not be considered in the evaluations.

Recent past performance is hereby defined as a project for which its period of performance is ongoing AND has had at least a 12 month base period complete, or ended within the past six years of the proposal submission date.

Relevant past performance is hereby defined as experience on a project that a) is greater than, or similar in size, to the majority of ProTech Weather task orders, and b) meets the requirements of an element of the PWS. The majority of Weather Domain Task Orders range in size between \$500,000 and \$10,000,000.

Each Past Performance reference must be related to one or more of the Demonstrated Technical Experience examples cited in the Offeror's Volume II, Parts 2 and 3.

The Government reserves the right to consider and evaluate all aspects of the Offeror's past performance that is considered relevant to this procurement. The Offeror's past performance may be evaluated based on in-depth evaluation of information obtained from Contractor Performance Assessment Reporting System (CPARS), past performance questionnaire responses, interviews with other sources known to the Government, and/or any information which may be obtained by the Government from sources other than those identified by the respondent.

A strong record of recent and relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. A more recent and/or relevant past performance record may be considered more favorably than a less recent and/or relevant record. If a joint venture (JV) is proposed, the past performance of the JV - or the individual companies that form the JV - will be treated as the prime when evaluating past performance.

In accordance with FAR 15.305(2)(iv), Offerors with no recent or relevant past performance will result in assignment of a "Neutral" rating, indicating neither a favorable or unfavorable evaluation rating.

M.5 COST/PRICE EVALUATION (Factor IV)

To evaluate Factor IV, the Government will review the information contained in Volume V (see RFP Section L.11.4.4).

The Government will evaluate the proposed ceiling hourly rates submitted by each Offeror in the completed Cost/Price Template for Ceiling Rates (Attachment J-6). A price analysis will be conducted in accordance with FAR 15.305(a)(1) and as described at FAR 15.404-1(b) to determine that the ceiling hourly rates proposed by the Offeror are fair and reasonable.

M.6 COMPETITIVE RANGE

A competitive range *may* be established during Phase II, though the Government intends to award without discussions. The competitive range of Offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). Offerors are advised that, in accordance with FAR 52.215-1, if the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.7 Innovative Procurement Techniques

This solicitation encompasses several innovative procurement techniques. To increase transparency of them with industry, they are listed below. You can review them more in depth in the [Periodic Table of Acquisition Innovation \(PTAI\) PDF Playbook](#) which includes a full tile sharing the description, problems solved, benefits of use, small business benefit, and real sample documents (including training aids) for each.

- [Confidence Ratings](#)
- [Down-Selects](#)
- [HTRO-RP](#)
- [On-the-Spot Consensus](#)
- [Oral Presentations](#)

(End of Section M)