

**U.S. Department of Commerce**



**Digital Ground Radio Processing**

**Broad Agency Announcement (BAA)**

**Provisions and Clauses**

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**December 5, 2022**

**National Oceanic and Atmospheric Administration (NOAA)  
Acquisition and Grants Office (AGO)  
Satellite and Information Acquisition Division (SIAD)**

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 GENERAL**

This section has no Clauses or Provisions. See Section 1 of the BAA for requirement overview and general information.

**(END OF SECTION B)**

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

The Government requires the services described in Sections 2 and 3 of BAA (attached separately).

**(END OF SECTION C)**

## **SECTION D PACKAGING AND MARKING**

### **D.1 PACKAGING**

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

The Contractor shall furnish such labor as may be necessary for packing, unpacking and placement of equipment when in the possession of the Government without additional charge to the Government. Supervision of packing, unpacking and placement of the equipment shall be furnished by the Contractor without charge to the Government.

### **D.2 MARKING**

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

Specific marking requirements may be addressed in individual task orders.

**(END OF SECTION D)**



## SECTION E INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<sup>4</sup>

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://www.acquisition.gov/far/>.

FAR Clause Number	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)

### E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work and services performed under each task order will be in accordance with the FAR clauses incorporated at Section E.1, Clauses Incorporated by Reference, as applicable.

Final acceptance of all deliverables and/or services performed as specified under each task order will be made in writing, at destination, by the ACOR or as detailed in individual task orders.

### E.3 CAR CLAUSES INCORPORATED VIA FULL TEXT

#### E.3.1 CAR 1352.246-70 Place of Acceptance (APR 2010)

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

(b) The place of acceptance will be:

Wallops Command and Data Acquisition Station (WCDAS)  
33699 Chincoteague Rd  
Wallops Island, VA 23337

NOAA Satellite Operations Facility (NSOF)  
4231 Suitland Rd  
Suitland, MD 20746

(End of clause)

**(END OF SECTION E)**

## SECTION F DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://www.acquisition.gov/far/>.

FAR Part	Title and Date
52.242-15	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

### F.2 CAR CLAUSES INCORPORATED VIA FULL TEXT

#### F.2.1 CAR 1352.270-70 Period of Performance (APR 2010)

(a) The period of performance will be specified by the Offeror, but not to exceed seven (7) months from Authorization to Proceed (ATP). This period of performance includes up to six (6) months to perform the demonstration and produce the deliverables, plus one month for follow up questions and/or clarifications.

(End of clause)

### F.3 PLACE OF PERFORMANCE

The demonstration shall be conducted out of the following Government locations:

Wallops Command and Data Acquisition Station (WCDAS)  
33699 Chincoteague Rd  
Wallops Island, VA 23337

NOAA Satellite Operations Facility (NSOF)  
4231 Suitland Rd  
Suitland, MD 20746

### F.4 NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES

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

Item	Description	Quantity	Due Date	Deliver to	Reference

See Section 3, Paragraph 3.1.2.7.2. of the BAA
--

**(END OF SECTION F)**

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES**

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

#### **G.1.1 CAR 1352.201-70 Contracting Officer's Authority (APR 2010)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of Clause)

#### **G.1.2 CAR 1352.201-72 Contracting Officer's Representative (COR) (APR 2010)**

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

Address: TBD  
Phone Number: TBD  
Email: TBD

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

- (1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
- (2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of Clause)

## **G.2 CAR CLAUSES INCORPORATED VIA FULL TEXT**

### **G.2.1 CAR 1352.245-70 Government Furnished Property (APR 2010)**

*(Government furnished property will be dependent on the individual award(s) that result from the BAA)*

The Government will provide the following item(s) of Government property to the Contractor. The Contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the “Government Property” clause.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery date</b>	<b>Property/Tag No. (if applicable)</b>

(End of Clause)

## **G.3 NAM LANGUAGE INCORPORATED VIA FULL TEXT**

### **G.3.1 NAM 1330-52.242-70 Submittal of Invoices (FEB 2011)**

The Contractor shall prepare and submit an invoice to the COR for approval, and copy the following individuals as follows:

Contracting Officer  
Contract Specialist(s)  
Contracting Officer Representative (COR)

All invoices shall be submitted by the 10th day of the subsequent month.

To constitute a proper invoice, the contractor’s invoice shall be prepared in accordance with, and contain all elements specified in, the paragraph titled, “Contractor’s Invoice,” of the applicable prompt payment provision of the contract (e.g., FAR 52.232-25, Prompt Payment; FAR 52.232-26, Prompt Payment for Fixed-Price Architect Engineer Contracts; or FAR 52.232-27, Prompt Payment for Construction Contracts). For contracts and orders for commercial items and services, paragraph (g) of FAR 52.212-4, titled, “Invoices,” applies. If the invoice does not

comply with the applicable prompt payment provision of the contract, the COR will return it to the Contractor within seven days after the date the designated office received the invoice along with a statement as to the reasons why it is not a proper invoice.

(End of Contract Language)

#### **G.4 NON-PERSONAL SERVICES**

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

The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent themselves to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties or other Government employees, in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government agencies, the Contractor employee shall state that he/she has no authority to in any way change the contract. If any Contractor believes that a communication is a direction to change its contract, he or she should notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer. The Contractor shall ensure that all of its employees and consultants working on the subject contract 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 contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this section shall be included in all subcontracts at any tier.

#### **G.5 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

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

(1) New Year's Day	(2) Martin Luther King's Birthday	(3) President's Day
(4) Memorial Day	(5) Juneteenth National Independence Day	(6) Independence Day
(7) Labor Day	(8) Columbus Day	(9) Veterans' Day
(10) Thanksgiving Day	(11) Christmas Day	

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

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

**(END OF SECTION G)**

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<sup>4</sup>

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://www.acquisition.gov/far/>.

Commerce Acquisition Regulation (CAR) provisions and clauses are located at 48 CFR Chapter 13.

CAR Clause Number	Title and Date
1352.208-70	Restrictions on Printing and Duplicating (APR 2010)
1352.209-72	Restrictions Against Disclosure (APR 2010)
1352.209-73	Compliance With the Laws (APR 2010)
1352.209-74	Organizational Conflict of Interest (APR 2010)
1352.228-72	Deductibles Under Required Insurance Coverage – Fixed Price (APR 2010)
1352.237-70	Security Processing Requirements – High or Moderate Risk Contracts (APR 2010)
1352.237-73	Foreign National Visitor and Guest Access to Departmental Resources (APR 2010)
1352.239-72	Security Requirements for Information Technology Resources (APR 2010)

(End of Clause)

### H.2 CAR CLAUSES INCORPORATED VIA FULL TEXT

#### H.2.1 CAR 1352.228-70 Insurance Coverage (APR 2010)

(a) *Workers Compensation and Employer's Liability.* The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in



states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) *General liability.*

- (1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$0.00.

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

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

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

(End of Clause)

### **H.3 NAM LANGUAGE INCORPORATED VIA FULL TEXT**

#### **H.3.1 NAM 1330-52.203-71 Notice of Post-Government Employment Restrictions (OCT 2015)**

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

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

(End of Contract Language)

### **H.3.2 NAM 1330-52.222-70 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (MAY 2018)**

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

#### **(a) Definitions.**

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

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

*Sexual Harassment* - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

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

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

*(b) Requirements.*

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

thereafter. The initial training shall be completed within business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

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

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

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

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

to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

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

*(d) Confidentiality.*

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

*(e) Remedies.*

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

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

(End of Contract Language)

### **H.3.3 NAM 1330-52.237-70 Contractor Communications**

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

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

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

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

(End of Contract Language)

#### **H.3.4 NAM 1330-52.237-71 NOAA Government-contractor Relations – Non-Personal Services (SEPT 2017)**

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

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.
2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

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

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

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

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract

activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

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

(End of Contract Language)

### **H.3.5 NAM 1330-52.237-72 Contractor Access to NOAA Facilities (SEPT 2017)**

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.
2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:
  - i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;
  - ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;
  - iii. Occupational safety or health hazards;
  - iv. Lapse in Appropriations; or
  - v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.
3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such

direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

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

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

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

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

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.
2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

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



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

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

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

(End of Contract Language)

### **H.3.6 NAM 1330-52.243-70 Requests for Equitable Adjustment (OCT 2017)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

---

(Official's Name)

---

(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
2. Final adjustments under an incentive provision of the contract.

(End of Contract Language)

### **H.3.7 NAM 1330-52.270-304 NOAA Acquisition and Grants Office Ombudsman (OCT 2016)**

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

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

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

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

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

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions,

rules, policies, or formal guidance.

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

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

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

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

(End of Contract Language)

#### **H.4 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES**

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

#### **H.5 ADVERTISEMENTS, PUBLICIZING AWARDS, AND NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of the subject contract in any publicity/news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to

state or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

## **H.6 CONTRACTOR EMPLOYEES' IDENTIFICATION**

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

## **H.7 IT AND PERSONNEL SECURITY PROCESSING**

The Contractor must comply with the IT Security requirements of the Department of Commerce as outlined in Commerce Acquisition Regulation (CAR) 1352.239-72, *Security Requirements For Information Technology Resources* (April 2010). CAR 1352.239-72, section (d) includes the DOC IT Security Program Plan, the NOAA IT Security Manual, and the NESDIS IT Security Handbook. The Contractor must also comply with FAR Clauses 52.204-21, 52.224-1, 52.224-2 and 52.239-1.

The following security risk levels are included in the IDIQ contract. Each task order will identify the level of risk.

### Moderate and High Risk

Contractor personnel will be screened in accordance with the requirements for Moderate or High Risk contracts as specified by CAM 1337.70 section 2.2 (Oct 2015); specifically, in accordance with CAR Clause 1352.237-70, *Security Processing Requirements—High or Moderate Risk Contracts* (April 2010). Any access by contract personnel who are Foreign Nationals shall be in accordance with the requirements of CAR Clause 1352.237-73, *Foreign National Visitor and Guest Access to Departmental Resources* (APR 2010).

The Contractor shall submit security forms required by CAR Clause 1352.237-70 four (4) weeks prior to each new contract employee's start of work to allow NOAA staff sufficient time to process requests for background checks, NOAA badges, and network access.

The full text of the CAR Clauses are available at: [CAR Clause Repository](https://www.ecfr.gov/cgi-bin/text-)  
<https://www.ecfr.gov/cgi-bin/text->

idx?SID=0030a27c5b762e06d55b50f367b0a364&mc=true&tpl=/ecfrbrowse/Title48/48cfr1352\_main\_02.tpl

## **H.8 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 from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

**(END OF SECTION H)**

## SECTION I CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<sup>4</sup>

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://www.acquisition.gov/far/>.

<b>FAR Clause Number</b>	<b>Title and Date</b>
52.202-1	Definitions (JUN 2020)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions On Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.215-2	Audit and Records-Negotiation (JUN 2020)

52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2022)
52.222-3	Convict Labor (JUN 2003)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2020)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (NOV 2021)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1	Authorization and Consent ALT I (APR 1984)
52.227-11	Patent Rights – Ownership by the Contractor (MAY 2014)
52.227-14	Rights in Data – General (MAY 2014)
52.227-16	Additional Data Rights (JUNE 1987)
52.227-23	Right to Proposal Data Technical (JUNE 1987)
52.229-3	Federal, State and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)
52.232-2	Payments under Fixed Price Research and Development Contracts
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
52.233-1	Disputes (MAY 2014) and Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1987) <sup>1</sup> and Alternate V (APR 1984) <sup>1</sup>
52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2022)

52.245-1	Government Property (SEP 2021)
52.245-9	Use and Charges (APR 2012)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-5	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions) (APR 1984)
52.249-9	Default (Fixed-Price Research and Development) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

(End of Clause)

## I.2 FAR CLAUSES INCORPORATED VIA FULL TEXT

### I.2.1 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( [44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic



safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**I.2.2 FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)**

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.2.3 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.2.4 FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)**

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

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

(End of Clause)

**(END OF SECTION I)**

**SECTION J**  
**LIST OF ATTACHMENTS**

<b>Attachment Number</b>	<b>Description</b>
J-1	BAA Sections 2 and 3*

*\*BAA Sections 2 and 3 will be attached at time of award*

**(END OF SECTION J)**

## **SECTION K REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS**

### **K.1 FAR PROVISIONS INCORPORATED VIA FULL TEXT**

#### **K.1.1 FAR 52.204-8 Annual Representations and Certifications (May 2022)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541715, Research and Development in the Physical Engineering, and Life Sciences (except Nanotechnology and Biotechnology).

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

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

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

  X   (i) [52.204-17](#), Ownership or Control of Offeror.

  X   (ii) [52.204-20](#), Predecessor of Offeror.

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

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



\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

X (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____			

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

(End of provision)

#### **K.1.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if

the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) Definitions . As used in this provision—

Backhaul , covered telecommunications equipment or services , critical technology , interconnection arrangements , reasonable inquiry , roaming , *and* substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

(b) *Prohibition.* (1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract . Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract , subcontract or other contractual instrument resulting from this solicitation . The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry , for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services , or use any equipment , system, or service that uses covered telecommunications equipment or services . The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer :

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier , CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer :

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier , CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

### **K.1.3 FAR 52.209-13 Violation of Arms Control Treaties or Agreements Certification (NOV 2021)**

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation [2.101](#).

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_\_ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ( [22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ( [22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed

there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

(ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

**(END OF SECTION K)**

## SECTION L INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS

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

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

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

#### Federal Acquisition Regulation (48 CFR Chapter 1) Provisions Incorporated by Reference:

FAR Provision Number	Title and Date
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.222-24	Pre-award On-site Equal Opportunity Compliance Evaluation (FEB 1999)

(End of Provision)

#### Commerce Acquisition Regulation (48 CFR Chapter 13) Provisions Incorporated by Reference:

All Commerce Acquisition Regulation (CAR) provisions and clauses incorporated by reference or included in full text below can be found at: <https://www.acquisition.gov/car>.

CAR Provision Number	Title and Date
1352.242-70	Postaward Conference (APR 2010)

### L.2 FAR PROVISIONS INCORPORATED VIA FULL TEXT

#### L.2.1 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm-Fixed Price (FFP) contract(s) resulting from this BAA.



(End of Provision)

## **L.2.2 FAR 52.233-2 Service of Protest (SEP 2006)**

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

NOAA/AGO/SIAD  
Lori Smith, Contracting Officer  
1325 East West Highway, Bldg. SSMC2  
Silver Spring, Maryland 20910  
Email: [Lori.Smith@noaa.gov](mailto:Lori.Smith@noaa.gov)

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

(End of Provision)

## **L.3 CAR PROVISIONS INCORPORATED VIA FULL TEXT**

### **L.3.1 CAR 1352.209-70 Potential Organizational Conflict of Interest (APR 2010)**

- (a) There is a potential organizational conflict of interest due to Offerors working under NOAA contracts involving (1) management support services; (2) consultant or other professional services; (3) contractor performance of or assistance in technical evaluations; or (4) systems engineering and technical direction work performed by a contractor that does not have overall contractual responsibility for development or production. Accordingly:

(1) Restrictions are needed to ensure that work performed by an Offeror on NOAA contracts stated in (a) does not result in unfair competitive advantage for the Offeror, unequal access to nonpublic information, or impair the Offeror's objectivity in performing work under those contracts.

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

- (b) If award is made to the Offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the Offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the Offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

(End of Provision)

### **L.3.2 CAR 1352.215-72 Inquiries (APR 2010)**

Offerors shall submit all questions regarding this solicitation in writing, by electronic mail to the Contract Specialist, Ms. Andrea Chiodi at [Andrea.Chiodi@noaa.gov](mailto:Andrea.Chiodi@noaa.gov), and copy the Contracting Officer, Ms. Lori Smith, at [Lori.Smith@noaa.gov](mailto:Lori.Smith@noaa.gov). All questions or comments submitted shall include the solicitation number in the subject line. Questions shall be submitted no later than **11:00AM Eastern Time (EST) on December 15, 2022**. Please be advised that questions that do not have the appropriate reference information may not be answered. The Government will attempt, but does not guarantee, that it will answer questions submitted after the time and date specified above.

(End of Provision)

### **L.3.3 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 16651 (April 6, 1999).

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

NOAA/AGO/SIAD  
Lori Smith, Contracting Officer  
1325 East West Highway, Bldg. SSMC2  
Silver Spring, Maryland 20910  
Email: [lori.smith@noaa.gov](mailto:lori.smith@noaa.gov)

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

NOAA/AGO/SIAD  
Sally Bockh, SIAD Branch Chief  
1325 East West Highway, Bldg. SSMC2, Suite 11353  
Silver Spring, Maryland 20910  
Email: [Sally.Bockh@noaa.gov](mailto:Sally.Bockh@noaa.gov)

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

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

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division, Room 5099A  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, NW  
Washington, DC 20230  
FAX: (202) 482-8005

(End of Provision)

**L.3.4 CAR 1352.233-71 GAO and Court of Federal Claims Protest (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 5099A, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-8005.

(End of Provision)

**L.4 SMALL BUSINESS CLASSIFICATION CODE**

The NAICS code for this acquisition is 541715 – Research and Development Physical, Engineering, life Science (except Nanotechnology and Biotechnology), with a Size Standard of 1,000 employees.

**L.5 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL**

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

- a. ENSCO  
5400 Port Royal Road  
Springfield, VA 22151

The Offeror agrees, by its submission of a response to the solicitation, to have its proposal reviewed by these Contractors/Consultants for the purpose of providing technical or price analysis to the Government unless the Offeror provides objections to such disclosure as follows: The Offeror shall (1) submit the objection in writing to the Contracting Officer at least five (5) days prior to the date set for receipt of the proposals; and (2) include a detailed statement of the basis for the objection.

#### **L.6 PROPOSAL PREPARATION COSTS**

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

#### **L.7 CAR 1352.215-70 PROPOSAL PREPARATION**

Proposal guidelines, preparation, and instructions are provided in Section 4 of the BAA

##### **L.7.1 Proposal Integrity**

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

**(END OF SECTION L)**

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION CRITERIA**

Evaluation Criteria is provided in Section 5 of the BAA.

**(END OF SECTION M)**