



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NCNL0000-19-01271	PAGE 1 OF 41
2. CONTRACT NO. 47QRAA19D007T	3. AWARD/EFFECTIVE DATE SEP 19, 2019	4. ORDER NUMBER 1305M419ANCNL0007	5. SOLICITATION NUMBER 1305M419BNCNL0002	6. SOLICITATION ISSUE DATE AUG 01, 2019	
7. FOR SOLICITATION INFORMATION CALL:  a. NAME KENYADA CORLEY KENYADA.CORLEY@NOAA.GOV			b. TELEPHONE NUMBER (No collect calls) 301-628-1378	8. OFFER DUE DATE/ LOCAL TIME AUG 19, 2019 3:00 PM ET	
9. ISSUED BY SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE SSAD	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 15M		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 15 Days 5% Net 0	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Schedule		CODE	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR. LYNNE CARBONE & ASSOCIATES INC 7910 WOODMONT AVE STE 1140 BETHESDA MD 20814		CODE 00006046	16. ADMINISTERED BY SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910		CODE SSAD
CAGE: 1UWJ0 TIN: 521927039 TELEPHONE NO. 301-765-7690		FACILITY CODE	18a. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE, AOD 20020 CENTURY BLVD GERMANTOWN MD 20874		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print) Lynne Carbone, President		30c. DATE SIGNED 9/20/19	31b. NAME OF CONTRACTING OFFICER (Type or print) KENYADA CORLEY 301-628-1378 KENYADA.CORLEY@NOAA.GOV		31c. DATE SIGNED SEP 19, 2019

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

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I. OVERVIEW

The Professional and Technical (ProTech) services solution is a suite of multiple-award Indefinite Delivery, Indefinite Quantity (IDIQ) and other contract vehicles consisting of five Domains: Satellite, Ocean, Fisheries, Weather, and Enterprise Operations. These Domains provide resources in support of the National Oceanic and Atmospheric Administration (NOAA) to include its Line and Staff Offices.

This single award BPA is to a Woman Owned Small Business who will provide administrative management and general management consulting services under North American Industry Classification System (NAICS) Code 541611 and General Services Administration (GSA) Federal Supply Schedule (FSS) - Mission Oriented Business Integrated Services (MOBIS) Schedule 874 Special Item Number 874 1.

The scope of work (i.e. Statement of Work) under this BPA is defined Section III.

A. CONTRACT TYPE, PRICING, AND PROJECT SCHEDULING

Contract Number 1305M419ANCNL0007 is a single-award BPA to a Woman-Owned Small Business for facilitation, consultation and training support services under the ProTech Enterprise Services Domain. This contract is a Firm Fixed Price (FFP) BPA and will allow for call orders to be issued on a FFP.

It is anticipated that this BPA is for a one (1) year base period from the date of award and four (4) one-year optional periods, for a total period of performance of five (5) years if all options are exercised. There is no guarantee that the options will be exercised on this BPA.

Government personnel will be responsible for the overall scheduling of project activity and will provide the Contractor with scheduling information as appropriate.

The Contractor shall supply all necessary personnel, supervision, services, materials, and other items as required by the Call Order Statement of Work (SOW).

B. ORDERING PROCEDURES

1. The primary client of this BPA will be the offices of NOAA's National Ocean Service (NOS). Other NOAA Line and Staff offices may also use this BPA if their requirements are covered herein.
2. **Ordering Procedures**

Only delivery orders or credit card orders placed by an authorized user shall be fulfilled under this BPA.

 - a. **Authorized Users:** NOAA Contracting Officers, Field Delegates and Government Purchase Card Holders are eligible to place orders under this BPA. Use of this BPA shall be limited to NOAA only.
 - b. **Delivery Tracking:** Contractor shall maintain an order tracking system that permits the NOAA to ascertain the location of an order between the time the order leaves the Contractor's facility and delivery and acceptance at the destination.

C. ESTIMATED BPA AMOUNT

The estimated amount of this BPA is \$9,695,011.85.

D. DISCOUNT

The estimated amount includes a 5% discount across all of the Contractor's GSA Schedule labor categories and rates inclusive of the GSA Schedule prompt payment discount of 1% for 15 days.

II. CONTRACT: TERMS AND CONDITIONS, CLAUSES/PROVISIONS, AND BY REFERENCE TERMS AND CONDITIONS

1. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions/clauses of this BPA and the Contractor's invoice, the provisions of the Contractor's GSA Contract Number 47QRAA19D007T will take precedence.
2. All terms and conditions of the GSA Contract Number 47QRAA19D007T shall remain in full force and effect and are incorporated herein.
3. The services described in the scope of work (see Section III) can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the BPA and the Contractor's GSA Contract Number 47QRAA19D007T except as specifically stated herein.
4. The Contractor will receive a copy of the Contracting Officer's Representative Delegation and Appointment Memorandum by the contract start date or a reasonable time thereafter.
5. All information regarding place of performance, destination of deliverables (if any), and period of performance will be identified in each call order issued under this BPA. In cases of shutdown or furlough (or in other instances which cause the Government facility to be closed), contact the BPA Level Contracting Officer's Representative (COR) for guidance.
6. Support services covered under the scope of work (i.e. SOW) may require the Contractor to travel within the Continental United States (CONUS), Alaska, and Hawaii.
7. This BPA does not obligate any funds. The Government is obligated only to the extent specified in the orders issued under this BPA.
8. The Government has no minimum guarantee or maximum ordering limitation under this BPA.
9. The duration of this BPA is:

Base Period	October 1, 2019 through September 30, 2020
Option Period One	October 1, 2020 through September 30, 2021
Option Period Two	October 1, 2021 through September 30, 2022
Option Period Three	October 1, 2022 through September 30, 2023
Option Period Four	October 1, 2023 through September 30, 2024

A. CLAUSES/PROVISIONS

1. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

2. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

3. 1330-22.000-70 IMPLEMENTATION OF NOAA POLICY ON SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE WHEN CONTRACTING FOR SERVICES

(a) This policy implements NOAA Administrative Order (NAO) 202-1106, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (26 Feb 2018)*, as it pertains to contractor employees in the performance of service contracts as set forth below. For the purposes of this policy, the term contract includes orders (e.g. purchase orders, task orders, or calls).

I. Contracts for services (*except* for services for the use of vessels).

A. As set forth in the NAO, the NOAA policy to maintain a work environment free from sexual assault and sexual harassment is applicable to contractor employees. As prescribed by 1330-22.000-70(b)(1), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-70, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy*.

B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. This training, which must include specific required elements, shall be provided by the contractor to contractor employees assigned to perform under the contract initial in-processing and annually thereafter, as applicable. A link to the required training elements is provided at: http://www.ago.noaa.gov/quicklinks/harassment_training.html. Additional resources to assist the contractor will be provided by the NOAA Workplace Violence Program Manager. The contractor's training outline is subject to periodic review by the NOAA Workplace Violence Program Manager, Contracting Officer's Representative (COR), and/or contracting officer (CO) to ensure all NOAA required elements are addressed.

C. The COR or CO for the contract shall ensure that the contractor provides evidence (by name and date completed) that the contractor employees performing on the contract have completed the mandatory training required (1) after initial contract award or the date a contractor employee is assigned to perform under the contract and (2) annually thereafter during the term of the contract in

accordance with the timeframe established in the solicitation and contract language. The evidence of the initial and annual (where applicable) training completion shall be retained in the COR file/contract file.

D. In the case of a reported incident of sexual assault or sexual harassment involving a contractor employee, the CO and COR (if assigned) shall work together with the contractor to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable). This may involve contacting the NOAA Civil Rights Office and/or the NOAA Workforce Management Office. When handling such an incident, care must be taken to ensure there is no appearance of personal services or an employer-employee relationship between the Government and the contractor. In addition, if the incident involving a contractor employee also involves a NOAA employee, the CO and COR must follow the guidance set forth under NAO 202-1106, as it pertains to NOAA employees.

E. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training requirements set forth in the solicitation and contract language, may result in one or more remedies available to the Government.

4. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)

The performance of this contract requires Contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. The Contractor shall insert this clause in all subcontracts when the Subcontractor is required to have access to a Federally-controlled facility or access to a Federal information system.

5. 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:

Kenyada Corley
Contracting Officer
National Oceanic and Atmospheric Administration
Acquisition and Grants Office/SSAD
1325 East West Highway, SSMC 2, Room 11394
Silver Spring, MD 20910

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

Michael Conroy, Deputy Director, Strategic Sourcing Acquisition Division
NOAA Acquisition and Grants Office, SSMC 2, Room 11430
1325 East West Highway
Silver Spring, MD 20910

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
FAX: (202) 482-5858

6. CAR 1352.233-71 GAO and Court of Federal Claims Protests (APR 2010)

a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

c) 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
FAX: (202) 482-5858

7. FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that-

- (1) Is exempt from disclosure under the Freedom of Information Act ([5 U.S.C. 552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are-
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from-
 - (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - (iii) Services provided in exchange for honorariums or travel expense reimbursements;
 - (iv) Research funding or other forms of research support;
 - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - (vi) Real estate investments;
 - (vii) Patents, copyrights, and other intellectual property interests; or
 - (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall-

- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by-
 - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household.
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each covered employee to update the disclosure statement whenever the employee’s personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
- (2) For each covered employee-

- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
 - (3) Inform covered employees of their obligation-
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
 - (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
 - (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
 - (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-
 - (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
 - (c) Mitigation or waiver.
 - (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-
 - (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
 - (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
 - (3) The Contractor shall-
 - (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
 - (d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-
 - (1) That exceed \$150,000; and
 - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).
- known).

8. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) Definitions. As used in this clause—
 - “Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

B. CLAUSES INCORPORATED BY REFERENCE

ADDENDUM CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010): All printing will be done by the Government. The Contractor will not be reimbursed for printing expenses. The Contractor may provide the Government a master copy of any material that may need to be printed

CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

CAR 1352.231-71 DUPLICATION OF EFFORT (APR 2010)

FEDERAL ACQUISITION REGULATION (FAR) 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(Incorporated by reference; available at <https://acquisition.gov>)

FAR 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Incorporated by reference; available at <https://www.acquisition.gov>)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Incorporated by reference; available at <https://www.acquisition.gov>)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(Incorporated by reference; available at <https://www.acquisition.gov/far>)

FAR 52.245-9 USE AND CHARGES (APR 2012)

(Incorporated by reference; available at <https://www.acquisition.gov/far>)

III. SCOPE OF WORK

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

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

The primary client of this BPA will be the office of NOAA's National Ocean Service (NOS). Other NOAA offices may also use this BPA if their requirements are covered herein.

NOS supports the health and safety of our nation's coastal and oceanic environment and provides a wide range of products and services, established on the best scientific basis, for the protection of life, property and the environment. NOS continues to execute a strategy that creates an integrated coastal stewardship capability.

This capability is highly responsive and adaptable to meet customer needs and ensures a balance of environmental and economic objectives. Achieving this mission requires coordinating and marshaling of all NOS capabilities with an integrated, cooperative, and synergistic spirit. NOS management will promote closer cross program interaction and coordination; better corporate decision making, planning, performance accountability, succession planning, customer interaction and infrastructure support.

NOS' offices has the need for many of its efforts (i.e., internal and external workshops, meetings, listening sessions, strategy sessions, etc.) to be facilitated to better enhance communication and cooperation; promote stronger commitment by all NOS managers; and augment team performance and problem solving. In addition, NOS must provide senior executives with fundamental tools and strategies to better equip them for the rapidly changing work environment in the federal government and develop successful leadership skills.

The Contractor shall provide facilitation, executive management consultation, leadership coaching and support for NOS and its Program and Line Offices senior management, program officials and, other NOAA offices. The Contractor should have demonstrated knowledge and experience of Government or similarly situated organizational and program relationships and experience in team building, strategic planning, executive development, communications, organization design, organizational change, and conflict management.

The Contractor must be able to conduct training that provides NOS and other NOAA offices senior executives and managers with new and innovative techniques, methods and strategies for better leadership. The training must teach and help managers develop new skills to enable them to effectively supplement NOS' and other NOAA offices corporate approach of doing business; help executives create a

more responsive organization; identify ways to increase organizational collaboration; and identify ways to motivate and empower employees.

The Contractor shall support all of the National Ocean Service (NOS) and its component Programs and other NOAA offices to include but not limited to:

- NOS Assistant Administrator
- NOS Headquarters Office
- Integrated Ocean Observing System (IOOS)
- NOS Management and Budget Office
- NOS Information Management Division
- Center for Operational and Oceanographic Products and Services
- Coastal Services Center
- Staff Office for International Program
- Office of Coast Survey
- Office of National Geodetic Survey
- Office of Response and Restoration
- National Centers for Coastal Ocean Science
- Office of Ocean and Coastal Resources Management
- Office of National Marine Sanctuaries Division
- NOAA Marine & Aviation Operations (OMAO)
- NOAA Marine Fisheries Service (NMFS)
- Office of Oceanic and Atmospheric Research (OAR)
- National Weather Service (NWS)
- National Environmental Satellite, Data, and Information Service (NESDIS)

A. TASKS

1.1 FACILITATION AND COACHING TASKS

- a) The Contractor will conduct meetings to help the NOS Management Council to focus on the development of an Action Plan that results in a stronger team with increased cooperation between the group members, open and honest communication between the group members, mutual respect and trust within the group, professionalism in all respects of the work environment, and commitment to the mission, resulting in a high level of productivity. NOS requires a neutral team to assist in:
 - i) Using of problem solving techniques
 - ii) Resolving disputes and disagreements
 - iii) Resolving conflicts
 - iv) Increasing cooperation, understanding, and trust between the team members
- b) The conflict resolution facilitation team will emphasize and foster the development of the Action Plan. The objectives that must be included in the development of a successful Action Plan include the recognition and acceptance by the group members of the importance of a fully functional working group for meeting the organization's mission and individual career goals, recognition of each individual's value to the organization, understanding the role of each in the group, and commitment to open, respectful, and clear communications.
- c) Provide conflict resolution services in which the facilitation team will take an active role in the meetings, helping the group to establish an agenda, identify and articulate both their differences of opinion and common ground, and find a balance among competing priorities. The goal is that those

employees involved will participate in activities which will build their capacity for constructive conflict management and strengthen group cooperation, and enabling focused decision making. Sensitive issues that arise must be defined and adequately considered and addressed.

- d) The contractor will provide a facilitator that will team with other consultants, for example, one who specializes in conflict resolution, provided under this or other contracts in collaborative efforts, working groups, and self-directed teams.

1.2 FACILITATION PLAN DEVELOPMENT TASKS

- a) The Contractors approach must be tailored to specifically address and cultivate a successful resolution. The facilitation team should implement the approach that is deemed most appropriate and effective in fostering a resolution between all individuals involved. However, the facilitation service should be conducted formally, with an emphasis on conflict resolution using a systematic approach, working with the group to develop a strategic intervention plan. Success of the facilitation will involve, but not solely rely on the following factors:

- i) Whether the process was time effective
- ii) Whether the resolution was satisfactory and/or do-able
- iii) Whether relationships have improved
- iv) Whether the parties understood opposing viewpoints better

- b) Facilitation service will take place in person either at the NOAA site in Princeton, New Jersey or at a nearby facility and/or other facilities throughout the United States and will involve the participation of all group members. The strategy might include periodic meetings, where, in the intervals between meetings, the solutions/exercises/suggestions proposed by the facilitation team are implemented. Then at the ensuing meetings the effectiveness of such can be evaluated and refined to arrive at a point where the group members are in accord as a result of increased awareness, modified behavior, improved communication, etc. The assessment of the issues can include both individual interviews in which participants may communicate one on one with the facilitation team prior to the group meetings, as well as discuss the issues and work on a resolution as a group.

- c) Support products to be provided by the facilitator will include workbooks, training manuals, slides, videotapes, overhead transparencies, software programs, games, simulations, or case studies. Any support products offered must be supplied in conjunction with services offered.
- d) NOS requires the contractor to prepare a written summary of the engagement if required by the NOS Deputy Director or NOS Director.
- e) Logistical meeting/ conference support and travel are to be provided by the contractor. Travel reimbursement and authorization instructions will be provided by the government in the individual call order for this activity.

1.3 CONSULTING

- a) **SUBJECT MATTER EXPERT CONSULTING SERVICES TASKS**

- i) The Contractor shall support: business process improvement, strategic planning, cost/benefit analyses, information technology (including high performance computing¹), and risk mitigation. The contractor will provide advice by an individual that has authored and published articles or books in a field of expertise².
- ii) The contractor shall use a wide application of principles, theories, concepts, and techniques to develop innovative solutions to complex problems while providing expert advice, assistance, or guidance in support of programs and projects; apply expert knowledge to gather facts, research and analyze the data, and develop conclusions and recommendations; apply expert level advice related to its acquisition and use of high performance computing (supercomputing); assist with other administrative, technical, or scientific areas that NOS may require expert consulting.

b) BUSINESS CONSULTING SERVICES TASKS

- i) The contractor shall perform the following:
 - A) Formulate and implement strategic plans;
 - B) Provide policy planning and analysis;
 - C) Provide business and financial process and reengineering to meet strategic objectives;
 - D) Develop process modeling and simulation;
 - E) Provide high level, cross-functional facilitation, support, and coaching.
 - F) Provide programmatic and/or technical level leadership to accomplish customer driven projects.
 - G) Manage all phases of a program from inception to completion; and
 - H) Provide technical expertise in areas relevant to a major program, exercise, or initiative.

B. DELIVERABLES

- 1) Unless otherwise agreed to, all deliverables under this BPA will be issued by call order and will contain the following, at a minimum:
 - a) Name of Contractor
 - b) GSA FSS Contract Number
 - c) BPA Number
 - d) Call Order Number
 - e) Date of Purchase
 - f) Statement of Work

¹ High Performance Computing (HPC) is the unified system used for solving NOAA's largest computational problems, composed of supercomputer systems and associated communications, analysis, visualization and storage systems, and application and systems software with all components well integrated and linked over a high speed network. The typical application run on the main compute platform is a large, 3-dimensional, multi-physics, floating point intensive simulation requiring a high degree of tightly coupled communication among the job processes. The job process counts generally number from hundreds to tens of thousands, but have reached as high as 1 million for a single simulation. Additional systems supporting the compute platform(s) must support Input/Output; and/or small core count compute intensive; and/or large data set jobs that provide pre-processing for data used by the simulations, as well as post-processing for data produced by the simulations.

² The advice in the field of expertise includes, but not limited to effectively utilizing email and calendar; how to effectively conduct web hosting, administrative computing, etc. See Information Technology Security Requirements for License rights; Third Party Copyright Works; Indemnification; Knowledge Transfer; Restrictions Against Disclosure; Protecting Against Data in Transit and Data at Rest; and Protecting Sensitive Information.

- g) Quantity, unit price, and extension of each item (unit prices and extensions need to be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
 - h) Period of Performance
- 2) Delivery locations will be stated in the individual call order.
 - 3) 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 individual call order.
 - 4) 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.
 - 5) 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.
 - 6) Support products to be provided by the facilitator will be listed in individual call orders.

C. PACKAGING AND MARKING

- 1) 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 CO during the call order.
- 2) All deliverables required under this BPA shall be marked in accordance with Government specifications. At a minimum, all deliverables shall be marked with the call order number and Contractor name. Specific marking requirements may be addressed in call orders.

D. GOVERNMENT TRAVEL AND OVERTIME

1) Travel

Travel may be necessary in order to accomplish certain task(s) contained in individual call orders issued under this BPA. Travel must be deemed necessary and approved in advanced by the individual call order COR prior to the date of travel in order to be paid for by the Government. The request shall include the name of the individual that is proposed to travel, the detailed reason for the travel as it relates to the scope of work, the dates and location of travel, the estimated cost including breakdown of cost (airfare, lodging, per diem), and confirmation that the cost is in compliance with the Federal Travel Regulations (FTR). Travel will be reimbursed in accordance with FAR Part 31 and the FTR, including allowable G&A expenses exclusive of fee. These references can be found at: <https://www.acquisition.gov/browse/index/far> and <https://www.gsa.gov/travel-resources>.

Only in exceptional circumstances will travel be reimbursed at more than applicable rates cited in the FTR, 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.

Anticipated locations for travel are in Section II.B – Place of Performance. When travel is required, the contractor will be required to submit a travel authorization to the CO in advance of the travel. Any travel conducted prior to the receipt of proper written authorization from the CO will be done at the Contractor's own risk and expense. **The contractor and associated staff will make their own travel arrangements and also pay for their own travel costs in accordance with the Federal Travel Regulations.**

2) Overtime

Individual Call Orders will provide for overtime.

If overtime is required, it will be coordinated through the Call Order COR and approved on a case-by-case basis by the Call Order CO in writing. Any overtime worked prior to the receipt of proper written authorization from the Call Order CO will be done at the Contractor's own risk and expense.

E. AUTHORIZATION OF UTILIZATION OF GOVERNMENT VEHICLE

The use of Government vehicles may be necessary in order to accomplish certain task(s) contained in call orders issued under this BPA. The use must be only for official purposes which include transportation: (a) Between places of official business; (b) Between such places and places of temporary lodging when public transportation is unavailable or its use is impractical; (c) Between either paragraph (a) or (b) of this section and restaurants, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health to foster the continued efficient performance of official business; or (d) As otherwise authorized by individual call order.

F. ONSITE/OFFSITE

Individual Call Orders will provide for on-site or offsite performance.

G. 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 BPA and/or call order 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 BPA and/or call order, the Contractor shall immediately notify the Call Order CO and the Call Order Contracting Officer's Representative, 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.

H. INTELLECTUAL PROPERTY RIGHTS

All deliverables are the property of the U.S. Government. All documents, analyses, files (digital or other), reports, notes and photos are to be used only by Contractor personnel assigned to this BPA and Call Orders.

I. CONFIDENTIALITY AND DATA PRIVACY

This BPA and subsequent call orders may require that contractors have access to Privacy Information. Contractors are responsible for maintaining confidentiality of all subjects and materials and may be

required to sign and adhere to a Non-disclosure Agreement (NDA). Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation. Any sensitive information (personally identifiable information, business identifiable information) collected will only be stored on Government furnished equipment and will not be transferred to non-government devices or outside of the government IT network/boundaries.

J. INFORMATION TECHNOLOGY (IT) SECURITY

Contractors must meet the Department of Commerce IT Security Program Policy and Minimum Implementation Standards (found at <https://connection.commerce.gov/collection/it-security-policy-and-fisma-reporting-program>). The Contractor must also adhere to DOC/NOAA security policies (found at <https://www.csp.noaa.gov/policies/>).

It is a mandatory requirement for every NOAA IT user (government, contractor, associate, or temporary personnel) to complete the NOAA Information Technology Security Awareness Course every year. Temporary personnel include visitors, guest workers, etc. who plan to work at a NOAA site, access NOAA information and/or use NOAA IT resources. Both new and temporary employees must take the course within three days after initial issuance of NOAA IT equipment and annually. **ISSO and the Contracting Officer's Representative will decide based on the call order for the specific work if it needs to provide the necessary computer equipment and information to perform this contract.**

If a Government Furnished Equipment (GFE) is provided then all work must be performed upon government furnished equipment and if additional hardware and/or software is/are needed, the contractor must request the additional requirements from the Contracting Officer Representative (COR). The Contractor is responsible to ensure GFE has the appropriate assigned Internet Protocol (IP) Address at all time. The Contractor may be changing some of the GFE to static IP Address and must ensure the GFE has internet access or network access. The Contractor is required to ensure the GFE is connected to either NOS internal networks or the Internet, at a minimum of once a week with user-keyboard interaction for approximately 4 hours while connected to allow the Government to perform the necessary configuration management and vulnerability management of the GFE. The Contractor is required to assist the Government in maintaining the GFE at the organization's determined secure state by ensuring the GFE obtains timely system/security updates and undergoes vulnerability and compliance scans at least monthly. Any changes (install/remove/modify) operating system, software or application must undergo the appropriate approval process.

If the Contractor proposes the use of cloud services, NOAA requires an integrated technical solution which meets the security requirements below. For any cloud services being used by the contractor to support this acquisition, the following conditions must be met:

- a. Comply with DOC and NOAA Information Technology Security Policies;
- b. Must use Cloud Services that are covered under the Federal Risk Authorization Management Program (FedRAMP; <http://www.fedramp.gov/>),
- c. NOS IT Security Program and Program Office Information System Security Officer (ISSO) must review appropriate FedRAMP package(s) and conduct a risk assessment of the appropriate FedRAMP package(s) and associated cloud services prior to using any cloud service(s),
- d. The use of the cloud services must have either received an NOS or NOAA Authorization to Operate (ATO) or have a NOAA or NOS approved risk acceptance for the pending ATO,
- e. The contractor must provide the necessary information to support the documentation of the security posture (NIST Special Publications 800-53 *Security and Privacy Controls for Federal Information Systems and Organizations*) covering the contractor's solution (the solution can consist of [mobile/web] application/ database/ network operating systems (aka, virtual machines)),

- f. The contractor must ensure all NOAA information and contractor solution resides within the United States.
- g. Integrate into DOC, NOAA and NOS enterprise solutions for systems management and incident management systems. Systems management and incident management examples include Enterprise Continuous Monitoring Operations (IBM Bigfix), enterprise logging/analysis (Arcsight), enterprise incident management, enterprise vulnerability management (Tenable Security Center), enterprise systems management (Microsoft Systems Center Configuration Manager/Redhat Satellite/JAMF Software Casper Suite), and enterprise endpoint anti-virus/anti-malware management (Intel McAfee ePolicy Orchestrator). If integration is not possible, vendor working with the government-identified Information System Security Officer must obtain a risk acceptance from Authorizing Official and Co-Authorizing Official.
- h. Provide Government with full administrative control to the master account, subscription administrator or its equivalent. A master account, subscription administrator is defined as a highest (or root) privileged level access mechanism that has control over the information technology resources residing within the cloud subscription/boundary assigned to this contract. The Contractor will ensure that only the activities supporting this contract reside within the master account, subscription administrator or its equivalent. The Contractor must relinquish all administrative control and/or access to resources residing within the cloud subscription/boundary assigned to this contract. The Government may grant access to the Contractor as needed.

The contractor must consider IT Security controls throughout the lifecycle of this contract as outlined in NIST Special Publication 800-64 (<http://csrc.nist.gov/publications/nistpubs/800-64-Rev2/SP800-64-Revision2.pdf>).

The contractor is required to comply with the Department of Commerce's Commerce Acquisition Manual's (CAM) 1337.70 Personnel Security Requirements (<http://oam.eas.commerce.gov/docs/CAM1337.70%28Security%29.pdf>).

The contractor includes the necessary product support and supporting documentation for the hardware and/or software that allows the sanitization (following NIST Special Publications 800-88 Guidelines for Media Sanitization, <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>) of the hardware and/or software upon the disposal of the product.

The contractor shall guarantee strict confidentiality of the sensitive information/data when the Government identifies Government Furnished Information/data and/or information/data generated during the performance of the task order is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the contractor can only be made after the contractor receives prior written approval from the CO. Whenever the contractor is uncertain with regard to the proper handling of information/data under the contract, the contractor shall obtain a written determination from the CO.

All electronic provided information by the contractor must undergo malicious software scanning using a commercial anti-virus and anti-spyware software to ensure the information is free of known malicious software. The contractor must work with the COR prior to sending the information to establish a secure method for transfer. One option could be a file encrypted with a password or passphrase using a product like WinZip or using DOC Secure File Transfer solution. The contractor must encrypt any sensitive information that will be sent electronically (i.e., email), sensitive information includes but not limited to:

- All information describing the implementation, configuration, settings, etc. for solution being developed (including Information Technology (IT) configuration, IT management, IT security, IT

administration, IT architecture and/or information obtained while performing privileged access roles),

- The source code and database schema,
- The vulnerability scanning, secure baselines scanning, mitigation results,
- The secure baseline deviations,
- Internet Protocol, subnet mask and similar identification,
- System or component inventory information (hostname, IP address, MAC address, location, operating system, etc.),
- Personally identifiable information (PII) and/or Business-identifiable information (BII).

The Contractor must protect sensitive information and/or non-public information from unauthorized disclosure or modification. The Contractor working with the ISSO to determine the applicable sensitive security requirements that must be addressed. Sensitive information includes personally identifiable information (PII), Business-identifiable information (BII), Information Technology (IT) configuration, IT management, IT security, IT administration, IT architecture and/or information obtained while performing privileged access roles.

In addition, and if for the call order no-GFE is issued:

The contractor shall ensure all deliverables products and work products meet the following requirements:

License rights

“Unlimited rights” means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

- The term “works” includes all information and material developed in the performance of contract and submitted deliverables.
- The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.
- When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the CO, shall place the following notice on such works: “© (Year date of delivery) United States Government, as represented by the Secretary of Commerce. All rights reserved.”
- The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, and/or display, and to have or authorize others to do so.
- The Contractor’s copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, and/or display.

Third party copyrighted works

- The Contractor shall not incorporate, without the written approval of the CO, any copyrighted works in the works delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope. The Contractor must provide all evidence granting the Government rights to use.
- Has affixed to the transmittal document a statement of the license rights obtained; or has provided a statement of the license rights obtained in a form acceptable to the CO.

Indemnification

The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses,

- For violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or
- Based upon any libelous or other unlawful matter contained in such works,
- Government-furnished information. Paragraphs Third party copyrighted data and Indemnification of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

Knowledge Transfer

The contractor shall provide, as necessary, periodic training whenever the contractor introduces new processes, new technology or when the contractor changes existing processes or technology. All processes and technology changes must be thoroughly documented. It is the responsibility of the contractor to mentor government identified personnel regarding the new or changed process or technologies. When there is a transition within the contractor's staffing, the contractor shall be responsible for ensuring the incoming personnel is fully versed on any outstanding project deadlines, roles and responsibilities before the new person arrives on the job. In the case of when the services of the contractor is no longer required, the contractor shall begin the knowledge transfer to government personnel or its designated representative at least three weeks before the final contract termination date.

Restrictions Against Disclosure

The contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the CO or COR in the strictest confidence. The contractor also agree not to publish or otherwise divulge such information in whole or part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis.

The contractor must protect sensitive information and/or non-public information from unauthorized disclosure or modification. Sensitive information includes personally identifiable information (PII), Business-identifiable information (BII), Information Technology (IT) configuration, IT management, IT security, IT administration, IT architecture and/or information obtained while performing privileged access roles.

The contractor agrees that it will not disclose any information described in performance of this activity to any persons or individual unless prior written approval is obtained from the CO. The contractor agrees that it will not disclose any sensitive information discovered or exposed while performing this work to any persons or individual unless prior written approval is obtained from the CO. The contractor agrees to immediately notify the CO in writing in the event that the contractor determines or has reason to suspect a breach of this requirement. Whenever the contractor is uncertain with regard to the proper handling of information/data under the contract, the contractor shall obtain a written determination from the CO. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

Protecting Against Data in Transit and Data at Rest:

Secure Communications and secure storage: The contractor must verify with the government prior to transmission and storage of information that all information designated as sensitive will meet National

Institute of Standards and Technology (NIST) Federal Information Processing FIPS 140-2 validated cryptographic module(s).

Upon completion of the work, the contractor shall certify in writing to the CO that all obtained and/or generated during this acquisition including government provided information residing in either hard copy and electronic form must be returned to the government, if appropriate, and destroyed using one of the methods for secure destruction of unclassified but sensitive information recommended by the National Security Agency in the Media Destruction Guidance available online at http://www.nsa.gov/ia/guidance/media_destruction_guidance/index.shtml.

Protecting Sensitive Information

The Contractor must protect sensitive information and/or non-public information from unauthorized disclosure or modification. The Contractor working with the ISSO to determine the applicable sensitive security requirements that must be addressed. Sensitive information includes personally identifiable information (PII) and/or Business-identifiable information (BII).

- i. One example of security requirements includes securing sensitive transmission and secure storage. The contractor must verify with the government prior to transmission or storage of information that all information designated as sensitive will meet National Institute of Standards and Technology (NIST) Federal Information Processing FIPS 140-2 validated cryptographic module(s) and comply with the Government's protection of sensitive information requirements.
- ii. The Contractor must comply with the DOC Personally Identifiable Information (PII), Business Identifiable Information (BII), and Privacy Act Breach Response and Notification Plan. The Contractor must contact the ISSO immediately upon detection of a breach of PII and/or BII.
- iii. The contractor shall guarantee strict confidentiality of the sensitive information/data when the Government identifies Government Furnished Information/data and /or information/data generated during the performance of the task order is of a sensitive nature.
- iv. Disclosure of the information/data, in whole or in part, by the contractor can only be made after the contractor receives prior written approval from the CO. Whenever the contractor is uncertain with regard to the proper handling of information/data under the contract, the contractor shall obtain a written determination from the CO.

The contract must protect sensitive information and/or non-public information related to Information Technology (IT) configuration, IT management, IT security, IT administration, IT architecture, and/or other privileged access role.

K. ADDENDUM TO CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

The C&A requirements of CAR 1352.239-72 do not apply and a Security Accreditation Package is not required. The Contractor will not connect to or access any DOC systems. The Contractor will not handle privileged or sensitive DOC data. Notes and/or reports from facilitated meetings are not intended for public distribution.

L. SECTION 508 COMPLIANCE

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998), all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

M. TRAINING

Individual Call Orders will provide for training.

IV. BLANKET PURCHASE AGREEMENT ADMINISTRATION

A. ADMINISTRATION

1. Orders will be placed against this BPA via e-mail, facsimile, paper, or oral communication.
2. The CO issues the call order, which reflects the agreed upon price for the required services and authorizes the Contractor to commence with work efforts. The call order also identifies the period of performance for the particular task. Any order issued during the BPA ordering period and not completed within that time shall be completed by the Contractor within the time specified in the order.
3. In accordance with FAR 8.405-3(e) Review of BPAs:
 - a. The BPA CO will review the BPA and determine in writing, at least once a year (e.g., at option exercise), whether-
 - (i) The schedule contract, upon which the BPA was established, is still in effect;
 - (ii) The BPA still represents the best value (see 8.404(d)); and
 - (iii) Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.
 - b. The determination shall be included in the BPA file documentation.
4. The BPA 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 BPA's ordering period.
5. **MODIFYING CALL ORDERS:** Modification to a call order will be effected by issuance of a Standard Form 30, Amendment of Solicitation/Modification of Contract, identified by the particular call order number being modified.
6. **CLOSEOUT OF CALL ORDERS:** All orders issued under the BPA shall be closed out in accordance with FAR and DOC policy. In determining/verifying the actual costs incurred, the Government will retain the right to audit the costs incurred by the Contractor and the Contractor will, if requested by the Government, submit all records pertaining to a particular order for this purpose.
7. Contractors with any complaint regarding issuance of call orders shall submit the complaint(s) to

the Ombudsman:

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

8. CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

- a) The Contractor agrees, in the performance of this BPA, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the BPA and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- b) The Contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

9. 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 at call order 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.

- a) 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.
- b) 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.

10. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

- 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 proceedings 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 at <https://www.acquisition.gov> (see 52.204-7)

11. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS. (APR 2010)

This BPA is considered low risk, and the Contractor staff must be suited for public trust classification. Background investigations are required for all the Contractor staff performing on this BPA and individual call orders.

12. CAR 1352.237-75 KEY PERSONNEL (Apr 2010)

- a) The Contractor shall assign to this BPA the following key personnel: Program Manager Lynne Carbone and Deputy Program Manager David Bidwell who shall be responsible for comprehensive account support for the BPA contract and act as the central point of contact with the Government for all BPA-level issues. The PM will represent the Contractor at all post-award BPA-level meetings.
- b) The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.
- c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect and approved changes.

d) CALL ORDER KEY PERSONNEL

Key personnel are those Contractor personnel the Government considers essential to the performance of individual call orders. If the Government determines that additional personnel are key to successful completion of a call order, they will be designated as "Call Order Key Personnel" in the individual call order. The Contractor shall notify the Call Order CO prior to making any changes in call order Key Personnel. If additional key personnel are required at the call order level CAR Clause 1352.237-75 Key Personnel will be included in the call order.

13. 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 BPA contract.

Program Management (BPA) Support Costs: BPA program management support costs shall not be proposed or billed as a direct charge to the BPA contract.

Project Management (Call Order) Support Costs: Call Order program management support costs are differentiated from individual call order project management support costs. Call order project

management support costs may be proposed and billed against individual call orders for direct support of the effort performed under those call orders.

B. ACCOUNTING AND APPROPRIATION DATA

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

C. INVOICES

Payment will be based on receipt of a proper invoice and satisfactory performance and guidelines in FAR Subpart 32.9, Prompt Payment.

Individual call orders will provide for submission instructions of original invoice.

D. PAYMENTS

The requirements of a proper invoice are as specified in the GSA FSS Contract. Invoices shall be submitted to the designated billing office, designated payment office and designated contract administration office addresses as specified with the individual call orders.

E. 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 the administration of the BPA as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

1. GOVERNMENT PERSONNEL

a) Contracting Officer's Authority (APR 2010)

The CO – BPA Level

The CO, within the AGO Strategic Sourcing Acquisition Division (SSAD), has overall responsibility for administration of this BPA. The CO, without right of delegation, is the only person authorized to make or approve any changes in any of the requirements of this BPA, 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 BPA terms and conditions, including price.

The CO for this BPA is:

Name: Kenyada Corley

Address: National Oceanic and Atmospheric Administration

Acquisition and Grants Office (AGO)

Strategic Sourcing Acquisition Division

1325 East West Highway, Room

Silver Spring, MD 20910

Email: kenyada.corley@noaa.gov

Tel No: (301) 628-1378

b) CAR 1352.201-72 Contracting Officer Representative (APR 2010)

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 PM and the CO in the general management of the program and provides technical acquisition support to the TO CORs.

- (i) The responsibilities and limitations of the COR are as follows:
 - A) The COR is responsible for the technical aspects of the BPA and serves as technical liaison with the Contractor. The COR is also responsible for inspections and acceptance of all deliverables (i.e. supplies and services) and such other responsibilities as may be specified in the BPA.
 - B) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the BPA price, terms or conditions. Any Contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO. The CO 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.

c) Call Order Contracting Officer's Representative

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

F. CAR 1352.237-74 PROGRESS REPORTS (APR 2010)

- I. Monthly progress report to include, at a minimum, accomplishments, and issues encountered throughout the reporting period (See Table 1 for due date):

a) MONTHLY BPA PROGRESS REPORT

The Contractor shall provide a Monthly BPA Progress Report (summation of individual call order activity), which documents the Contractor's call orders and modifications received during the reporting period, significant activities, issues, corrective actions, and planned significant activities projected in the next 60 day period. The report is due by the 15th calendar day of each month comprised of activity from the previous month. (For example: The report due February 15th is to cover the activity – new call orders 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 call order) during the reporting

period, “no activity” shall be annotated in the monthly report and submitted. The Monthly BPA Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly BPA Progress Report (state the month and year)**

b) MONTHLY CALL ORDER PROGRESS REPORT

The Contractor shall provide a Monthly Call Order Progress Report, which documents the Contractor’s call order modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected in the next 60 days. The report is due by the 15th calendar day of each month comprised of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. The Monthly Call Order Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Call Order Progress Report (state the month and year)**. Additional report recipients, content, and due dates may be identified in individual call orders.

The following table provides a summary of reporting requirements.

TABLE 1:

Monthly BPA Status Report	1- BPA CO 1- BPA CORs	15th calendar day of each month as specified in F.1.a.
Monthly Call Order Status Report	1- Call Order CO 1- Call Order COR	15th calendar day of each month, or as specified in the individual call order as specified in F.1.b.

G. INTERRELATIONSHIPS OF CONTRACTORS

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

H. NON-PERSONAL SERVICES

No personal services, as defined by subpart 37.104 of the FAR shall be performed under this BPA. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the BPA CO and pertinent Call Order Level CO of this communication or action.

The Contractor shall not perform any inherently governmental functions under this BPA. No Contractor employee shall represent themselves to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties or other Government employees, in connection with this BPA, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government agencies, the Contractor employee shall state that he/she have no authority to in any way change the BPA. If any

Contractor believes that a communication is a direction to change its BPA, he or she should notify the appropriate CO and not carry out the direction until a clarification has been issued by the CO. The Contractor shall ensure that all of its employees and consultants working on this BPA are informed of the substance of this section. Nothing in this clause shall limit the Government's rights in any way under any other provision of the BPA, including those related to the Government's right to inspect and accept the services to be performed under this BPA. The substance of this section shall be included in all subcontracts at any tier.

I. EVALUATION OF CONTRACTOR PERFORMANCE

Past performance information is relevant for call order evaluation purposes. It includes, but is not limited to: the Contractor's record of conforming to BPA requirements and to standards of good workmanship; the Contractor's adherence to the BPA and call order 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.

1. Purpose - In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government in Contractor Performance Assessment Reporting System (CPARS), in order to provide current information for performance assessment purposes. CPARS will be completed for the BPA and/or call orders.
2. 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.
3. Evaluators - The performance evaluation will be completed by the BPA CO, Call Order CO, BPA COR, Call Order COR, call order contract specialist, and technical representatives, as required.
4. Performance Evaluation Factors - The Contractor's performance will be evaluated in accordance with the factors identified within the BPA requirement.
5. 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 fourteen (14) calendar days after receipt of the evaluation. The tool can be accessed at <http://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.
6. Disagreements between the parties regarding the evaluation will be reviewed at a level above the CO. 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.
7. Release of Contractor Performance Evaluation Information - The completed evaluation will be available to Government source selection personnel through 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.
8. Retention Period - The agency will retain past performance information for a maximum period of three years after completion of BPA performance for the purpose of providing source selection information for future contract awards.

J. 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.

Removing Contractors for Misconduct or Security Reasons

The Government may, at its sole discretion (in coordination with the Contracting Officer where practical), direct the Contractor to remove any Contractor employee from NOAA facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the task order. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove a Contractor.

K. CONTRACTOR EMPLOYEES' IDENTIFICATION

During the period of the BPA, 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 BPA 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.

L. OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

1. The Government hereby provides notification that Government personnel observe the listed days as holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
2. In addition to the days designated as holidays, the Government observes the following days:
 - Any other day designated by Federal Statute
 - Any other day designated by Executive Order
 - Any other day designated by the President's Proclamation
3. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the BPA. 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 BPA.

4. When the Federal entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel at a government site to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Call Order CO or the Call Order COR.
5. If Government personnel are furloughed, the Contractor shall contact the Call Order CO, or the Call Order 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:
 - a) Contractor personnel that are able to continue contract performance (either on-site or off-site), shall continue to work and the BPA price shall not be reduced or increased.
 - b) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.
6. In those situations that Government personnel are furloughed, the Contractor may not invoice for their employees working during the Government furlough, until such time as any special legislation affecting Government personnel is signed into law.
7. Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this BPA.

M. ON-LINE QUOTES AND ORDERING CAPABILITY

In the future, NOAA may establish an internet portal for the purpose of electronic and paperless call order processing. The Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be incorporated into the BPA at the time such capability is implemented.

N. POST-AWARD CONFERENCE

The Contractor shall attend a Post Award Conference (i.e. "kickoff" meeting) with the BPA CO and the BPA COR no later than 20 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the CO, is to discuss technical and contracting objectives of this BPA. The Post Award Conference will be held at the Government's facility, located at the 1325 East West Highway, Silver Spring, MD 20910 or via teleconference.

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

O. CAR 1352.209-71 LIMITATION ON FUTURE CONTRACTING (APR 2010)

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

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

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

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution.

Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

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

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

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

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

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

Alternate I (APR 2010)

(a)(2)(i) The contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The contractor shall not furnish these items to DOC, either as a prime contractor or subcontractor, for the duration of the NOAA Facilitation, Consultation, and Training Support Services BPA plus 12 months thereafter.

Alternate III (APR 2010)

(b) The contractor may gain access to proprietary information of other companies during BPA 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 call orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

Alternative VI (APR 2010)

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

P. HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any Subcontractor, their employees, and agents.

Q. NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

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

a. Company: IM Solutions, LLC
3600 Pointe Center Court, Suite 200
Dumfries, VA 22026

b. Company: Stafford Consulting
3005 Braxton Wood Court
Fairfax, VA 22031

c. Company: Veterans Management Services, Inc.
14 Pidgeon Hill Drive, Suite 500
Sterling, VA 20165

d. Company: A Frame Solutions
475 K Street NW, Suite 407
Washington, DC 20001

R. 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.

S. GOVERNMENT FURNISHED RESOURCES/EQUIPMENT (GFR/GFE)

The Government may provide all necessary information, data and documents to the Contractor for work required under individual call orders.

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under the call order, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

The Government will provide the following item(s) of Government property to the Contractor (see Table 2). 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 this contract.

TABLE 2 Government Furnished Property:

Item Number	Description	Quantity	Delivery Date	Property/Tag No. (if applicable)
1	Arranging all Meeting Spaces	As Needed	As Needed	To be Determined
2	Provide Support Materials (examples: Audio Visual and Computer Equipment required, flip charts)	As Needed	As Needed	To be Determined

T. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- , Providing Prompt Payment to Small Business Sub-Contractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business Sub- Contractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business Sub-Contractor.

(b) Include the substance of this clause, including paragraph (b), in all subcontracts with small business concerns.

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

U. ASSURANCE BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX

LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (CLASS DEVIATION) (MARCH 2012)

In accordance with Sections 543 and 544 of Public Law 112-55 Commerce, Justice, Science, and Related Agencies Appropriations Act 2012, Title V (General Provisions) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

By accepting this award or order, in writing or by performance, the Quoter/Contractor assures that -

The Quoter/Contractor is not a corporation convicted of a felony criminal violation under a Federal law within the preceding 24 months.

The Quoter/Contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreements with the authority responsible for collecting the tax liability.

V. EMPLOYEE CONDUCT

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, etc.) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or any federal, state, or local government entity. Government personnel shall ensure Contractor employees understand and abide by NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION established rules, regulations and policies concerning safety and security.

W. REMOVING EMPLOYEES FOR MISCONDUCT AND/OR SECURITY REASONS

The Government may, at its sole discretion (in coordination with the CO where practical), direct the Contractor to remove any Contractor employee from NOAA facilities for misconduct and/or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

X. CONTRACTOR COMMUNICATIONS

1. A contractor employee shall be identified both by the individual's name and the contractor's name when:
 - a. Included in NOAA's locator, and
 - b. When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

2. 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.
3. Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal or formal discussion or meeting.

V. ATTACHMENTS (*incorporated as referenced*)

1. ATTACHMENT 1 – LYNNE CARBONE & ASSOCIATES QUOTE VOLUMES 1 & 2
2. ATTACHMENT 2 – LYNNE CARBONE & ASSOCIATES SCHEDULE OF ITEMS AND PRICING
3. ATTACHMENT 3 - LABOR CATEGORY DESCRIPTION

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contracting Officer: KENYADA CORLEY, 301-628-1378, KENYADA.CORLEY@NOAA.GOV Primary Contracting Officer Representative: JEFFREY A. ANDERSON, 301-628-1405, JEFFREY.A.ANDERSON@NOAA.GOV Alternate Contracting Officer Representative(s): None Primary Technical Point of Contact: SHERRI WATKINS, 240-533-9669, Sherri.watkins@noaa.gov Alternate Technical Point(s) of Contact: None				
0001	Facilitation, Consultation, and Training Support Services Contract, Base Year Accounting and Appropriation Data: 14.19.T8KNMDB.P00.1063.011010005. 1011000000000000.25272517.000000 \$0.00 DELIVERY DATE: 09/30/2020 SHIP TO: SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 FOB : Destination Period of Performance: 10/01/2019 to 09/30/2020 Pricing Option: Firm-Fixed-Price	0.00	EA	0.00	0.00
1001	Facilitation, Consultation, and Training Support Services Contract, Option Year 1 Accounting and Appropriation Data: 14.19.T8KNMDB.P00.1063.011010005. 1011000000000000.25272517.000000 \$0.00 DELIVERY DATE: 09/30/2021 SHIP TO: SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 FOB : Destination Period of Performance: 10/01/2020 to 09/30/2021 Pricing Option: Firm-Fixed-Price	0.00	EA	0.00	OPT 0.00
2001	Facilitation, Consultation, and Training Support Services Contract, Option Year 2 Accounting and Appropriation Data: 14.19.T8KNMDB.P00.1063.011010005. 1011000000000000.25272517.000000 \$0.00 DELIVERY DATE: 09/30/2022 SHIP TO:	0.00	EA	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<p>SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 FOB : Destination Period of Performance: 10/01/2021 to 09/30/2022 Pricing Option: Firm-Fixed-Price</p> <p>Facilitation, Consultation, and Training Support Services Contract, Option Year 3</p> <p>Accounting and Appropriation Data: 14.19.T8KNMDB.P00.1063.011010005. 1011000000000000.25272517.000000 \$0.00 DELIVERY DATE: 09/30/2023 SHIP TO: SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 FOB : Destination Period of Performance: 10/01/2022 to 09/30/2023 Pricing Option: Firm-Fixed-Price</p>	0.00	EA	0.00	OPT 0.00
4001	<p>Facilitation, Consultation, and Training Support Services Contract, Option Year 4</p> <p>Accounting and Appropriation Data: 14.19.T8KNMDB.P00.1063.011010005. 1011000000000000.25272517.000000 \$0.00 DELIVERY DATE: 09/30/2024 SHIP TO: SSAD 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910 FOB : Destination Period of Performance: 10/01/2023 to 09/30/2024 Pricing Option: Firm-Fixed-Price</p>	0.00	EA	0.00	OPT 0.00

