

U.S. DEPARTMENT OF COMMERCE: NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION



Acquisition Manual

Acquisition Policy (MASTER COPY)

NOAA Acquisition and Grants Office

5/20/2019


The purpose of the National Oceanic and Atmospheric Administration (NOAA) Acquisition Manual is to prescribe NOAA policies to be followed in the acquisition of construction, supplies, and services. This policy supplements or implements the direction provided in the Federal Acquisition Regulation (FAR), the Department of Commerce (DOC) Commerce Acquisition Regulation (CAR), the Commerce Acquisition Manual (CAM), Office of Federal Procurement Policy (OFPP) policies, and other agency regulations, statutory requirements, and orders. This manual does not seek to duplicate the detailed content of other sources of formal policy. Where such detailed policy has specific relevance to matters implemented herein, the manual will reference the source.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
ACQUISITION AND GRANTS OFFICE

March 31, 2014

MEMORANDUM FOR: All Acquisition and Grants Office (AGO) Personnel

FROM: Mitchell J. Ross 
Director

SUBJECT: NOAA AGO Acquisition Manual

The purpose of this memorandum is to issue the NOAA Acquisition Manual as policy to be applied to all NOAA acquisition activities. This document provides the acquisition policy established by the NOAA Senior Bureau Procurement Official for the procurement of construction, supplies, and services by NOAA AGO personnel. The policies set forth in the NOAA Acquisition Manual apply to all members of the NOAA acquisition team, including the customers they serve.

The NOAA Acquisition Manual is a 'living' document of NOAA acquisition policy for ensuring that business practices are consistent throughout NOAA. AGO policy directives have been integrated into the manual to eliminate the burden of checking multiple AGO sources for related policy.

The acquisition policy within this document does not restrict the exercise of sound business judgment nor limit innovation, but underlines the need for the NOAA acquisition workforce to balance mission and fiduciary duty. This manual describes NOAA-specific acquisition policy and does not seek to duplicate the content of other sources of formal policy. The policy within the document does not conflict with the Federal Acquisition Regulation, Department of Commerce Acquisition Regulation, Department of Commerce Acquisition Manual, or any agency or statutory requirements, as described within FAR 1.304(b).

Attachment
NOAA Acquisition Manual

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Inventory of Policy Alerts

The following is an inventory of previous policy alerts that have been incorporated into the NOAA Acquisition Manual and the location of the policy. The table below identifies the NOAA acquisition policy as follows: (1) The referenced Acquisition Alert (AA) or Acquisition Instruction (AI) number, which is issued by fiscal year followed by a sequential number, (2) the Acquisition Manual Subpart number and location of the policy, (3) the policy title or description, and (4) the effective date of the acquisition policy.

*Indicates the policy has been rescinded or cancelled and is no longer applicable.

(1)Policy Number	(2)NOAA Acquisition Manual Subpart Number	(3)Policy Title/Description	(4)Effective Date
AI 17-02 (Version 2)	Subpart 1330-7.104 Subpart 1330-7.105	Procedures for Milestone Acquisition Plans	December 19, 2018
AA 17-02 (Version 2)	Subpart 1330-1.602-2 Subpart 1330-8.405-6 Subpart 1330-13.106-1 Subpart 1330-13.501 Subpart 1330-16.505	NOAA Acquisition and Grants Office Templates (Phase I)	October 9, 2018
AA 18-08	Subpart 1330-1.602-2 Subpart -4.802-70 Subpart 1330-8.405-3 Subpart 1330-13.303-3	NOAA Acquisition and Grants Office (AGO) Checklists for Blanket Purchase Agreements (BPAs) Established under FAR 8.405-3 and FAR 13.303	September 18, 2018
AA 18-07	Subpart 1330-39.101-70	Acquisition Alert (AA) 18-07, Compliance with Acquisition Requirements under FITARA	August 23, 2018
AI 18-02	Subpart 1330-70.2	Acquisition Management Review Program	May 25, 2018
AA 18-06	Subpart 1330-22.000-70	Implementation of NOAA Policy on Sexual Assault and Sexual Harassment Prevention and Response when Contracting for Services	May 15, 2018
AA 18-01 (Version 2)	Subpart 1330-8.404 Subpart 1330-10.002 Subpart 1330-12.2 Subpart 1330-12.207 Subpart 1330-16.601 Subpart 1330-17.205 Subpart 1330-17.207	NOAA Acquisition and Grants Office Acquisition Templates (Phase 2)	March 30, 2018

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(1)Policy Number	(2)NOAA Acquisition Manual Subpart Number	(3)Policy Title/Description	(4)Effective Date
AA 18-05	Subpart 1330-10.002-70	Vendor Demonstration Procedures	March 6, 2018
AA 18-04	Subpart 1330-17.203 Subpart 1330-17.206 Subpart 1330-17.208	NOAA Use of Clause 52.217-8 Option to Extend Services	January 25, 2018
AA 18-03	Subpart 1330-16.3 Subpart 1330-16.301-3 Subpart 1330.16.401 Subpart 1330-16.601	Approval Authority for the Use of Certain Contract Types	December 27, 2017
AI 18-01	Subpart 1330-1.602-2 Subpart 1330-8.404 Subpart 1330-8.405-6 Subpart 1330-10.002 Subpart 1330-12.2 Subpart 1330-12.207 Subpart 1330-13.106-1 Subpart 1330-13.501 Subpart 1330-16.505 Subpart 1330-16.601 Subpart 1330-17.205 Subpart 1330-17.207	AGO Transmittal Memorandum Submission Requirement	October 25, 2017
AA 18-02	Subpart 1330-43.101-70 Subpart 1330-43.205 Subpart 1330-43.205-70 Subpart 1330-43.270	Definitization of Undefinitized Contract Actions and Unpriced Change Orders and Disposition of Requests for Equitable Adjustment	October 16, 2017
*AA 18-01		NOAA AGO Acquisition Templates (2nd Phase) <i>Replaced by AA 18-01 (Version 2)</i>	October 16, 2017
AA 17-03	Subpart 1330-37.1 Subpart 1330-37.102-70 Subpart 1330-37.170	Proper Roles of the Services Contractor	September 7, 2017
AI 17-03	Subpart 1330-1.670	Field Delegate Program	September 26, 2017
AA 17-02		NOAA AGO Acquisition Templates (1st Phase) <i>Replaced by AA 17-02 (Version 2)</i>	May 18, 2017
AA 17-01	Subpart 1330-27.1 Subpart 1330-27.101 Subpart 1330.27.101-70	NOAA Solicitations and Contracts Producing Environmental Data or Peer-Reviewed Publications	March 2, 2017

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(1)Policy Number	(2)NOAA Acquisition Manual Subpart Number	(3)Policy Title/Description	(4)Effective Date
	Subpart 1330-27.170		
AI 17-02		Procedures for Milestone Acquisition Plans <i>Replaced by AI 17-02 (Version 2)</i>	February 13, 2017
AI 17-01	Subpart 1330-6.303-2(a)(2)	Procedures for Other than Full and Open Competition	December 1, 2016
AA 16-05	Subpart 1330-70.3	NOAA Acquisition and Grants Office Ombudsman	October 1, 2016
AI 16-01	Subpart 1330-43.204(a)(1)(C) Subpart 1330-70.102 Subpart 1330-70.103 Subchapter J: AGO Review and Approval Matrix	NOAA Acquisition Review and Approval Process	June 21, 2016
*AA 16-04		Appropriate Use of the Lowest Price Technically Acceptable Source Selection Process <i>(Rescinded June 29, 2018)</i>	December 3, 2015
*AA 16-03		Cooperation with the Office of Inspector General	December 3, 2015
AA 16-02	Subpart 1330-3.104-370	Post-Government Employment Restrictions	November 17, 2015
AA 16-01	Subpart 1330-71	Acquiring Space for Short Term Use	October 23, 2015
AA 15-05	Subpart 1330-16.601(d)	Approval of Determination and Findings That No Other Contract Type is Suitable	May 18, 2015
*AA 15-04		Legislative Notification of NOAA Contract Awards	May 13, 2015
AA 15-03	Subpart 1330-32.703-170	Purchase Requisition Funding on NOAA Contracts (Policy on Fully Funding a Purchase Requisition and Incremental Funding for a NOAA Contract)	May 4, 2015
AA 15-02	Subpart 1330-39.101-71	Supply Chain Risk Management for Acquiring High and Moderate Impact Information Systems	April 22, 2015
AA 15-01	Subpart 1330-32.703-270	Annual Appropriations and Multiple Year Appropriations on Severable Services Contracts	April 9, 2015
*AI 15-03		Procedures for a Justification for Other than Full and Open Competition <i>Replaced by AI 17-01 (Rescinded on December 1, 2016)</i>	December 8, 2014
*AI 15-02		NOAA Acquisition Review and Approval Process <i>Replaced by AI 16-01</i>	December 8, 2014
AI 15-01	Subpart 1330-9.402(c) and (e)	Suspension and Debarment Request for Consideration Submission Procedures	October 16, 2014
AA 14-03	Subpart 1330-1.602-3	NOAA Senior Bureau Procurement Official Delegated Authorities for Review and Approval	August 7, 2014
AA 14-02	Subpart 1330-32.702(a)	NOAA Internal Control for Funding Approval, Certification, and Obligation	April 25, 2014
AA 14-01	Subpart 1330-6.303-2(a)(3)	Rescission of Management Clearance of Sole Source Procurements Policy	October 23, 2015
AI 14-04	Subpart 1330-15.303	Source Selection Procedures	April 9, 2014
*AI 14-03		NOAA Acquisition Review and Approval <i>Replaced by AI 15-02</i>	March 11, 2014
*AI 14-02		AGO Procedures for FedBid Reverse Auction Service Tool	March 11, 2014

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(1)Policy Number	(2)NOAA Acquisition Manual Subpart Number	(3)Policy Title/Description	(4)Effective Date
AI 14-01A	Subpart 1330-19.201(d)(10) Subpart 1330-19.202	Standard Operating Procedures for the NOAA Small Business Program	April 8, 2014
*AA 13-08		Purchase Requisition Funding <i>Replaced by AA15-03</i>	
AA 13-07	Subpart 1330-3.70	Scientific Integrity and Research Misconduct	October 18, 2012
*AA 13-05		Definitization of Unpriced Change Orders <i>Replaced by AA 18-02</i>	April 11, 2013
AA 13-04	Subpart 1330-4.804	NOAA Legacy Contract Obligations and the De-obligation of Excess Funds	May 20, 2013
AA 13-03	Subpart 1330-16.405-270	Cost-Plus Award Fee and Award Term Processes Supporting Fees and Extensions	December 12, 2012
*AA 13-02		NOAA Internal Control for Funding Approval, Certification and Obligation <i>Replaced by AA 14-02</i>	December 7, 2012
*AA 13-01		Implementation of Mandatory NOAA Chief of Information Officer Approval for all Information and Technology Products and Services <i>Replaced by AA 18-07</i>	October 18, 2012
AA 12-05	Subpart 1330-32.702-70	NOAA Implementation of Policies and Procedures in Conferences and Group Travel	July 3, 2012
AA 12-03	Subpart 1330-8.71	DOC Strategic Sourcing Personal Computers and Accessories	May 10, 2012
*AI 12-01		Legal Review <i>(Rescinded August 23, 2016)</i>	August 17, 2012
AA 12-01	Subpart 1330-32.703	Use of Subject to Availability of Funds Authority	October 18, 2011
AA 11-04	Subpart 1330-42.202-70	Delegation of Invoice Approval Authority	February 2, 2011
*AA 11-03		Vendor Demonstration Approval <i>Replaced by AA 18-05</i>	December 27, 2010
AA 11-01	Subpart 1330-4.1402(a)	Implementation of the Federal Funding Accountability and Transparency Act (FFATA) of 2006	October 29, 2010
*AI 11-01	Subpart 1330-70.2	Acquisition Management Review Program <i>Replaced by AI 18-01</i>	December 15, 2010
AA 10-07	Subpart 1330-1.602-2(d)(2)	Federal Acquisition Certification (FAC) Contracting Officer's Representative Recertification	August 23, 2010
AA 10-06	Subpart 1330-1.603-2(e)	FAC-Contracting Recertification	August 10, 2010
AA 10-05	Subpart 1330-70.103(b) Subchapter J: AGO Review and Approval Matrix	Revised Legal Review Thresholds	June 9, 2010
*AA 10-03		Delegation of Authority Determination Contract Type <i>Replaced by AA 18-03</i>	May 19, 2010
AA 10-02	Subpart 1330-18.270	Deepwater Horizon Purchase Card Authority	May 5, 2010
Number Not Assigned	Subpart 1330-17.502-2	Economy Act Determination and Findings	July 9, 2008
AA 07-01	Subpart 1330-15.303	DUS Source Selection Authority Delegation	July 31, 2007
AA 06-06	Subpart 1330-18.270	Emergency Acquisition Authorities	FY 2006
*AA 06-04		Process for Apartment Leases <i>Replaced by AA 16-01</i>	April 25, 2006

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(1)Policy Number	(2)NOAA Acquisition Manual Subpart Number	(3)Policy Title/Description	(4)Effective Date
AA 06-05	Subpart 1330-35.70	"Deemed Export" Compliance	May 23, 2006
AA 06-01	Subpart 1330-18.70 Subpart 1330-39.170	Clause for Incident Management Software	October 27, 2005
AA 05-07	Subpart 1330-15.204-70	Contract Deliverables	September 6, 2005
AA 05-06	Subpart 1330-42.202-70	Post-award Contract Activities	August 25, 2005
*AA 05-04		Accounting for Leasing Property	August 17, 2005
AA 05-02	Subpart 1330-5.002-70 Subchapter J: AGO Review and Approval Matrix	Synopsis review requirements	FY 2005

Subchapter A – General

Part 1330-1 National Oceanic and Atmospheric Administration Acquisition Manual

Subpart 1330-1.1 Purpose, Authority, Issuance

1330-1.101-70 Purpose

The purpose of the National Oceanic and Atmospheric Administration (NOAA) Acquisition Manual is to prescribe NOAA policies to be followed in the acquisition of construction, supplies, and services. This policy supplements or implements the direction provided in the Federal Acquisition Regulation (FAR), the Department of Commerce (DOC) Commerce Acquisition Regulation (CAR), the Commerce Acquisition Manual (CAM), Office of Federal Procurement Policy (OFPP) policies, and other agency regulations, statutory requirements, and orders. This manual does not seek to duplicate the detailed content of other sources of formal policy. Where such detailed policy has specific relevance to matters implemented herein, the manual will reference the source.

1330-1.103-70 Authority

The issuance of the NOAA Acquisition Manual is in accordance with FAR 1.301(a)(2); CAR 1301.301(b) and NOAA Administrative Order 208-1.

1330-1.104-70 Applicability

This document provides the acquisition policy established by the Senior Bureau Procurement Official (SBPO) for the procurement of construction, supplies, and services by NOAA AGO personnel. The policies set forth in the NOAA Acquisition Manual apply to all members of the NOAA acquisition team. The policies within the respective Parts indicate FAR, CAR, CAM, and other references. The user shall examine all relevant FAR, CAR, CAM, and other citations for any additional authorizations, restrictions, and policies that may be required.

1330-1.105 Issuance

1330-1.105-270 Arrangement of NOAA Acquisition Manual

(b)(1)

- A. The NOAA Acquisition Manual uses the same numbering system and arrangement used in the FAR and the CAR, except that the section or subsection being implemented is preceded with a 1330, the agency identification number assigned to NOAA, and a dash mark between 1330 and the number of the FAR section.

- B. Where the NOAA Acquisition Manual implements the FAR it is numbered and captioned to correspond to the FAR. When the NOAA Acquisition Manual text implementing the FAR exceeds one paragraph, the text is numbered by skipping a level in the FAR 1.105-2(b) (2) prescribed numbering sequence. For example, two paragraphs implementing FAR 1.105-2(b) (1) are numbered 1330-1.105-2(b) (2) (A) and (B), rather than (2) (i) and (ii). Further subdivision of the NOAA implementing paragraphs would follow the prescribed sequence in FAR 1.105(b) (2).
- C. In accordance with FAR 1.303, where there is no corresponding material in the FAR, Parts 70 and up are used by the NOAA Acquisition Manual. For example, the NOAA Acquisition Manual subsection 1.602-3 is numbered 1330-1.602-370. Supplemental text exceeding one paragraph is numbered using the FAR 1.105-2 (b)(2) prescribed numbering sequences.
- D. Where the subject matter in the FAR requires no implementation, the NOAA Acquisition Manual contains no corresponding Part.

(b)(2)

Subdivision numbering below the fourth level repeats the numbering sequence using italicized letters and numbers.

Subpart 1330-1.3 Agency Acquisition Regulations

1330-1.304 Agency control and compliance procedures

(a)

1. The NOAA Acquisition Manual and related documents referenced in this Acquisition Manual are posted on the NOAA Acquisition and Grants Office web page.
2. The NOAA Acquisition Manual is a living document. Any improvements and changes shall be made in order to make this manual current, accurate, complete, and as easy to follow as possible. This includes incorporating new policies and procedures contained in [Acquisition Alerts](#), [Acquisition Instructions](#) and [NOAA's Administrative Orders \(NAOs\)](#).
3. The SBPO provides direct oversight, control, and approval of proposed revisions.

Subpart 1330-1.5 Agency Participation

1330-1.501 Solicitation of agency views

(a) Views of agency personnel will be considered in formulating NOAA acquisition policies and procedures. Users may submit proposed revisions or identify any needs for clarification.

(b) Agency personnel shall submit written comments and suggestions directly to the [point of contact](#) for the Acquisition and Grants Office (AGO) Policy and Oversight Division (POD).

Subpart 1330-1.6 Career Development, Contracting Authority, and Responsibilities

1330-1.602-2 Responsibilities

(a)(1) The contracting officer (CO) shall ensure that the program goals and objectives are the premise for any procurement. The CO's stewardship responsibilities to properly employ taxpayer money is important in balancing the mission and fiduciary duty. Finding the solution that accomplishes both responsibilities is the joint obligation of the program manager and the CO.

- A. Acquisitions are conducted in compliance with all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances, approvals, and appropriation rules, and all actions and decisions are fully explained and documented.
- B. Contract files are complete and contain proper file documentation in accordance with the [NOAA Contract File Checklist](#), [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 8.405-3](#), or [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 13.303](#), as appropriate, and no material discrepancies exist in contract file documents.

(a)(2) Other than those activities that are reserved for the CO as evidenced by Standard Form (SF) 1402, Certificate of Appointment, the CO may assign contract specialists to perform acquisition activities, including creating and developing all pre-award and post-award documents, conducting due diligence with prospective contractors, conducting contract negotiations, and conducting all other interactions with the contractors, other Government agencies, agency personnel, agency clients, and stakeholders.

(a)(3) See [1330-32.703-170](#) for NOAA Acquisition Policy on fully funding purchase requisitions for contract awards, options, minimum guarantees and modifications applicable to firm fixed price, cost reimbursement, time-and-materials, and labor-hour contract actions.

(d) COs shall use the required AGO template entitled [Delegation and Appointment Memorandum: Instructions to the Contracting Officer's Representative](#) for the delegation and appointment of the Contracting Officer's Representative (COR) required under FAR 1.602-2(d), unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details and be submitted through the AGO POD as an SBPO Review using the [AGO Transmittal Memorandum Template](#).

(d)(2) COR Re-certification

- A. The AGO Staff Services Management Division (SSMD) processes COR re-certification for NOAA employees. See NOAA Federal Acquisition Certification (FAC)-COR Re-certification Procedures for more information.
- B. CORs shall request recertification by sending an application form to the FAC-COR Program Manager in the SSMD.

- C. CORs shall document all activities completed to earn the continuous learning points (CLPs) using the CLP Worksheet. Attach documentation to support the type of CLPs earned to the worksheet.
- D. The FAC-COR Program Manager shall inform the applicant and applicable Head of Contracting Office (HCO) and Line/Staff Office Acquisition Liaison by sending a signed Recertification Request Determined Unacceptable form that states submission of a new application package will be required when the applicant has completed the required CLPs.
- E. If the applicant has successfully substantiated that the 40 CLPs have been earned within the required 24-month period, the POD FAC-COR Program Manager will complete the endorsement in a Re-certification Request is Determined Acceptable and return the request form with the endorsement to the employee with a copy to the applicable HCO. The employee should retain the re-certification documentation with the original FAC-COR certificate to verify that the certification was properly maintained after issuance as required by OFPP and DOC.
- F. The employee's failure to complete the required 40 CLPs or process the re-certification request within the applicable 24-month period will result in expiration of the FAC-COR certification. If the certification is allowed to expire, the employee will be required to submit a complete FAC-COR application package to apply for a new certification from DOC Office of Acquisition Management (OAM) under the then-current rules.
- G. CORs shall submit re-certification requests in sufficient time to be received by the SSMD FAC-COR Program Manager no later than 30 days prior to the scheduled expiration date of the certification.

1330-1.602-3 Ratification of unauthorized commitments

(b)(1) Upon becoming aware of an unauthorized commitment, the CO shall investigate the circumstances and take corrective action. Unauthorized commitments are processed in accordance with [CAM 1301.602 Section 3](#).

(b)(3) The SBPO has delegated the authority for the review and approval of the ratification of an unauthorized commitment not exceeding \$500,000 to the HCOs for each Acquisition Division. Approval for a ratification of an unauthorized commitment exceeding this amount shall follow the delegated authority within [CAM 1301.70, Department of Commerce Delegation of Contracting Authority, Appendix A, DOC FAR Functional Matrix](#).

(b)(4) Each HCO shall:

- A. Provide information on all ratification actions in the AGO Monthly Report. The information shall include: (i) fiscal year, (ii) date HCO received information, (iii) AGO Division, (iv) Line Office, (v) Line office POC responsible for the commitment, (vi) Description of unauthorized service or item, (vii) associated cost, (viii) ratification status/latest update, (ix) ratified (Y/N), (x) ratification date.
- B. Provide the Assistant Administrator (AA), and/or Deputy Assistant Administrator (DAA) of NOAA Line Offices (LOs) or Staff Office (SO) Directors with a notice of instances of repetitive ratification actions by an individual or an organizational component; and

- C. Ensure proper advice and assistance is obtained from the DOC Office of the General Counsel (OGC) [Contract Law Division \(CLD\)](#) as needed.

1330-1.603-2 Selection

(e) The SSMD processes contracting officer's certification and recertification for NOAA employees. See NOAA FAC-C Recertification Procedures for more information.

1. Request recertification by sending an application, FAC-Contracting Recertification Request form, to the FAC-C Program Manager in the SSMD.
2. Document all activities completed to earn the continuous learning points (CLPs) using the CLP Worksheet. Attach documentation to support the type of CLPs earned to the worksheet.
3. If the applicant fails to do so within the required two-week time period, the SSMD FAC Program Manager will endorse the Recertification Request Determined Unacceptable form and return the request form to the applicant with a copy to the HCO (or the AGO Field Delegate Program Coordinator and Line/Staff Office Acquisition Liaison for Field Delegates).
4. If the applicant has successfully substantiated that the 80 CLPs have been earned within the required 24-month period, the POD FAC Program Manager will endorse the Recertification Request is Determined Acceptable form and return the request form with the endorsement to the employee with a copy to the applicable HCO (or the AGO Field Delegate Program Coordinator if the employee is a Field Delegate). The employee should retain the recertification documentation with the original FAC-C certificate to verify that the certification was properly maintained after issuance as required by OFPP and DOC.
5. Submit recertification requests in sufficient time to be received by the SSMC FAC-C Program Manager no later than 30 days prior to the scheduled expiration date of the certification.
6. The employee's failure to complete the required 80 CLPs within the applicable 24-month period will result in expiration of the FAC-C certification. An employee's failure to process recertification request timely or in accordance with these procedures may likewise result in expiration of the FAC-C certification. If the certification is allowed to expire, the employee will be required to submit a complete FAC-C application package to apply for a new certification from OAM under the then-current rules.

1330-1.670 Delegation of Procurement Authority to Field Delegates

(a) Appointment Authority

1. In accordance with DOC DAO 208-2, the SBPO has been delegated authority to select and appoint contracting officers and terminate their appointments. Only fully qualified employees will be delegated the authority to obligate the Department in the expenditure of public funds through the acquisition system. A warranted individual is considered to hold an inherently governmental position as a result of their ability to bind the government; therefore, contractor personnel are not authorized to be issued a contracting officer warrant.
2. The Head of the Contracting Activity (HCA) is a CO by virtue of their position. Other COs are appointed under FAR 1.603 and in accordance with DOC's Contracting Certification and Warrant Program ([CAM 1301.6](#)). In accordance with that policy, the NOAA SBPO may delegate

procurement authority to non-acquisition personnel known as Field Delegates (FDs) through the issuance of a contracting officer warrant. The dollar limit of each individual warrant will be established at the discretion of the SBPO.

3. All NOAA Line and Staff Offices who wish to establish a FD in their organization or in which a FD is assigned shall comply with the requirements of this section, ([CAM 1301.6](#)), and [Acquisition Instruction \(AI\) 17-03, Field Delegate Program](#).

(b) Contracting Certification and Warrant Program

DOC's Contracting Certification and Warrant Program ([CAM 1301.6](#)) establishes criteria for the selection, appointment, and termination of appointment of NOAA COs. Selection and appointment of FDs within NOAA will be determined based upon:

1. The needs of the respective Line Office (LO)/Staff Office (SO) requisitioning office;
2. Determination of workload;
3. Fulfillment by the candidate of all education, experience, training, and career level professional certifications requirements set forth in CAM 1301.6;
4. Completion of required specialized training pertaining to authority type requested (construction, service contracting, etc.);
5. Maintenance of skills currency and FAC-C certification through continuing education or training as mandated in CAM 1301.6, Section 3.3.2.5, which requires 80 hours of continuous learning points to be earned every two years; and
6. A statement from the nominee's supervisor (1) attesting that the candidate is in full compliance with all the requirements and (2) recommending a CO warrant appointment.

(c) Length of Appointment

Generally, appointments do not expire unless otherwise annotated on the SF1402 warrant.

(d) Field Delegate Nomination Criteria

Any (LO/SO) intending to nominate an individual as a FD (herein known as a "candidate") shall first contact their respective Acquisition Liaison (AL) and Field Delegate Program Manager (FDPM) to obtain guidance on the various education, training, certification and other requirements that must be met before the proposed nominee can be warranted. This discussion must address, at a minimum, how the candidate will meet the following core appointment criteria:

1. Number of purchase orders to be executed per fiscal year (minimum of~15 required);
2. Ability of candidate to work independently and exercise sound business judgement; and
3. Ability of candidate to maintain "arms-length" separation from requirements officials while executing contracting duties and report any undue pressure.

(e) Mandatory Experience and Education Requirements

In order to qualify for a contracting officer warrant, a FD nominee shall meet the minimum experience and education requirements specified in [CAM 1301.6, Section 4](#), for a Level I warrant. Additionally,

they must hold a FAC-C Level I certification to qualify for a warrant. Those certification requirements are set forth in [CAM 1301.6, Section 3](#).

Candidates will utilize the Federal Acquisition Institute Training Application System (FAITAS) to document their education, experience, training, and continuous learning points required for initial and on-going certification under the Federal Acquisition Certification in Contracting (FAC-C) program. All candidates and active FDs are responsible for the timely submission of Continuous Learning Point (CLP) requests and achievement requests in FAITAS to ensure CLP requirements are met. Failure to meet continuous learning requirements shall result in the suspension or termination of the FD's warrant.

As specified in [CAM 1301.6, Section 3.9](#), all FAC-C applications will be completed using FAITAS per instructions provided in [CAM 1301.6, Appendix F, FAC-C FAITAS Application Instructions](#), or as directed by the NOAA Bureau Certification Manager (BCM). Candidates will also enter all certificates and other documentation of CLPs necessary to maintain their FAC-C into FAITAS per instructions provided in CAM 1301.6, Appendix G, FAC-C FAITAS Continuous Learning Submission Instructions, or as directed by the BCM. Guidance on earning CLPs and assigning points to various developmental activities can be found in [CAM 1301.6, Appendix E, Guidance on Meeting Continuous Learning Points](#).

(f) Processing Application for Field Delegate FAC-C Certification

The BCM is the FAC-C process owner and is the authority for all matters involving certification. All inquiries as to the FAC-C application and recertification process should be directed to the BCM as identified in FAITAS or other agency website.

(g) Processing Field Delegate Warrant Request

1. Prior to submission of the warrant request, the candidate must be FAC-C Level I certified and have completed the one (1) week of on-site training and approximately six (6) months of oversight by the servicing Acquisition Division (AD);
 - A. The AL shall arrange the candidate's on-site training and oversight with the Simplified Acquisition Procedure (SAP) Branch Chief at the appropriate AD;
 - B. Candidates must maintain regular and continuous contact (at least monthly) with the AD after the one week of on-site training, as this is part of the evaluation process;
 - C. Candidates should process enough requirements during the six month period for the AD to evaluate; and
 - D. Should a candidate fail to complete a reasonable number and diversity of purchase orders (no less than 10 purchase orders) during the oversight period, remedial on-site training may be necessary prior to the release of the candidate to the FDPM.
2. When the responsible HCO has determined that the candidate has completed the on-site training, subsequent oversight, and is sufficiently proficient to be warranted, the HCO shall complete and sign the memo under [NOAA AI 17-03](#) Attachment 2 entitled, [Memorandum on Completion of FD Nominee Oversight](#), and send the memo to the FDPM indicating that the oversight period has been completed. The FD candidate will then prepare the Request for Appointment included

under Attachment 3 of AI 17-03 entitled, [Request for Appointment of FD/CO](#), and send it to the candidate's supervisor.

3. The candidate's supervisor will then prepare and submit the warrant request package (WRP) through the AL which will include the following:
 - A. Resume or OF 612
 - B. FAC-C Level I Certificate
 - C. Performance Plan

4. The dollar threshold of warrants issued will be established at the discretion of the SBPO. Initial warrants issued to FDs will not normally exceed \$25,000 except in extraordinary circumstances. The following is the process to obtain a warrant:
 - A. The candidate prepares a WRP. The candidate ensures that the resume submitted with the package has been updated if necessary to clearly show that the requirement for a minimum of one year of contracting experience has been met. This may include time as a COR, purchasing agent, or contract specialist, but must include the six months of oversight from the applicable AD. CAM 1306.1, Appendix J, Sample Performance Plan Element, provides a sample performance plan that may be used in formulating the performance plan to be submitted with the package; however, it must include the requirements at 1330-1.670(j) Performance Plan.
 - B. The candidate submits the WRP to their supervisor for coordination and the package is then sent to AL for review. If the LO/SO has no AL, the memorandum is sent directly to the FDPM.
 - C. The AL reviews the WRP to ensure it contains all required information and documents and, if so, signs and forwards package to the FDPM for coordination.
 - D. The FDPM reviews the WRP for completeness and forwards to the HCO.
 - E. The HCO reviews package to ensure it contains all required information and documents. The HCO, if concurs in issuance of the warrant, signs and returns the package to the FDPM.
 - F. The FDPM reviews the WRP for HCO's signature, signs, and forwards to the BCM. The BCM prepares the warrant certificate (SF1402) and cover memorandum and forwards to the SBPO for signature.
 - G. The SBPO signs the warrant and memorandum documents and returns them to the BCM.
 - H. The BCM forwards the electronic warrant documents to the FDPM, who further distributes them to the FD, the FD's supervisor, and the AL. The BCM will continue to distribute the original warrant documents as appropriate.

(h) Processing Request for Field Delegate Warrant Increase

To request an increase in the warrant dollar threshold or change in any warrant restrictions stated in the FD’s current warrant, the FD’s supervisor shall prepare a [Request for Field Delegate Warrant Increase](#) found under Attachment 4 of [NOAA AI 17-03](#). To be eligible for a warrant increase, the FD must have been rated either 1) Satisfactory or equivalent under the previous FD rating scale set forth in AGO-POL-08-006, if applicable, or 2) Exceptional or Good under the rating scale set forth in AI 17-03 in their two most recent FD File Reviews. In addition, per 1330-1.670(j), their current performance plan must reflect a separate critical element for Acquisition Management with a minimum weight of 15%. Warrants are generally increased in \$25,000 increments. The following is the process to be followed to obtain a warrant increase:

1. The FD’s supervisor prepares and submits the memorandum requesting an increase and sends to the FDPM.
2. The FDPM reviews the request in light of any known factors related to the FD’s contracting activities, including the results of prior reviews performed on the FD’s contacting actions, and forwards to the NOAA AGO POD Review and Analysis (R&A) Branch Chief (BC). Based on an assessment of all pertinent factors, the R&A Branch Chief evaluates whether an additional review is required prior to making a determination as to whether or not to recommend approval of the warrant increase. A review is performed by the POD, if required. The FDPM reviews the package for completeness, signs approval, and forwards to the BCM.
3. The BCM reviews/concurs and prepares the warrant certificate (SF 1402) and sends it to the SBPO.
4. SBPO signs warrant and memorandum documents and returns them to the BCM.
5. The BCM forwards the electronic version of the warrant documents to the FDPM and distributes the originals. The FDPM disseminates electronic versions to the FD, the FD’s supervisor, and the AL.

(i) On-going Training Requirements

The Department’s training requirements are found in [CAM 1301.6](#), Section 3; warrant requirements are found in CAM 1301.6, Section 4. Please see CAM 1301.6, Appendices E-G for additional information. To ensure adequate training is provided, the FD’s supervisor shall include the required training in the FD’s Individual Development Plan.

The FD and his/her supervisor are responsible to ensure that the FD completes and documents in FAITAS all annual refresher training and CLPs required to maintain the warrant and FAC-C certification.

In order to support the FD’s training needs, the FDPM will provide a variety of training opportunities to include: (i) biennial training events; and (ii) periodic webinar or teleconference training throughout each year. Training subjects will vary based on FD File review trends, FD specific requests, and changes to related acquisition policies and regulations. FDs shall make every effort to attend these training sessions.

While the FDPM provides occasional training, an FD is unlikely to meet all of the biennial CLP point requirements through this training alone. Thus, it is incumbent upon the FD to acquire the additional CLPs they need through other resources such as (i) training activities, (ii) professional activities, and (iii) acquisition-related courses. Failure to comply with CLP requirements nullifies the FAC-C certification and its transferability to other agencies in addition to jeopardizing the FD's warrant.

(j) Performance Plan

FDs shall have a critical element titled "Acquisition Management" weighted no less than 15% included in their annual performance plan for the duration of their warrant.

(k) Suspension/Termination of Warrants

1. In the case where the FD's warrant is suspended after receipt of an FD File Review rating of Unsatisfactory – Recoverable, the FD shall immediately cease all contracting actions pending the completion of the procedures at 1330-1.670(m)6.B. and the final decision regarding the FD's warrant authority.
2. The FD's warrant may be terminated at any time in accordance with CAM 1301.6 Section 4.7.5 Termination of Appointment. Should a warrant be terminated for any reason, the following actions shall be observed:
 - A. The FD shall immediately cease all contracting actions;
 - B. The FD shall immediately inform their supervisor that the warrant has been terminated;
 - C. The FD supervisor, in conjunction with the POD shall ensure that system access allowing award of contracts is revoked; and
 - D. A memorandum signed by the SBPO shall be issued with the SF 1402 Certificate of Appointment which will be annotated as terminated and will indicate the reason for termination.

(l) Files Maintenance and Disposal

Contract files shall be set up, maintained, closed out, and disposed of in accordance with AGO policies and FAR Subpart 4.8 requirements. The AGO Field Delegate Coordinator is the point of contact regarding these issues.

(m) FD File Reviews

The AGO POD shall conduct regular reviews for all Field Delegates in accordance with the procedures set forth in [NOAA AI 17-03](#), to ensure they are performing their CO functions in accordance with the FAR, CAR, and the NAM.

1. Reviews will generally be performed on a sample of contract actions (this includes both awards and modifications) from the most current completed fiscal year. Reviews will be performed at the FD's location as a general rule. However, the POD may allow remote reviews in some

instances where a limited number of files are to be reviewed. For onsite reviews, the FD's LO/SO shall provide funding for all related POD travel expenses.

2. The FD will ensure:
 - A. All files are in order and ready for review by the time the POD representative arrives;
 - B. There is one printed copy of the most current Field Delegate File Review Checklist for each contract action being reviewed; and
 - C. A suitable conference room (large enough for the review team and files) is available for the POD team to use for the duration of the review.
3. The FD checklist, located at http://www.ago.noaa.gov/quicklinks/field_delegate.html, is designed to take into account the impact of each checklist item on the overall rating.
4. The POD will perform an initial review approximately one year after each FD receives their warrant. Thereafter, the POD will attempt to synchronize the FD reviews at each location to provide a review not less than every other year.
5. The Reviews will be conducted in the following three general areas as set forth under NOAA AI 17-03. All ratings and recommendations will be established in accordance with the guidelines spelled out in the AI.
6. The POD will provide a written report within approximately 30 days of completion of the review or out-brief, if the out-brief is not able to be conducted at the end of the review. Each section of the review will be rated individually and a Final Rating for the report will be provided based on the overall results for all files reviewed. Section A of the checklist will have the largest impact on the overall rating. The report will clearly define the FD's strengths, weaknesses, and recommendations for improvement.
 - A. Needs Improvement. If any sections of the files are rated *Needs Improvement*, the FDs will be instructed as to their weaknesses and will be required to submit a corrective action plan due 30 days after the report is sent to the FD.
 - B. Unsatisfactory - Recoverable. The rating of *Unsatisfactory – Recoverable* indicates that while significant deficiencies were found in the FD's files, the FD demonstrated sufficient business acumen and the willingness to implement review recommendations in the future during onsite discussions or training. If any review results in a final rating of *Unsatisfactory – Recoverable* the Field Delegate's warrant may be suspended pending a 100% file review after which POD will determine whether the FD should receive additional mandatory training or have the warrant authority terminated. A corrective action plan is also required. If the FD is recommended for additional mandatory training/oversight, the FD's warrant authority will remain suspended until the training is complete. The POD will repeat the review six months after the mandatory training is complete. If, at that time, the FD is still not performing in accordance with the core competencies as required in CAM 1301.6 Section 1.5 Core Competencies, the FD's warrant authority shall be terminated.
 - C. Unsatisfactory – Unrecoverable. The classification of *Unsatisfactory – Unrecoverable* is a rating in which the POD director has assessed that either the FD's rating or a combination of the rating and an unwillingness or inability to observe regulations, policies, and procedures is so deficient that allowing the FD to continue to maintain a

warrant represents an unacceptable risk to the Agency. This rating typically occurs in instances where the FD had previously received a rating of *Unsatisfactory* or *Needs Improvement* and has demonstrated little or no intent to observe POD recommendations, committing the same or similar types of errors. If any review results in a final rating of *Unsatisfactory – Unrecoverable* the FD’s warrant shall immediately be proposed for termination.

(n) Specialized Contracting Methods / Other Restrictions on Contract Type

In order for any FD to acquire and maintain proficiency in specialized areas of contracting, it is necessary that FDs obtain targeted training and execute a significant amount of actions using specialized methods. Should it become necessary that the FD will be required to award or administer any of the following types of contracts, additional training and or approval is required as indicated below:

1. Construction contracts – Training Required: CON 244 or other FDPMP-approved training – Limited to \$100K; FDs shall consult FDPMP on first two (2) construction projects (solicitation through administration)
2. A/E Contracts- Shall not be executed by FDs
3. Labor-hour (LH) or time-and-materials (T&M) – Prior Written Approval of FDPMP
 - A. Written approval may be submitted in the form of an e-mail request.
 - B. The FD must provide a draft solicitation and background requirements documents (including justification for T&M/LH) in order to request approval.
4. Cost-type contracts – Shall not be executed by FDs
5. Incentive or Award Fee Contracts – Shall not be executed by FDs

(o) Workload Turnover

Field Delegates with planned dates for retirement or separation, or who would otherwise be reassigned to other non-FD positions are required to cease executing contract actions at least 60 days prior to the projected retirement, separation, or reassignment date.

1. Field Delegates shall engage their supervisor, their respective AL, and the FDPMP to come up with a formal disposition plan of contracts with periods of performance, delivery dates, or any other required administrative contract actions extending past the FDs expected departure date.
 - A. There is no required format for the plan
 - B. The plan shall be detailed in a memo signed by the individual gaining the workload and the individual transferring the workload.
2. The individual gaining the workload shall be given sufficient time (at least 30 days) to review and reconcile any issues discovered with the contract files that are to be transferred.
3. The transferring FD’s primary option should be to transfer the contracts to another FD within the same LO.
 - A. Any proposed transfer of contracts to an AD must obtain the written concurrence of the gaining HCO.
 - B. A fee may be incurred with the transfer of files to an AD.

- C. The FD that is transferring the contract files shall include the following certification statement directly above the signature block: *“I certify to the best of my knowledge and belief that no significant deficiencies exist in the contract files transferred, not otherwise identified in the disposition plan.”*

1330-1.671 Responsibility of other Government Personnel

(a) While the contracting officer is responsible for determining how to acquire supplies and services, the conduct of the acquisition process, and execution of contracts, NOAA program/requisitioning offices are responsible for decisions about the requirements for what is being acquired. Program/requisitioning offices are organizations within NOAA that are responsible for planning and managing agency acquisitions to meet mission needs; providing funding documents and budget estimates; designating program managers; nominating individuals as CORs, alternate CORs, and points of contact/order contact to the contracting officer; ensuring training and certification requirements are met and maintained; and building productive working relationships with contracting officers to communicate program office concerns and issues.

(b) COs rely on many other organizations for support during the acquisition process. Program managers, including those designated as CORs, interpret and provide recommendations on all technical matters. The program manager is the technical expert for overall planning and management of the technical aspects of the acquisition involving scope, budget/cost, performance, quality, and deliverables. The program manager works through productive mutual interaction with other organizations and end users to maintain progress and reduce risks. The program manager is responsible for the following:

1. Initiating a new project or essential changes in a current project and communicating that need to the contracts staff;
2. Overseeing and managing all aspects of a single acquisition or a single program involving multiple acquisitions greater than \$10 million in value, from requirement development through receipt, acceptance, and closeout of contract. Every program manager shall satisfy the training requirements detailed in CAM 1301.671, Program and Project Manager Certification Program,
3. Leading the Integrated Project Team (IPT), which consists of all individuals involved in the acquisition and is responsible for making programmatic decisions regarding the acquisition(s) and keeping NOAA management informed of progress, developments, and problems throughout the lifecycle of the acquisition. The program manager develops the IPT charter, which identifies the team’s purpose, composition, roles, responsibilities and authorities, scope, and deliverables,
4. Conducting market research,
5. Preparing any Justification for Other Than Full and Open Competition,
6. Developing the specifications and completing the Requirements Package and applicable portions of the acquisition plan, including work statement and evaluation criteria,
7. Providing and coordinating approvals required by the program office,
8. Identifying known sources,
9. Providing documentation to support the PR (i.e., identification of funding source), justifications (when applicable), and the independent Government cost estimate,
10. Participating in technical evaluations, cost analyses, and negotiations,

11. Serving as the COR during contract performance to monitor the contract from a technical and financial standpoint, evaluating the contractor's performance, and conducting inspection and acceptance when applicable, and
12. When performing Construction and Architect-Engineer services, serving as the COR and the evaluating official in accordance with FAR 36.604(a)(2) and (3).

(c) The Office of General Counsel Contract Law Division (OGC CLD) is responsible for providing legal counsel, review, and concurrence for contracting actions identified in [CAM 1301.71, Legal Review of Acquisition-Related Actions](#).

(d) The POD provides guidance/recommendations on acquisition policy matters and provides pre-award and post-award review services. The POD is responsible for the following:

1. Reviewing contractual files/documents in accordance with [Part 1330-70](#).
2. Ensuring that contractual documents requiring higher-level management approval are in accordance with applicable regulations, policy, and guidance prior to SBPO approval.

(e) Budget/Finance Office (FO). The LO/SO FO manages funds and attests to proper use of funds in accordance with Federal appropriations law. The FO is responsible for the following:

1. Providing payment/collections involving vendors and intergovernmental organizations (contracts, orders, Interagency Agreements, etc.),
2. Providing financial reporting and accounting services to NOAA, and
3. Providing financial advice and recommendations as requested by NOAA acquisition personnel.

(f) The DOC, Office of Small and Disadvantaged Business Utilization (OSDBU), is responsible for promoting and facilitating small, small disadvantaged, 8(a), women-owned, economically disadvantaged women-owned, veteran-owned, service-disabled veteran-owned, and HUBZone small businesses as federal Government contractors, subcontractors, and suppliers. In accordance with FAR 19.201(d), the NOAA Small Business Officer is responsible for advising the AGO on the development, evaluation, and implementation of Federal and Commerce small business policies and regulations. An Acquisition Division Small Business Specialist, appointed by the HCO, coordinates specific small business activities with the NOAA Small Business Officer. Policy guidance for the implementation of the NOAA small business program is set forth in [Part 1330-19](#) and the [NOAA AGO Small Business Program Standard Operating Procedure](#).

Part 1330-3 Improper Business Practices and Personal Conflicts of Interest

Subpart 1330-3.1 Safeguards

1330-3.101 Standards of Conduct

1330-3.101-1 General

The [Standards of Ethical Conduct for Employees of the Executive Branch](#) in 5 Code of Federal Regulations (CFR) 2635 detail provisions and standards that apply to all employees participating in any step of the acquisition process. Any employee who becomes aware of a potential conflict of interest during participation in an acquisition to which the individual has been assigned shall seek advice about their qualifications to continue to serve in the assignment through the [designated ethics officer](#). The employee shall also advise the contracting officer and CLD as issues involving personal conflicts of interest may also raise questions of bias or an appearance of bias that may expose the subject acquisition to scrutiny.

1330-3.104 Procurement Integrity

1330-3.104-1.70 Definitions

“Senior Official” for post-employment purposes, senior status is determined by salary. Senior in this case means an employee in the Senior Executive Service (SES) or an employee in another pay system whose annual rate of basic pay, excluding locality adjustment, is equal to or greater than 86.5% of the Executive Schedule Level II salary.

1330-3.104-370 Post-Government Employment Restrictions

(a) Before Leaving Government.

1. An employee may not work on a matter (such as an existing or future contract or grant) that would have a direct and predictable effect on the employee’s financial interests or on the financial interests of a person or organization with whom the employee is negotiating or has an arrangement concerning prospective employment. (18 U.S.C. § 208);
2. An employee may not work on a matter if the employee is “seeking employment” with a person or organization affected by that matter, even if the employee’s job search has not progressed to actual negotiations. (5 C.F.R. Part 2635);
3. An employee working “personally and substantially” on a procurement for a contract worth more than the simplified acquisition threshold (currently \$150,000) must provide written notice of a contact with an offeror about prospective employment, even if the employee immediately rejects the possibility of employment. The employee must file a written disqualification memo if the employee commences to seek employment. (41 U.S.C. § 2103; 48 C.F.R. Part 3);
4. An offeror who engages in employment discussions with a federal employee involved in an acquisition subject to the restrictions of 41 U.S.C. § 2103 and who knows that the federal

employee has not done the required notification is subject to criminal, civil, and administrative penalties. (FAR 3.104-8(b))

(b) After Leaving Government

1. Permanent ban for specific party matter – A former employee is prohibited from having contact with an employee of any Federal agency or court, on behalf of another person or entity, concerning a specific party matter (such as a contract or grant) with which the former employee was involved as a Government employee. (18 U.S.C. § 207);
2. Two-year ban for specific party matter (official responsibility) – A former employee is prohibited for two years from having contact with an employee of any Federal agency or court, on behalf of another person or entity, concerning a specific party matter (such as a contract or grant) for which the former Government employee had official responsibility in his last year of Government service. (18 U.S.C. § 207);
3. One-year ban for senior employees – A former high-level employee is prohibited from having contact with an employee of his or her former Federal agency, on behalf of another person or entity, concerning any official matter for one year. (18 U.S.C. § 207; 5 U.S.C. § 5311);
4. Two-year ban for senior political appointees – A former senior political appointee shall not communicate with or appear before an officer or employee of his or her former Federal agency, on behalf of another person or entity, concerning any official matter for two years. (18 U.S.C. § 207);
5. One-year compensation ban for employees involved in procurement –
 - A. A former employee may not accept compensation from a contractor within one year after the former employee served as the contracting officer, source selection authority, a member of the source selection evaluation board, chief of a financial or technical evaluation team, program manager, or deputy program manager, in a procurement in which that contractor was selected for award of a contract in excess of \$10,000,000. (41 U.S.C. § 2104; FAR 3.104-3(d));
 - B. A former employee may not accept compensation from a contractor within one year after the former employee personally made for the federal agency a decision to award a contract, subcontract, modification of a contract or subcontract, or a task order or delivery order in excess of \$10,000,000 to that contractor; establish overhead or other rates applicable to one or more contracts for that contractor that are valued in excess of \$10,000,000; approve issuance of one or more contract payments in excess of \$10,000,000; or pay or settle a claim in excess of \$10,000,000 with that contractor. (41 U.S.C. § 2104; FAR 3.104-3(d))

(c) Solicitation and Contract Language.

1. Federal laws and regulations impose certain restrictions on Federal employees after leaving Government service.
2. To maximize awareness of and improve compliance with post-Government employment restrictions NOAA contracting officers shall include language at [1330-52.203-71, Notice of](#)

[Post-Government Employment Restrictions](#) in all solicitations and contracts exceeding the simplified acquisition Threshold.

(d) Contractor Acknowledgment

1. By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restrictions on current and former NOAA employees; and
2. The contractor further acknowledges that it has provided notice to their former NOAA employees of post-Government employment restrictions that may be applicable to them.

(e) NOAA Employee Awareness

1. An official or former official who does not know whether he or she would be precluded from accepting compensation from a particular contractor may seek an advisory opinion from the Ethics Law and Programs Division of the Office of General Counsel.
2. AGO encourages NOAA employees to consult the Department's Ethics Law and Programs Division for specific guidance at ethicsdivision@doc.gov.

1330-3.104-4 Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information

(a) Any individuals requiring access to source selection information as a result of participating on a source selection or in the performance of their duties shall read FAR Part 3.104 and 41 U.S.C. 423 and sign the [Confidentiality Certificate, Conflict of Interest Certificate, and Non-Disclosure Agreement and Statement of Financial Interest](#) prior to participating in the source selection process or obtaining access to source selection information. Refer to CAM 1315.3, Appendix C – Confidentiality Certificate, Appendix D – Conflict of Interest Certificate, and Appendix E – Non Disclosure Agreement.

1330-3.104-6 Ethics Advisory opinions on a former official's acceptance of compensation from a contractor

(a) An employee who becomes aware of a need to disqualify themselves from participation in an acquisition to which they have been assigned should in accordance with 5 CFR 2635.604(b) and FAR 3.104-6 provide a written request for disqualification to the individual's supervisor or source selection authority (SSA) if the individual is participating in source selection. This request should be routed through the contracting officer and designated [agency ethics official](#).

1330-3.104-7 Violations or Policy Violations

(g) The Head of Contracting Activity (HCA) has not delegated authority under this subsection.

Subpart 1330-3.9 Whistleblower Protections for Contractor Employees

1330-3.907 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (The Recovery Act)

1330-3.907-3 Procedures for Filing Complaints

(c) SBPO shall coordinate any actions taken with regard to Whistleblower Protections for Contractor Employees with OGC CLD.

Subpart 1330-3.70 Scientific Integrity and Research Misconduct

1330-3.7001 Policy

(a) In order to provide appropriate protections for NOAA regarding scientific integrity and research misconduct under its contracts, orders and grants, NOAA contracting officers shall include the NOAA solicitation and contract language located at [1330-52.203-70](#) entitled “Scientific Integrity and Research Misconduct” in new solicitations and resulting contracts and orders exceeding the micro-purchase threshold, and modify existing contracts and orders, that provide for the performance of scientific activities or presentation of the results of scientific activities as defined in NAO 202-735D.

Incorporation of the provision into existing applicable contracts and orders shall be done in conjunction with the next modification to be issued.

(b) NOAA contracting officers will participate in the reporting, investigation, and resolution of allegations of scientific or research misconduct as set forth in the Procedural Handbook made a part of NAO 202-735D.

(c) In cases where a finding of research misconduct related to a NOAA contract or order has been made, contracting officers shall pursue appropriate remedies available to the Government under the contract or order terms and conditions and applicable laws and regulations that may include, but are not limited to, disallowance of costs, recoupment of payments, termination, suspension or debarment.

Part 1330-4 Administrative Matters

Subpart 1330-4.2 Contract Distribution

1330-4.201 Procedures

Until contract documents are made available through a centralized AGO information system, the distribution of paper copies is as follows:

- (a)** Original to the contract file,
- (b)** Duplicate original to the contractor,

- (c) Duplicate original to FO,
- (d) Copy to requisitioner and COR(s),
- (e) Copy to the NOAA Office of the Chief Administrative Officer Branch [Personal Property Management Branch \(PPMB\)](#) if the acquisition requires purchase and delivery of accountable property,
- (f) Copy to the NOAA Small and Disadvantaged Business Utilization Specialist (SADBUS) for any contract requiring submission of Small/Disadvantaged Business Subcontracting reports, and
- (g) A link to the Customer Survey sent to client to obtain feedback,
- (h) A [NOAA Contract Distribution Checklist](#) is provided as part of the AGO website.

Subpart 1330-4.8 Government Contract Files

1330-4.801 General

(b) To constitute a complete history of the transaction, the documentation in the file generally starts with the receipt of the PR in the contracting office from the program office. If significant planning activity occurs prior to the contracting officer's receipt of the PR, the file includes documentation from prior to receipt of the PR.

1330-4.802-70 Contract Files

(a)(1)

- A. The CO shall prepare and maintain a file for each acquisition and award consistent with the requirements below and shall ensure file contents adhere to the informational requirements for reviews, audits, approvals, and project management needs.
- B. The [Contract File Checklist](#), [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 8.405-3](#), and [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 13.303](#), are tools to ensure that each AGO contract, BPA, simplified acquisition, and delivery/task order file is sufficient to constitute a complete history of each acquisition and meet applicable legal, statutory, regulatory, and policy requirements. The extent of file documentation is dictated by the nature, complexity, commercial availability, estimated value of the requirement, and the applicability of laws and regulations.

(b) Assemble and file documents in accordance with with the [Contract File Checklist](#), [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 8.405-3](#), or [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 13.303](#), as appropriate) as follows:

1. Tab the contract file,
2. Omit any tab not required for the contract file,
3. File items in reverse order starting with Tab (1) on the bottom of the file and the highest applicable tab number on top,
4. File documents within a tab chronologically with the most recent document on top,
5. Place documents too voluminous for an individual tab in a separate file. Annotate the tab with the location of the file, and
6. Do not include any extra or duplicate copies of award or other documents.

1330-4.804-570 Procedures for Closing Out Contract Files

(a) NOAA Legacy Contracts: The funding amounts authorized in C. Suite shall match the recorded funding amount in the Commerce Business System (CBS) for contracts awarded prior to 2007.

1. Before distribution of the NOAA legacy obligation document, the CO shall request documentation of the recorded obligation amount in CBS from the Program Office;
2. The CO shall verify that the NOAA legacy obligation document amount in C. Suite matches the recorded amount in CBS; and
3. The CO shall coordinate with the Program Office and the Finance Office and document in the contract file the reconciliation of any funding discrepancy.

(b) All NOAA Contracts, Task/Delivery Orders, and Modifications: Any contract, task/delivery order, or modification containing excess funds and is physically complete shall require an analysis of the excess funds and the generation of a purchase request for the de-obligation of funds in a timely manner.

1. The contracting officer shall analyze the contract or task/delivery order containing excess funds within 60 days of physical completion of the work, as defined in FAR 4.804-4 or subsequent to the final contract payment.
2. During the analysis of the excess funds, the contracting officer will make a determination on whether the excess funding is suitable for de-obligation. The contracting officer shall document the contract file with the performed analysis of the excess funds and, if applicable, the determination that the deobligation of excess funding is inappropriate.
3. Within 60 days following the analysis, if the CO determines excess funds are appropriate to de-obligate, the contracting officer shall request that the Program Office provide a Purchase Request for the de-obligation of the excess contractor task/delivery order funds.

Subpart 1330-4.14 Reporting Executive Compensation and First-Tier Subcontract Awards

1330-4.1402 Procedures

(a)(1) COs may elect to delegate this responsibility to a contract specialist or others, but the COs remain responsible for accomplishment of the quarterly verification of contractor reports in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS) to comply with the requirements of FFATA. The verification is limited to ensuring consistency with contract information that is readily available to the CO. The review is necessary because the integrated system will cross check contractor entries against the Federal Procurement Data System (FPDS) data and anomalies in contract information will require correction by either the contractor or the CO. Examples of data fields that COs must verify include:

- A. Prime contract number
- B. Awarding Agency name and code
- C. Funding Agency name and code
- D. Government contracting office code
- E. Treasury Account Symbol (TAS)

F. Prime NAICS

(2) The contractor’s reporting requirements include many data elements that COs will not know and; therefore, are not responsible for verifying, such as:

- A. Whether or not a subcontract has been issued
- B. Whether or not reported subcontract value, place of performance, etc., is accurate.
- C. Whether or not a prime or subcontractor meets the thresholds or qualifies under an exemption to executive compensation reporting.

(3) The CO shall inform the contractor of any inconsistencies found with the contract data and require that the contractor correct the report or provide a reasonable explanation as to why it believes the information is correct. The CO shall document the results of the review and verification of the report data, including any corrective action required and accomplished by the contractor, in the official contract file. Because the FSRS is a subcomponent of Electronic Subcontracting Reporting System (eSRS), users already registered in eSRS will have access to FSRS to verify contractor reporting. Others needing access to eSRS/FSRS for purposes of FFATA reporting verification should register at the eSRS site. Registration instructions can be found at https://esrs.symlicity.com/government_registration. Contractor reports may be accessed either via the www.esrs.gov site or directly at the www.fsr.gov site.

Subpart 1330-4.16 Unique Procurement Instrument Identifiers

1330-4.1601 Policy

(a) Use the process detailed herein to determine the uniform Procurement Instrument Identifier (PIID) for procurement instruments (contracts, orders, Blanket Purchase Agreements (BPAs), etc.). Do not use this process for imprest fund/convenience check purchases or purchases made with the Government-wide commercial purchase card under the micro-purchase threshold.

1330-14.1603 Procedures

(a) *Elements of a PIID.* The basic PIID stays the same throughout the life of the procurement instrument. It consists of 17 alphanumeric characters, and is broken down utilizing the structure provided in the table below:

PIID Breakdown Example: 1332KQ18CANWWW1234		
Activity Address Code (AAC)	<i>Position 1-6.</i> Activity Address Code (AAC) means a distinct six-position code consisting of a combination of alpha and/or numeric characters assigned to identify specific agency offices, units, activities, or organizations. The AAC identifies the contracting office awarding the requirement.	1332KQ

PIID Breakdown Example: 1332KQ18CANWWW1234		
Fiscal Year	<i>Position 7-8.</i> Two digits and indicates the last two positions of the fiscal year of the base transaction (e.g. 17, 18, 19, etc.).	18
PIID Instrument Identifier	<i>Position 9.</i> A one character alphabetic code identifies the type of acquisition transaction being processed (contract, IDIQ, etc.).	C
Client Identifier	<i>Position 10-13.</i> Four characters used to identify the client end user (e.g. NWS Pacific Region). This is typically the first four characters of the Purchase Request.	NWWW
Serial Number	<i>Position 14-17.</i> The automated procurement system generates the serial number based on the selected counter code. This means that more than one document may be numbered 0001 during the current fiscal year. The numbers and letters ahead of this serial number differentiate the actions. Pay close attention to the counter code indicator to ensure a Unique PIID is created.	1234

(b) The basic procurement instrument identification stays the same throughout the life of the procurement instrument. It consists of 14 alphanumeric characters as follows:

Supplemental PIID-Amendments to Solicitations Example: 1332KQ18CNWWW12340001		
Serial Number	<i>Position 1-4.</i> Four numeric characters numbered sequentially beginning with 0001.	0001
Supplemental PIID Modifications to contracts, orders, and agreements: 1332KQ18CNWWW1234P18001		

Supplemental PIID-Amendments to Solicitations Example: 1332KQ18CNWWW12340001		
Office issuing the modification	<i>Position 1.</i> Office issuing modification represented by the letter “P” or “A.” The letter “P” shall be designated for modifications issued by the procuring contracting office. The letter “A” shall be used for modifications issued by the contract administration office (if other than the procuring contracting office).	P
Fiscal Year	<i>Position 2-3.</i> Two digits and indicates the last two positions of the fiscal year of the modification (e.g., 17, 18, 19 etc.).	18
Modification Number	<i>Position 4-6.</i> Three-digit system generated sequential modification number.	001

Reference material including the full lists of NOAA AACs, PIID Instrument Identifiers, and Client Identifiers; PIID (including legacy PIIDs); and Supplementary PIIDs can be found at:

https://docs.google.com/presentation/d/1zLrssyk62mXhm6IPd2zOQ5g1br_9VFIUezdgvsSOGis/edit?usp=sharing

Part 1330-5 Publicizing Contracting Actions

1330-5.002-70 Policy

(a) Prior to the release of any synopsis to the Government Point of Entry (FedBizOpps), review is required to ensure that the synopsis contains all FAR-required content and is clear, complete, and unambiguous.

1. The review shall be conducted by a contracting officer unless the contracting officer is also the contract specialist as defined in 1330-1.602-2, in which case, the review shall be at the next higher level (i.e., Branch Chief or HCO) depending on the specific acquisition and the existing organizational structure.
2. The review, including disposition of any comments, shall be documented in the order/contract file with the reviewing official’s signature on the review copy of the synopsis.

Subpart 1330-5.1 Dissemination of Information

1330-5.101 Methods of Disseminating Information

(a)(2) Contracting officers and Field Delegates must disseminate information on proposed solicitations valued at more than \$15,000 and less than \$25,000 by advertising on FedBizOpps.

Subpart 1330-5.3 Synopses of Contract Awards

1330-5.303 Announcement of Contract Awards

(a) Policy. In accordance with the cancellation of Commerce Acquisition Manual 1305.303, contracting officers shall make available information on contract awards, upon the request of Members of Congress. See Subpart 1330-5.403(d).

Subpart 1330-5.4 Release of Information

1330-5.401 General

(b)(3) Refer to Subpart 1330-24.1 for Release of Privacy Information and 1330-24.2 for Release of Information under the Freedom of Information Act (FOIA).

1330-5.402 General Public

(a) Upon receipt of a request for information from the public, the CO must review the request and make a determination as to the type of information requested. If the information requested applies to an individual or a group of individuals or a collection of documents that include information that pertaining to individuals, then the Privacy Act applies. With concurrence of the FOIA office, the request may be denied. If the information sought is in regard to an acquisition, then the FOIA usually applies, and the request must be forwarded to the FOIA officer. If the information being sought seeks information that is privileged because it was obtained during market research or due diligence, one-on-one sessions, the CO should make the FOIA office aware of those situations and oppose any improper release. No information should be released until the procedures in paragraph (b) below have been followed and guidance has been received.

(b) For handling requests from the general public, provide the following information to the BPO:

1. Initiator of contact,
2. Initiator's organization,
3. Time and date of contact,
4. Form of contact, indicating office visit, conference, email, phone call, or other,
5. Subject/purpose/request of contact,
6. Participants involved in the contact,
7. Person in Acquisition Division contacted,

8. Phone number and email address of person contacted, and
9. Action taken following contact, including a proposed reply to requests for information that would result in disclosure of agency-sensitive information, business confidential information, or information prejudicial to competitive acquisition.

(c) Procedures for handling request from state and local Government legislative officials are the same as for the general public.

1330-5.403 Requests from Members of Congress

(a) Prior to the release of any information, follow the procedures in paragraphs (b) and (c) below.

(b) Notify Office of Legislative Affairs when you receive any congressional inquiry.

(c) For requests that involve routine information as defined in Departmental Administrative Order for Legislative and Intergovernmental Affairs (DAO 218-2), provide the following information to the POD and BPO:

1. Initiator of contact,
2. Initiator's organization,
3. Time and date of contact,
4. Form of contact, indicating office visit, conference, email, phone call, or other,
5. Subject/purpose/request of contact,
6. Participants involved in the contact,
7. Person in Acquisition Division contacted,
8. Phone number and email address of person contacted, and
9. Action taken following contact, including a proposed reply to requests for information that would result in disclosure of agency-sensitive information, business confidential information, or information prejudicial to competitive acquisition.

(d) For requests for contract award information from Members of Congress, the contracting officer shall prepare and submit a proposed reply in accordance with FAR 5.403 Requests from Members of Congress and CAM 1301.70 Delegation of Contracting Authority to the Department of Commerce SPE.

(e) All proposed responses to Members of Congress shall be submitted as a Senior Bureau Procurement Official (SBPO) Review prior to the submittal to the Department of Commerce SPE.

1330-5.470 Audits

Forward immediately any requests from the DOC Office of Inspector General and the GAO to the POD who serves as the liaison with these organizations.

Subchapter B – Competition and Acquisition Planning

Part 1330-6 Competition Requirements

Subpart 1330-6.3 Other than full and open competition

1330-6.302 Circumstances permitting other than full and open competition

1330-6.302-1 Only one responsible source and no other supplies or services will satisfy agency requirements

(c) Application for brand-name descriptions. See [NOAA Brand Name Training](#) for additional guidance.

1330-6.303 Justifications

1330-6.303-2 Content

(a) A justification is required for every proposed contract above the micro-purchase threshold that does not promote full and open competition. When preparing justifications, the following apply:

1. For a proposed action at or below the Simplified Acquisition Threshold (SAT), use the Purchase Request and attach the narrative for the justification.
2. For a proposed action above the SAT, use [Form CD-492, Justification for Other Than Full and Open Competition](#), and address the sequential requirements itemized in FAR 6.303-2(a) and as required by the [Acquisition Instruction \(AI\) 17-01, NOAA Procedures for Justification for Other Than Full and Open Competition](#). These procedures are applicable to all NOAA Line and Staff Offices and all acquisitions under FAR Part 6, with exception to those acquisitions exempt under FAR 6.001 or by authorized statute. This AI is not applicable for Limited Source(s)/Brand Name Justifications (FAR 8.405-6(d)); Single Source Determinations (FAR 13.106-1(b)); Sole Source/Brand Name Justifications (FAR 13.501); or Justifications for an Exception to Fair Opportunity (FAR 16.505(b)(2)(ii)).
3. In accordance with FAR 6.303-2, each Justification for Other Than Full and Open Competition shall contain sufficient facts and rationale to justify the use of the specific authority and at a minimum, address each of the twelve content requirements. A Justification for Other Than Full and Open Competition is prepared by the requesting activity using, using the [Justification for Other Than Full and Open Competition](#) template, and formulates the written documentation required to support the recommendation for other than full and open competition after conducting thorough market research. The requesting activity certifies that the narrative information within the justification is accurate and contains complete data necessary to support the recommendation for other than full open competition. The requesting activity also certifies that the justification verifies the Government's minimum needs or schedule requirements and any rationale used to justify other than full and open competition procedures. The requisitioner certifying bona fide need shall certify the noncompetitive procurement on the [Form CD-492, Justification for Other Than Full and Open Competition](#). The Line and Staff Offices may

establish additional written policies for the review and certification of noncompetitive procurements as deemed necessary.

1330-6.304 Approval of the Justification

(a)(1) The NOAA SBPO has delegated the authority for the review and approval of a Justification for Other Than Full and Open Competition not exceeding \$700,000 to the HCO for each Acquisition Division. Approval for a Justification for Other Than Full and Open Competition exceeding this amount shall follow the delegated authority within Appendix A of [CAM 1301.70](#). See the [AGO Review and Approval Matrix](#) for review and approval authorities.

Part 1330-7 Acquisition Planning

Subpart 1330-7.1 Acquisition Plans

1330-7.104 General Procedures

(a) Milestone acquisition plans are prepared by the program official with the advice and assistance of the contracting officer (CO), and are approved by the CO. Depending on the nature, complexity, dollar value, and visibility of the action, additional approval may be necessary. Milestone acquisition plans shall be approved before the associated solicitation is issued.

1330-7.104-70 – Acquisition Review and Approval Process

(a) Formal acquisition plan review and approval processes are set forth in [Acquisition Instruction \(AI\) 16-01, NOAA Acquisition Review and Approval Process](#), and its corresponding [Addendum](#) which implements the interim FITARA procedure for routing formal acquisition plans to the DOC CIO.

(b) Formal acquisition plans greater than or equal to \$10M and less than \$75M, require SBPO approval and a NOAA Acquisition Review Board (ARB). Formal acquisition plans greater than or equal to \$75M require SPE approval and a DOC ARB in addition to a NOAA ARB. For procedures specific to the NOAA ARB, please refer to [AI 13-01, NOAA Acquisition Review Board Procedures](#).

1330-7.105 Contents of Written Acquisition Plans

(b)(21) A milestone acquisition plan using the Milestone Acquisition Plan template (available in fillable [PDF](#) and [Excel](#) formats) shall be developed for all actions, including task/delivery/call orders, and purchase orders, in which the total anticipated value (including options) is expected to exceed the simplified acquisition threshold (SAT). The milestone acquisition plan shall be completed in accordance with the procedures spelled out under [Acquisition Instruction \(AI\) 17-02 \(Version 2\), Procedures for Milestone Acquisition Plans](#).

a. For an action greater than the SAT and less than \$10 million, the approved milestone acquisition plan will serve to meet the statutory requirement for acquisition planning (reference FAR Part 7).

b. For an action equal to or greater than \$10 million, per [CAM 1307.1, Section 1, Paragraph 1.7.3](#), a milestone acquisition plan is required in addition to the requirement for a formal acquisition plan. For these actions, page two of the Milestone Acquisition Plan template (fillable [PDF](#) or [Excel](#)) meets the requirement set forth in [CAM 1307.1, Section 5, Paragraph 5.4.3\(v\)](#).

c. The requirement for a milestone acquisition plan may be waived by the HCO, or higher, for emergency actions when the need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured if the supplies or services were not immediately acquired, except when unusual and compelling urgency occurs due to poor planning or failure to timely initiate the acquisition process. Part 1330-8 Required Sources of Supplies and Services

1330-8.002-70 Priorities for use of Government Supply Sources

(a) FAR 8.002 addresses required sources of supplies and services. A checklist to ensure all required sources of supply have been addressed is provided under the [Required Sources of Supply or Services Checklist](#).

(b) A number of strategic sourcing vehicles exist at both the Department and Government-wide levels. These are considered as priority sources. Examples include the [Federal Strategic Sourcing Initiative Third Generation \(FSSI OS3\) Office Supply IDIQ contracts](#) described in Subpart 1330-8.70, Office Supplies, and the [Department-wide contract for PCs and Accessories BPA](#) described in [Subpart 1330-8.71, Personal Computers and Accessories](#).

(c) When a strategic sourcing contract vehicle is available, but is not used to satisfy a program office’s needs, the CO shall document the basis for the decision in the contract file.

Subpart 1330-8.4 Federal Supply Schedules

1330.8.404-Use of Federal Supply Schedules

(h)(3) Time-and-materials or labor-hour order for the acquisition of commercial services.

(ii)(A) Contracting staff shall utilize the AGO template entitled, [Determination and Findings for Use of Time and Materials or Labor Hour Contract or Order](#), when completing a determination and findings (D&F) that no contract type other than time-and-materials or labor-hour is suitable, unless a request for waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

(ii)(C) In accordance with [NAM 1330-16.601\(d\)\(1\)](#), when the total performance period, including options, is more than three years, the D&F shall be signed by the contracting officer and approved by the HCO prior to the execution of the base period.

1330-8.405 Ordering procedures for Federal Supply Schedules

1330-8.405-3 Blanket purchase agreements (BPAs)

(a)(7) Contracting staff shall utilize the AGO checklist entitled, [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 8.405-3](#), for preparing the files for BPAs, unless a request for waiver to the required checklist has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

1330-8.405-6 Limited Sources

(a)(1) Contracting staff shall utilize the AGO template entitled, [Limited Sources or Brand Name Justification for an order / Blanket Purchase Agreement \(BPA\) Above the Micropurchase Threshold and Up to the SAT](#), to complete a justification for a limited sources requirement above the micro-purchase threshold and up to the simplified acquisition threshold (SAT) under FAR 8.405-6, unless a waiver has been granted by the NOAA AGO SBPO. The request for waiver shall provide supporting details and be submitted through the AGO POD as an SBPO Review using the [AGO Transmittal Memorandum Template](#). See [1330-8.405-6\(c\)](#) to complete a limited source justification for a requirement exceeding the SAT.

(b)(1) See [NOAA Brand Name Training](#) for additional guidance

(b)(2) Contracting staff shall utilize the AGO template entitled, [Limited Source\(s\)/Brand Name Justification for an Order/BPA Exceeding the Micro-Purchase Threshold and Up to the Simplified Acquisition Threshold](#), to complete a justification for a brand name requirement above the micro-purchase threshold and up to the SAT under FAR 8.405-6, unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver shall provide supporting details and be submitted through the AGO POD as an SBPO Review using the [AGO Transmittal Memorandum Template](#). See [1330-8.405-6\(c\)](#) to complete a brand name justification for a requirement exceeding the SAT.

(b)(3) In accordance [Department of Commerce Procurement Memorandum 2013-01](#), when using the FedBid reverse auction tool, the deviation authorizes ordering activities to post the information relevant to the GSA Multiple Award Schedule as detailed in FAR 8.405-6(b)(3)(i), including brand name documentation or justification and the solicitation, to the Government-wide point of entry and as an alternative to using GSA's electronic Request for Quote/Request for Proposal system, e-Buy. Contracting officers shall post the solicitation and required justification to the Federal Business Opportunities using [FedBid's](#) automatic feed and comply with FAR 8.405 requirements. The policy remains effective until rescinded by the Department.

(c) Contracting staff shall utilize the AGO Template entitled, [Limited Sources or Brand Name Justification for an Order/BPA Exceeding the SAT](#), for a limited sources or brand name justification for a requirement exceeding the SAT under FAR 8.405-6, unless a waiver to the required template has been

granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

(d) Justification approvals. [See AGO Acquisition Review Approval Matrix](#).

Subpart 1330-8.8 Acquisition of Printing and Related Supplies

1330-8.802 Policy

(a)(1) Government printing must be performed through the GPO unless deemed not to be Government printing based on requirements stated in paragraphs 35-3 and 35-4 of Government Printing and Binding Regulations.

(b)(1) Contact the [NOAA Copy Manager](#), who is the delegated central printing authority within the Facilities Service Division under CAM 1301.70, for technical assistance with respect to questions about restrictions imposed by the Joint Committee on Printing.

1330-8.802-70 DOC policies and procedures

(a) See the [Commerce Publishing and Printing Management Manual](#) for specific guidance and instructions.

(b) See [Copying Equipment \(NAO 206-6\)](#) for procedures and responsibilities related to acquisition, relocation, and disposition of copying equipment in the Washington, D.C., metropolitan area.

Subpart 1330-8.70 Office Supplies

1330-8.7001 Policy

(a) If requirements for office supplies are not satisfied from the mandatory sources listed in FAR 8.002 and 8.003: (a) The use of Federal Strategic Sourcing Initiative (FSSI) Office Supplies Third Generation (FSSI OS3) Indefinite Delivery, Indefinite Quantity (IDIQ) contracts is mandatory for all acquisition of office supplies, including purchase card transactions; and (b) Contracting officers and purchase card holders shall comply with the policy and ordering guidance located within [Procurement Memorandum 2015-07 Federal Strategic Sourcing Initiative for Office Supplies Third Generation](#) when ordering office supplies offered under the FSSI OS3 vehicle.

Subpart 1330-8.71 Personal Computers (PCs) and Accessories

1330-8.7101 Policy

Use of the [Department-wide Custom User Purchasing Agreement \(CUPA\) for PCs and Accessories](#) is mandatory for all acquisitions of any dollar value for personal computers and related accessories.

1330-8.7102 Procedures

(a) For orders at or below the micro-purchase threshold:

1. Buyers shall place orders without further competition.
2. Buyers shall place all orders through the [DOC-specific Online Ordering Portal](#).

(b) For orders above the micro-purchase threshold up to the SAT:

1. Buyers shall place orders under the CUPA up to established contracting officer warrant levels.
2. Buyers shall place all orders through the [DOC-specific Online Ordering Portal](#).

(c) Only a contracting officer or a designee shall process an order that exceeds the SAT.

(d) Forward requirements that exceed a cardholder's single-purchase limit to a Staff Office, NOAA Field Delegate within the Line Office, or a servicing Acquisition Division.

(e) Forward requirements that exceed a Field Delegate's warrant level to the servicing NOAA Acquisition Division.

(f) A purchase cardholder or Field Delegate shall not separate a requirement that exceeds his/her single-purchase limit or warrant level into two or more purchases as a means of circumventing purchasing authorities.

(g) Upload obligation records to Federal Procurement Data System-Next Generation (FPDS-NG) for any order made through the contracting system. For other orders, DOC OAM will bulk-load obligation records into FDPS-NG until technical problems are resolved. Due to complications with the NASA Solutions for Enterprise Wide Procurement (SEWP) CUPA for PCs and accessories, the obligation records for purchases made through the portal utilizing the Purchase Card will be bulk uploaded by the DOC Office of Acquisition Management (OAM) into FDPS-NG. The following guidance is provided for orders placed by the Acquisition Divisions under the Department-wide purchasing agreement for PCs and accessories to ensure that the FPDS-NG Indefinite Delivery Vehicle (IDV) field is properly coded.

1. Any order awarded through C.Suite should be awarded as Delivery Order – Other Agency. Reference the attached Issue Resolution Package #9001 for specific guidance on creating new awards.
2. The Contracting Officer shall ensure that the following information is completed in the respective FPDS-NG fields for the order:
Agency ID: 1330
Award Type: BPA Call
Derived Award PIID: DOC##13#FYNC####

IDV Agency ID: 1301

IDV PIID: DOCNNG07BA28BYA132312BU0002

3. The use of any other IDV PIID, including the specific SEWP contract number for Intelligent Decisions, will result in an incorrect FPDS-NG Report.
4. A Contracting Officer can verify that the FPDS-NG Report was completed correctly by confirming the size status stipulated on the report. If the FPDS-NG Report stipulates that Intelligent Decisions is a small business then the Contracting Officer has entered the correct IDV. Any other code will result in Other Than Small Business credit being issued for the award which is incorrect.

(h) Process GSA SmartPay Purchase Card and BPA orders in accordance with [CAM 1313.301](#).

1330-8.7103 Waivers

The following steps must be taken to request a waiver from use of the department-wide contract for PCs and Accessories BPA:

(a) Complete a [Justification and Approval Form](#), and

(b) Obtain approval according to instructions in the [NOAA Chief Information Officer \(CIO\) memorandum](#) dated March 28, 2012.

Part 1330-9 Contractor Qualifications

Subpart 1330-9.4 Debarment, Suspension, and Ineligibility

1330-9.402 Policy

(c) All suspension and debarment request for consideration packages shall be processed by the contracting officer, grants officer, COR, or the Field Delegate in accordance with the requirements of the [Acquisition Instruction 15-01, Suspension and Debarment Request for Consideration Submission Procedures](#).

(e) The [Department of Commerce Suspension and Debarment Handbook](#) prescribes the current requirements of the Department's suspension and debarment program, including the roles and responsibilities for procurement and non-procurement suspension and debarments.

Subpart 1330-9.5 Organizational and Consultant Conflicts of Interest

1330-9.506 Procedures

(c) The contracting officer shall resolve any actual or potential Organizational Conflict of Interest with approval of the HCO based on the guidance within CAR 1309.506.

(d) CAR 1309.507-1 and CAR 1309.507-2 provide guidance for Solicitation Provisions and Contract Clauses.

Part 1330-10 Market Research

1330-10.002 Procedures

(e) Contracting officers shall document market research results using

1. The AGO Template entitled, [Market Research Report Requirements at or below the Simplified Acquisition Threshold](#), for actions at or below the simplified acquisition threshold (SAT).
2. The AGO Template entitled, [Market Research Report Requirements above the SAT](#), for actions above the SAT.
3. **Exceptions:** The market research report templates are not required for (1) orders to be awarded against mandatory use or first consideration strategic sourcing vehicles managed by [DOC Enterprise Services](#) or [NOAA Strategic Sourcing Acquisition Division \(SSAD\)](#); (2) requirements that are in the 8(a) program and will continue to be procured through the 8(a) program; and (3) orders issued against a single-award, indefinite-delivery, indefinite-quantity (IDIQ) contract or single-award blanket purchase agreement (BPA) where market research was conducted to determine a single award vehicle was appropriate for the estimated or total value of that vehicle
 - A. When an exception applies, the contracting officer shall document the contract file with a statement that the requirement is being met through one of the exceptions listed above.
 - B. Orders issued against a vehicle that has an option for a small business set-aside at the order level (such as ProTech) is not covered by the exceptions above. Market research is needed to determine if a set-aside is appropriate.
4. **Request for a Waiver.** The use of the market research templates prescribed under 1330-10.002(e) are required, unless a waiver has been granted by the NOAA SBPO. NOAA AGO contracting officers seeking a request for a waiver shall provide supporting details using the [Transmittal Memorandum Template](#). The request for a waiver shall be submitted through the AGO POD as an SBPO Review.

1330-10.002-70 Vendor Demonstrations

(a) General

As part of NOAA Line Office (LO)/Staff Office (SO) market research, vendor demonstrations can be a useful way for NOAA LOs/SOs to stay abreast of the types of products, technology, and/or services available in the marketplace that may be useful to support NOAA operations and programs. If not properly authorized and conducted under an executed written agreement, vendor demonstrations can pose an unacceptable risk to the Bureau. During the conduct of such demonstrations, it is essential that

NOAA LOs/SOs exert caution to avoid revealing advance procurement information or take any actions that could incur an unauthorized commitment that must later be ratified by a contracting officer.

(b) Policy

1. For purposes of this policy, vendor demonstration is the broad term used to include the authorized demonstration, examination, display, test, or loan of a vendor's product, technology, and/or service available in the marketplace with the potential to be useful in support of NOAA operations and programs. Vendor demonstrations are conducted for the purpose of demonstrating capabilities as part of NOAA's ongoing market research activities conducted before developing new requirements documents for an acquisition.
2. Vendor demonstrations, as set forth in this policy, are not to be confused or used interchangeably with formalized pre-solicitation or pre-proposal vendor engagement strategies or communications conducted under the guidance of the contracting officer for a specific acquisition (see the [Department of Commerce Vendor Communication Plan](#) for more information).
3. A vendor demonstration shall not be used for fulfilling or augmenting current mission requirements or operational needs, nor shall it be used to conduct long term or extensive NOAA testing or loan of vendor products, technology, and/or services.
4. Vendor demonstrations may only be conducted at no-charge to NOAA with the understanding (via a NOAA Vendor Demonstration Agreement) that there is no commitment, express or implied, by NOAA to endorse or purchase the product(s), technology, or service(s) demonstrated. Vendor demonstrations may take place on-site at a NOAA facility or at a mutually agreed upon location.
5. Any NOAA assessment of a vendor demonstration regarding whether it meets or has the potential to meet agency needs shall remain internal to NOAA. As such, NOAA shall not provide evaluative feedback to the vendor (e.g., "qualified" or "disqualified," "pass" or "fail," or similar feedback).
6. This policy does not apply to instances where NOAA LOs/SOs attend public vendor fairs and conferences where multiple vendor booths and displays are available in order to provide information to attendees about their company capabilities.
7. A fully executed [NOAA Vendor Demonstration Agreement](#) between NOAA and the vendor must be in place before commencement of all vendor demonstrations. The agreement ensures the rights of both parties are clearly delineated, provides details specific to the planned vendor demonstration, and ensures no costs or liabilities are incurred by NOAA.

(c) Roles and responsibilities

1. The NOAA Sponsor, as identified by the NOAA LO/SO Division Director, or equivalent, shall:

- A. Serve as the point of contact for communication among all parties, including the vendor and any NOAA staff involved in the process;
 - B. Ensure compliance with any required security and/or other access requirements and procedures;
 - C. Arrange for any Government-furnished information technology or audiovisual support necessary for the demonstration;
 - D. Coordinate with the appropriate NOAA office to obtain any required approvals or restrictions (e.g. information technology compliances, environmental or safety issues, etc.) regarding the planned demonstration prior to processing the request;
 - E. Provide any restrictions to the vendor to ensure compliance; and,
 - F. Monitor the vendor activity while the vendor is on-site at the NOAA facility.
2. The NOAA LO/SO Division Director, or equivalent, shall:
 - A. Identify the NOAA sponsor described in (c)1;
 - B. Review and concur or non-concur with the proposed vendor activity via the NOAA Vendor Demonstration Request and Approval Checklist;
 - C. Provide guidance regarding any technical or other matters related to the vendor demonstration; and,
 - D. If in agreement with the proposed vendor activity, provide concurrence on the NOAA Vendor Demonstration Agreement as the NOAA LO/SO Representative or authorize the NOAA Sponsor to sign on his/her behalf.
 3. The Head of Contracting Office (HCO) for the LO/SO's [servicing Acquisition Division](#) is the approving official for any NOAA Vendor Demonstration Agreement and shall:
 - A. Review and approve or disapprove via the NOAA Vendor Demonstration Request and Approval Checklist;
 - B. If in agreement with the with the proposed vendor activity, approve the NOAA Vendor Demonstration Agreement as the NOAA Acquisition and Grants Office (AGO) representative (signature authority is non-delegable);
 - C. Ensure that the demonstration, if allowed, will not provide the vendor an unfair competitive advantage in any current or potential procurements; and,
 - D. Provide the NOAA Sponsor any additional guidance or training required to prevent a ratification action resulting from the demonstration.

The HCO should consult with the Contract Law Division (CLD) for any questions or concerns regarding the specifics of a planned vendor demonstration prior to executing the agreement.

(d) Procedures

1. The NOAA Sponsor prepares and submits the [NOAA Vendor Demonstration Request and Approval checklist](#) and the [NOAA Vendor Demonstration Agreement](#) for the required reviews and approval. The timeline to process the request will vary depending on the particulars of the planned demonstration.
2. The LO/SO Division Director, or equivalent, reviews the submitted checklist and agreement to ensure accuracy and completeness and to determine the overall benefit of the vendor

demonstration activity to the organization. The LO/SO Division Director, or equivalent, indicates concur/non-concur on the checklist and may specify any restrictions or guidance deemed appropriate to conduct the vendor demonstration. The LO/SO Division Director, or equivalent, will sign the NOAA Vendor Demonstration Agreement, to indicate concurrence with the vendor demonstration activity, and may authorize the NOAA Sponsor to sign the agreement.

3. If the demonstration is to be presented to attendees from a particular NOAA program, the NOAA Sponsor shall route the checklist and agreement through the applicable Program Manager for concurrence/non-concurrence.
4. Once the checklist and agreement have concurrences from the LO/SO Division Director, or equivalent, and the applicable Program Manager (where (d)3 applies), the NOAA Sponsor shall route the documents to the HCO who reviews the planned activity. The HCO may restrict or prohibit the vendor's activity if current or anticipated procurements could be adversely affected.

If the HCO agrees with the vendor demonstration activity proceeding, the HCO indicates approval on the checklist and executes the NOAA Vendor Demonstration Agreement as the approving official. The HCO may also specify any restrictions or guidance deemed appropriate for vendor and/or NOAA attendee activity during the vendor demonstration. In the event the HCO disapproves, the rationale will be provided on the checklist and returned to the NOAA Sponsor.

5. Once all required internal concur and approval signatures have been obtained, the NOAA Sponsor obtains the vendor's signature on the NOAA Vendor Demonstration Agreement.

Part 1330-11 Describing Agency Needs

Subpart 1330-11.4 Delivery or Performance Schedules

1330-11.403 Supplies or Services

(a)(2)(A) The award date (or the date of execution) is the date the contracting officer signs the award, notice of award, acceptance of proposal, or other contract document.

(a)(2)(B) The effective date of a contract is the date on which the contracting officer and the contractor agree that the contract goes into effect. This may be the same or later than the award date, but not earlier. The effective date is usually the date on which performance begins, or the date the contractor is authorized to incur costs in preparation for performance. In some cases the effective date may be contingent upon some future occurrence, for example, date of availability of funds or issuance of a notice to proceed.

Part 1330-12 Acquisition of Commercial Items

Subpart 1330-12.2-Special Requirements for the Acquisition of Commercial Items

1330-12.207 Contract Types

(b)(1)(ii)(A) Contracting officers shall utilize the AGO template entitled, [Determination and Findings for Use of Time and Materials or Labor Hour Contract or Order](#), when completing a D&F that no contract type other than time-and-materials or labor-hour is suitable, unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review. In accordance with [1330-16.601\(d\)\(1\)](#), when the total performance period, including options, is more than three years, the D&F shall be signed by the contracting officer and approved by the HCO.

Subpart 1330-12.3 Solicitation Provisions and Contract Clauses for the Acquisition of Commercial Items

1330-12.301 Solicitation Provisions and Contract Clauses for the Acquisition of Commercial Items

(e)(2) When the inclusion of FAR clause 52.217-8 is required by 1330-17.202(a), the contracting officer shall modify FAR 52.212-2 Evaluation – Commercial Items, FAR 52.217-4, Evaluation of Options Exercised at Time of Contract Award, or FAR 52.217-5 Evaluation of Options, as applicable, to include the language required at 1330-17.203(b)(1).

Subchapter C – Contracting Methods and Contract Types

Part 1330-13 Simplified Acquisition Procedures

Subpart 1330-13.1 Procedures

1330-13.104-70 Reverse Auctions

(a) FedBid Reverse Auction Service tool is available for utilization of buying commercial item products and simple services.

(1) The use of the FedBid Reverse Auction Service tool for buying commercial item products and simple services is at the discretion of the contracting officer or Field Delegate.

(2) When a determination is made to not use FedBid, the necessity for and degree of documentation to be included in the contract file, if any, is at the discretion of the contracting officer or Field Delegate.

(3) Where there are any conflicts between this and any other policy, the policy within this subpart takes precedence.

1330-13.106-1 Soliciting Competition

(b)(1) Contracting staff shall utilize the AGO template entitled, [Single Source Determination using Simplified Acquisition Procedures \(SAP\) for an action not exceeding the Simplified Acquisition Threshold \(SAT\)](#), when completing a single source determination using SAP for actions not exceeding the SAT, unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

Subpart 1330-13.2 Actions at or below the Micro-Purchase Threshold

1330-13.201 General

(b) No contracting office shall accept a purchase request below the micro-purchase threshold unless the following exceptions are met:

1. The program office prepares a written justification describing the efforts that were made to obtain the required product/service utilizing the purchase card, and
2. A program official certifies that no source was identified that accepts the purchase card.

Subpart 1330-13.3 Simplified Acquisition Methods

1330-13.303 Blanket Purchase Agreements (BPAs)

1330-13.303-3 Preparation of BPAs

Contracting staff shall utilize the AGO checklist entitled, [NOAA AGO Blanket Purchase Agreement\(s\) Checklist - FAR 13.303](#), for preparing the files for BPAs, unless a request for waiver to the required checklist has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

1330-13.303-570 Purchases under BPAs

(e) Record all order information using C-Award. If the individuals conducting the purchases do not have access to C-Award, routinely document all purchases for the contracting officer and the COR. The method of documenting these purchases may be accomplished in a variety of ways including the following:

1. The responsible individual documents all orders and related actions (e.g., receiving and payment information) and submits it to the contracting office and the COR on a monthly or quarterly basis, or within the time frames established by the contracting officer, and
2. A provision in the BPA states that the contractor submits to the contracting officer and the COR a monthly summary of all the supplies and services delivered or performed by the contractor in orders issued under the BPA.

Subpart 1330-13.5 Simplified Acquisition Procedures for Certain Commercial Items

1330-13.501 Special Documentation Requirements

(a)(1) Contracting staff shall utilize the AGO template entitled, [Sole Source or Brand Name Justification for an action exceeding the Simplified Acquisition Threshold \(SAT\) using Simplified Acquisition Procedures \(SAP\) for Certain Commercial Items](#), when completing a sole source or brand name justification for an action exceeding the SAT using SAP for Certain Commercial Items under FAR 13.501, unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

(a)(2) Justification approvals. See [AGO Acquisition Review and Approval Matrix](#).

Part 1330-14 Sealed Bidding

Subpart 1330-14.2 Solicitation of Bids

1330-14.202 General rules for solicitation of bids

1330-14.202-8 Electronic bids

Until NOAA establishes and authorizes an electronic commerce method, the solicitation shall specify that bidders submit bids in paper media.

Part 1330-15 Contracting by Negotiation

Subpart 1330-15.1 Source Selection Process and Techniques

1330-15.101 Best Value Continuum

1330-15.101-2 Lowest Price Technically Acceptable Source Selection Process

(a) Lowest Price Technically Acceptable (LPTA) is the appropriate source selection process to apply when there are well-defined requirements, minimal risk of unsuccessful performance, and there is an expectation to achieve best-value from the selection of a technically acceptable proposal with the lowest evaluated price.

1. The criteria used under LPTA must be specific to the work requirements for each solicitation and clearly state what constitutes technical acceptability in measurable terms.
2. The LPTA source selection process shall be used for well-defined commercial or non-complex commodity, supply, or equipment requirements.

Subpart 1330-15.2 Solicitation and Receipt of Proposals and Information

1330-15.204 Contract Format

1330-15.204-70 Contract Deliverables

(a) All NOAA solicitations and contracts Section F, Deliveries or Performance, (or the equivalent section in commercial item acquisitions) shall include the Schedule of Deliverables, located at [1330-52.215-70](#), which provides a summary listing of all contract deliverables, including administrative deliverables such as subcontracting reports, bond/insurance certificates, certification and accreditation plans.

1. Certain solicitations and contracts (e.g., large systems contracts) utilize the Department of Defense Form DD 1423, Contract Data Requirements Lists (CDRLs), to provide specific instructions for contractor preparation and delivery of data deliverables.

2. All CDRLs identified under the solicitation and resultant contract shall be referenced in the Schedule of Deliverables.

(b) During solicitation preparation, review the Statement of Work/Specifications/Statement of Objectives and the content of the planned solicitation, to include all provisions and clauses, to identify all deliverables required to be submitted in performance of the resultant contract.

1. Deliverables shall be identified in the Schedule of Deliverables along with the specified quantity to be delivered, the delivery schedule (can be specific dates or standard direction such as “by the 10th of each month”), to whom the deliverable must be delivered (e.g., contracting officer, COR), and a reference to the appropriate section of the solicitation where additional information can be obtained regarding the identified deliverable.
2. The contracting officer is responsible for ensuring that the Schedule of Deliverables includes all proposed deliverables.

(c) In preparing the contract for award, review and finalize the Schedule of Deliverables (e.g. make any required additions, deletions, or edits) based on the finalization of the contract terms and conditions. The contracting officer is responsible for ensuring that the Schedule of Deliverables includes all deliverables required by the terms and conditions of the contract.

Subpart 1330-15.3 Source Selection

1330-15.303 Responsibilities

(a) The Source Selection Authority (SSA) shall be identified in the Acquisition Plan and the Source Selection Plan as follows:

1. The HCA shall be the SSA on acquisitions for NOAA programs with a lifecycle value as determined in the table below, that are equal to or greater than \$50 million and those acquisitions, as determined by the HCA, that require significant management attention. These include acquisitions for which there is a history of Inspector General interest, or significant congressional interest, or have historically experienced extensive delays or protests. The following table provides the Acquisition Life Cycle Value Determination.

Acquisition Lifecycle Value Determination	
Type of Acquisition	Value (Stated in Terms of Dollars)
Contracts with Options	Contract value shall be calculated as the total fixed price, cost, cost-plus-fixed fee, cost-plus-award-fee, or ceiling amount of time-and-material or labor-hour type contracts
Contracts with Options	Contract value shall be calculated as the base period and/or quantity plus all option periods/quantities (as stated in terms of dollars)
Indefinite Delivery/Indefinite Quantity Contracts	Contract value shall be calculated as the maximum (as stated in terms of dollars) under the contract. If options are included in the contract, the sum of the maximum for the base period plus the maximum of all options

Acquisition Lifecycle Value Determination	
Type of Acquisition	Value (Stated in Terms of Dollars)
Requirements- Type Contracts	Contract value shall be calculated as the total estimated amount (as stated in terms of dollars). If options are included, the sum of the total estimated amount for the base period/quantity plus the estimated amount for all option periods/quantities (as stated in terms of dollars)
Contracts with Award Term Provisions	Total price/cost of the base period plus the total price/cost of any options plus the total price/cost of any potential award term periods.

2. When the HCA retains the authority as the SSA for any acquisition for NOAA programs regardless of the dollar value, the SBPO shall advise the appropriate Line or Staff Office and appropriate acquisition office accordingly. Please reference the table below for source selection authority by dollar threshold.
3. The HCA issued a [blanket delegation of SSA](#) to Line Office Assistant Administrators and Staff Office Directors for competitive acquisitions less than \$50 million in value that utilize formal source selection processes. This delegation may be re-delegated no lower than the Line Office Deputy Assistant Administrators or Deputy Staff Office Directors.
4. Pursuant to the designation in [CAR 1315.303](#), the contracting officer is the SSA for acquisitions less than \$10 million.
5. For acquisitions where neither the HCA nor the contracting officer is the SSA, the NOAA program office shall assign a program official at a senior level above the contracting office to prepare a [Request for SSA Delegation](#) with assistance of the contracting officer.

Dollar Threshold	Source Selection Authority	Authority
<\$10M	Contracting Officer	CAM 1315.3
\$10M-\$50M	Line Office Assistant Administrators and Staff Office Directors (may be re-delegated no lower than Line Office Deputy Assistant Administrators or Deputy Staff Office Directors) and where the NOAA Deputy Under Secretary for Operations retains authority.	AA 07-01
≥\$50M	Head of Contracting Activity (may be re-delegated to Line Office Assistant Administrators or Staff Office Directors)	CAM 1315.3 Section 2.2

6. The contracting officer shall:
 - A. Obtain concurrence from all affected organizational entities with subject matter responsibility identified jointly with the program official, including the following when applicable:
 - i. Office of the CIO for acquisitions that involve information technology products or services,

- ii. Workforce Management Office and the Chief, Audit, Internal Control, and Information Management Office for acquisitions that involve an Office of Management and Budget (OMB) Circular A-76 cost comparison,
 - iii. Chief Administrative Officer for acquisitions involving facility construction.
- B. Obtain concurrence of the HCO and SBPO, and
- C. Place a complete record of the history of the action in the contract file.

(b)(2) The SSA shall conduct a formal source selection and approve a formal source selection plan before the solicitation is issued for all competitive, negotiated acquisitions equal to or greater than \$10 million, which includes:

- A. All full and open competition acquisitions,
- B. Full and open competitions after exclusion of sources (e.g., competitive small business set-aside), and
- C. Acquisitions that are processed as other than full and open competitions unless negotiations with only one source are justified and approved by the appropriate approval authority before they can be excluded from formal source selection procedures.

1330-15.370 NOAA Source Selection Procedures

(a) [Acquisition Instruction 14-04, NOAA Source Selection Procedures](#) established the NOAA policy and procedure for conducting competitive negotiated source selections and applies to all negotiated acquisitions under FAR Part 15 with an estimated life-cycle cost of \$10M or more.

(b) The SSP shall serve as a guide for competitive negotiations acquisitions under FAR Part 15 with an estimated life-cycle cost of less than \$10M.

(c) The following are the exceptions for following the SSP:

1. Sealed bidding procedures in accordance with FAR Part 14;
2. Broad Agency Announcements (BAA) for basic research, used in accordance with FAR Subpart 35.016;
3. Small Business Innovative Research (SBIR), Small Business Technology Transfer Research (STTR), and Small Business Technology Transfer (SBTT) solicited and awarded in accordance with 15 United States Code (U.S.C.), Section 638;
4. Architect-engineer services in accordance with FAR Part 36;
5. Simplified acquisition procedures in accordance with FAR Part 13 (including Part 12 acquisition using Part 13 procedures);
6. Orders under multiple award contracts – Fair Opportunity in accordance with FAR 16.505(b)(1);
7. Acquisition using FAR Subpart 8.4

Subpart 1330-15.4 Contract Pricing

1330-15.406-1 Prenegotiation Objectives

(a) The contracting officer should consult with the relevant program managers, cost analysts, property administrators, OGC CLD, and other individuals as appropriate to establish a unified negotiating position.

(b) For all actions, contracting officers shall document pre-negotiation objectives (e.g. pre-negotiation memorandum, combined pre and post negotiation memorandum, or business case memorandum (BCM)).

Part 1330-16 Types of Contracts

Subpart 1330-16.3 - Cost-reimbursement Contracts

1330-16.301-3 Limitations

(a)(2) As set forth in FAR 16.301-3 and [CAM 1307.1, Acquisition Planning](#), the acquisition plan (including the milestone acquisition plan) shall be approved and signed at least one level above the contracting officer. A written determination and findings (D&F) is not required when the documentation is included in the acquisition plan for a cost-reimbursement type contract (other than a time-and-materials (including labor-hour) or incentive contract as spelled out in 1330-16.401)

Subpart 1330-16.4 Incentive Contracts

1330-16.401- General

(d) A D&F is required for all incentive contracts. The D&F must be submitted through the AGO POD as an SBPO Review and approved by the SBPO with a copy provided to the Senior Procurement Executive (SPE) in accordance with [CAM 1316.1 Section 7.3](#).

1330-16.405 Cost-reimbursement Incentive Contracts

1330-16.405-270 Cost-Plus Award Fee and Award Term Processes Supporting Fees and Extensions

(a) The Heads of Contracting Offices (HCOs) shall do the following:

1. Require performance monitors to provide narrative comments that identify specific strengths, weaknesses, and deficiencies to support assigned ratings.
 - A. Documentation for the basis of all award fee determinations will be required and documentation shall address specific strengths, weaknesses, and deficiencies supporting the ratings given, as measured against the criteria in the Award Fee Plan.

- B. A cost-benefit analysis in decisions on Cost-Plus Award Fee (CPAF) and Cost-Plus Award Term (CPAT) contracts must be performed; include documentation on how the benefits will offset the costs and justifications and approvals for all contract actions containing award fee and award term provisions.
 - C. The amount of award fee earned (if any) shall be commensurate with the contractor's overall cost, schedule, and technical performance as measured against the contract requirements as stated in the Award Fee Plan (see FAR 16.401(e)(2)).
 - D. At a minimum, documentation will include a determination that overall cost, schedule, and technical performance in the aggregate are or are not at a satisfactory level.
2. Develop award-fee and award-term incentive structures that encourage contractor excellence.
- A. Contracts containing award-fee and incentive structures will clearly include incentive structures and award-fee evaluation criteria linked to acquisition objectives,
 - B. Objectives will be defined in terms of contract cost, schedule, and technical performance, and
 - C. Evaluation criteria will be developed that motivates the contractor to enhance performance in the areas being rated, but not at the expense of at least minimum acceptable performance in all other areas.
3. Develop measurable and outcome-based criteria for assessing contractor performance for award-fee and award-term extensions in accordance with FAR 16.401(e)(3)(ii) and (iii) and CAM 1316.1 Section 7.2(a). Award-fee plans shall describe how contractor performance will be measured against the award-fee evaluation criteria.
4. Establish a clear division of responsibility for the evaluation team (award-determining official, Performance Evaluation Board, and performance monitors) and prohibit the same official from performing multiple roles.
5. Develop controls over the maintenance of contract files to ensure more immediate availability and completeness of documentation for all contract actions.
- A. Establishment, maintenance, and disposal of contract files will follow the guidance from FAR 4.8 and [NAM 1330-4.8](#).
6. The contracting officer shall ensure that the contract file contains documentation to support the decision to use an incentive contract in accordance with the documentation requirements listed in FAR 16.401(d), FAR 16.401(e)(ii), and CAM 1316.1 Section 7.3(a).

Subpart 1330-16.5 Indefinite-Delivery Contracts

1330-16.505 Ordering

(b)(2)(ii)(A) Contracting officers shall use the AGO template entitled, "[Justification for an Exception to Fair Opportunity for an Order over the Micro-purchase Threshold & up to the SAT](#)," when completing a justification for an exception to fair opportunity for a proposed action above the micro-purchase threshold and up to the SAT, unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details

using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

(b)(2)(ii)(B) Contracting officers shall use the AGO template entitled, “[Justification for an Exception to Fair Opportunity for an order exceeding the SAT](#),” when completing a justification to fair opportunity for a proposed action above the SAT under FAR 16.505(b)(2)(i), unless a waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

(b)(2)(ii)(C) Approval.

The approval levels for a justification for an exception to fair opportunity are located in the [NOAA AGO Review and Approval Matrix](#).

Subpart 1330-16.6 Time-and-Materials, Labor-Hour, and Letter Contracts

1330-16.601 Time-and-Materials Contracts

(d)(1) Limitations. Contracting officers shall utilize the AGO template entitled, [D&F for Use of Time and Materials or Labor Hour Contract or Order](#), when completing a determination and findings that no contract type other than time-and materials or labor-hour is suitable, unless a request for waiver to the required template has been granted by the NOAA SBPO. The request for waiver to the required AGO template shall provide supporting details using the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO Review.

- (ii) The SBPO has delegated the authority to the HCOs to approve a D&F when no other contract type is suitable prior to execution of the base period if the base period plus any option periods exceed three years on time-and-materials type contracts. This authority is non-delegable and will remain in effect until rescinded.

1330-16.602 Labor-Hour Contracts

Description. A labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor. Refer to FAR Subpart 16.601, CAM Chapter 1316.1, and [NAM 1330-16.601](#) for application and limitations.

1330-16.603 Letter Contracts

1330-16.603-370 Limitations

(a) Letter contracts exceeding \$1M and modifications to those contracts require pre-award review and approval by the SBPO and, as such, shall be submitted through the POD as an SBPO review.

(b) The contracting officer shall prepare a written determination that fully explains the need to begin performance before an agreement on, or determination of, contract terms, specifications, and price. The determination shall be submitted through the AGO POD as an SBPO Review and processed for SBPO approval. At a minimum, the determination shall address the following:

1. Description of the requirement,
2. Date that the requirement was first known to exist,
3. Statement of the determination required by FAR 16.603-3,
4. Statement of the necessity and advantage to the Government of using a letter contract,
5. Description of the adverse impact on agency requirements resulting from delays in beginning performance,
6. Reasons why negotiation of a definitive contract or priced order did not and cannot occur in sufficient time to meet the acquisition need,
7. Statement of all substantive matters that need to be resolved including contract terms, specifications, or prices that are not agreed to,
8. Price ceiling or not-to-exceed price, and
9. Proposed definitization schedule to convert the undefinitized contract action to a definitive contract (see FAR 16.603 and CAR 1316.603-2 for specific requirements related to definitization schedule).

(c) Contracting staff shall refer to [NAM 1330-43.270](#) when negotiating Requests for Equitable Adjustment.

Part 1330-17 Special Contracting Methods

Subpart 1330-17.2 Options

1330-17.202 Use of Options

(a) Pursuant to the policy established by AA 18-04, NOAA Use of Clause 52.217-8 Option to Extend Services, the contracting officer shall insert FAR Clause 52.217-8 in all solicitations, contracts, and orders for severable services and complete the fill-in.

1330-17.203 Solicitations

(a) Pursuant to 1330-17.202(a), all solicitations and resultant contracts and orders for severable services shall include FAR clause 52.217-8, Option to Extend Services.

(b) When the inclusion of FAR clause 52.217-8 is required by 1330-17.202(a), the contracting officer shall:

1330-17.204 Contracts

(a) Include the language at 1330-17.203(b) in all contracts and orders for severable services.

1330-17.205 Documentation

(a) Pursuant to FAR 17.205(a), contracting officers shall prepare a written justification for the inclusion of the option(s) utilizing the AGO template entitled, [Justification for Inclusion of Option\(s\)](#), unless a waiver to the required template has been granted by the NOAA SBPO. A request for waiver to the required AGO template shall include supporting details using the [AGO Transmittal Memorandum Template](#) and be sent through the AGO POD as an SBPO Review.

1330-17.206 Evaluation

(a) The contracting officer shall ensure the award decision document demonstrates how pricing for the option period(s), including the option at FAR clause 52.217-8, was evaluated in accordance with the solicitation, and that the final prices were determined fair and reasonable.

For example:

“Pricing for the base and each option period was provided by each offeror in response to the solicitation. Each offeror’s proposed option period rates were compared to their base period rates to determine whether or not the option period rates were reasonable. Findings from this comparison are shown below. Option pricing for any potential extension under FAR clause 52.217-8 was evaluated by calculating the average price of the base period and all option periods and adding half of that amount to the sum of the prices of the base and all option periods.”

An example of the above method for evaluating a possible extension under FAR clause 52.217-8 is:
Total price base + all option periods = \$1,000,000. Average price of total period of performance = \$1,000,000/5 or \$200,000. Half of \$200,000 = \$100,000. Total evaluated price = \$1,100,000.

1330-17.207 Exercise of Options

(c)(1) Funding contract option periods. See [1330-32.703-170\(a\)\(2\)](#) for additional policy on funding contract option periods.

(f) Contracting staff shall utilize the AGO template entitled, [Determination and Findings for Exercise of Option](#), when completing a determination to exercise an option, unless a waiver to the required template has been approved by the NOAA SBPO. A request for waiver to the required AGO template shall be completed utilizing the [AGO Transmittal Memorandum Template](#) and be submitted through the AGO POD as an SBPO review.

Subpart 1330-17.5 Interagency Acquisitions

1330-17.502 Procedures

All NOAA Interagency Agreements shall be treated consistent with and shall adhere to the policies set forth in [CAM 1317.570, Department of Commerce Interagency Agreements](#).

1330-17.502-2 The Economy Act

(c)(1) The program office shall do the following:-

- A. Prepare a memorandum addressed to “NOAA Contracting Officer” from the program manager providing the information required to support the attached [D&F entitled, Economy Act Determination and Findings](#), by responding to the following:
 - i. Explain the need for the supplies or services,
 - ii. Describe why it is in the best interest of NOAA to partner with this Federal agency (i.e., identify the essential capabilities or expertise the Federal agency receiving the funds possesses that NOAA does not possess),
 - iii. Explain why the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. A business case must be made that this action is in the best interest of NOAA, and
 - iv. If the Economy Act Order requires contract action by the Federal agency receiving the funds from NOAA, include a statement explaining why at least one of the following circumstances applies:
 - 1.The acquisition will be made under an existing contract of the Federal agency, entered into before placement of the order. Provide contract number and vendor,
 - 2.The Federal agency has the capabilities or expertise to enter into a contract for such supplies or services that are not available within NOAA, or
 - 3.The Federal agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other federal agencies.
- B. Provide a signed statement that the funds are currently available for the supplies or services, which will include the accounting code information.
- C. Attach a copy of the following documents to the D&F before submission:
 - i. D&F supporting documentation (memorandum to contracting officer),
 - ii. Interagency Agreement, and
 - iii. OGC CLD review and concurrence.

(c)(2) The contracting officer shall:

- A. Ensure that a D&F is completed for any Interagency Agreement transferring funding that will result in a contract being signed by a federal contracting officer. If the Interagency

- Agreement transfers funding that will not result in a contract being signed, a D&F is not required to be signed by a contracting officer;
- B. Review the Interagency Agreement and supporting D&F documentation;
 - C. Complete and sign the D&F, if appropriate;
 - D. Return the Interagency Agreement and signed D&F to the program office;
 - E. Request that the Line Office provide a copy of the OGC CLD's clearance memorandum for the contract file;
 - F. Notify the program office and coordinate submission of a procurement request, if the contracting officer determines that it is not in the best interest for NOAA to enter into the Interagency Agreement to contract for such supplies or services; and
 - G. Provide a copy of the approved D&F for assisted acquisitions to the SBPO immediately after the contracting officer's approval.

Part 1330-18 Emergency Acquisitions

Subpart 1330-18.2 Emergency Acquisition Flexibilities

1330-18.270 Expanded Authorities

(a) The DOC Assistant Secretary for Administration/Chief Financial Officer (ASA/CFO) shall authorize, on a non-delegable basis, utilization of expanded authorities, where appropriate, to specifically identified individuals under the following conditions:

1. Occurrence of certain qualifying events,
2. Appropriate declarations from the White House,
3. Specific request from the SBPO, and
4. Determination that circumstances warrant the utilization of expanded authorities.

(b) The following determination shall be made when circumstances warrant the utilization of expanded authorities to use appropriated funds for subsistence expenses, or for food for civilian employees at their duty stations, working under unusual conditions:

1. To carry out critical responsibilities of the agency, it is necessary to staff an office throughout an emergency,
2. The emergency involves danger to human life or the possibility of destruction of federal property, and
3. To staff an office, it is necessary to provide meals and lodging to employees who must work during the emergency.

Absent other specific policy, the determination shall be made at no lower than the Deputy Assistant Administrator level.

(c) The SBPO shall maintain a list of delegations of authority of those identified individuals authorized as having expanding authority (see (a), above).

(d) Where a specific determination that a qualifying situation exists, the following purchases are allowable using appropriated funds (whether purchased through an acquisition office, by an individual holding delegated procurement authority, or using the Government-wide purchase card):

1. Lodging, or where lodging is not available and employees shall be housed on-site at the Government facility, the basic amenities that would be available if off-site lodging was available (e.g., beds, mattresses, pillows, linens, washcloths, towels),
2. Food and beverages (not including alcoholic beverages) for employees,
3. Where employees in remote locations must remain on-site and food is purchased that must be prepared (e.g., food purchased at grocery or convenience stores), kitchen supplies such as paper and plastic ware, cooking utensils, dish detergent, and paper towels – if the employees do not have access to commercial dining or snack facilities,
4. Office supplies including such items as chairs and cell phone protective cases, and
5. Cleaning products such as antibacterial wipes, hand soap, and bleach needed to clean the office and maintain sanitary working conditions.

(e) All items acquired that are not consumed through their use (e.g., linens, kitchen utensils, etc.) remain the property of the Government and are to be retained at the facility for future events of a similar nature.

(f) Employees acquiring the following prohibited items can be subject to both administrative action (revocation of acquisition authority) and disciplinary action and are personally liable for reimbursing the Government for the unallowable purchases:

1. Food and beverages for non-employees (e.g., dependents of employees),
2. Personal care items such as laundry detergent, shampoo, soap, deodorant, shaving cream, feminine hygiene products, infant care items (diapers, food, formula, wipes, etc.) for employees or non-employees, and
3. Personal entertainment products including such items as magazines and alcoholic beverages.

(g) Actions not purchased on purchase cards.

1. The Line Offices shall prepare the PR in the C.Request system.
2. Contact the HCO to provide notification of the urgent need and the specifics regarding the Procurement Requisition in the system.

(h) Actions using purchase cards.

1. A cardholder's monthly billing cycle limit of \$10,000 may be temporarily increased. To obtain an increase, an approving official shall submit a written justification to the agency program coordinator for an increase in the monthly billing cycle limit. The cardholder and the approving official shall contact the NOAA Agency Program Coordinator.
2. Single-purchase limits cannot be increased unless the cardholder holds a contracting officer warrant. If the cardholder is a contracting officer, contact the [NOAA Agency Program Coordinator](#) for assistance in requesting an increase to the single-purchase limit.

(i) In the event of an emergency, the POD shall inform the Incident Command Center of the appropriate acquisition contact to whom any questions can be referred.

Subpart 1330-18.70 Incident Emergency Management Acquisitions

1330-18.7001 Policy

- A. NOAA is engaged in supporting the Disaster Management E-Gov initiative. All of NOAA's activities related to Disaster Management are conducted through the Hazcollect and NOAA Weather Radio programs. All acquisitions and activities related to incident emergency management are to be coordinated with Disaster Management.
- B. All acquisitions related to incident emergency management shall require that any purchase of incident management software or services include the requirement that it comply with the most current version of the Organization for the Advancement of Structured Information Standards (OASIS) Common Alerting Protocol (CAP) standard.

1330-18.7002 Solicitation and Contract Language

The contracting officer shall insert the solicitation and contract language located at [1330-52.239-170 Incident Emergency Management](#), in solicitations and resulting contracts or orders to ensure compliance and use of most current version of OASIS CAP standard.

Subchapter D – Socioeconomic Programs

Part 1330-19 Small Business Programs

Subpart 1330-19.2 Policies

1330-19.201 General Policy

(d)(10)(A) As a part of the procurement request, in accordance with the established [Acquisition Instruction 14-01A, NOAA Standard Operating Procedure for the NOAA Small Business Program](#), the [Form CD-570](#) (Small Business Set-Aside Review Form) shall be used for processing and approving Small Business set-asides.

1. The contracting officer shall document the results of the process in the contract file. If a set-aside for the acquisition is not recommended, the contracting officer must include the supporting documentation in the package.
2. The contracting officer shall forward the complete acquisition package to the Small Business Specialist (SBS) for review and recommendation.
3. The HCO shall resolve any disagreement between the SBS and the contracting officer on the determination prior to any further reviews by the Small Business Administration (SBA) Procurement Center Representative (PCR).

1330-19.202 Specific Policies

(a) SBS review and approval. A [CD-570 Form](#) must be submitted for approval in the following:

1. All procurement actions valued under the simplified acquisition threshold (SAT) not set-aside for small businesses, including task & delivery orders issued against multiple award contracts and sole source requests to other than Small Businesses;
2. All procurement actions valued above the SAT, regardless of set-aside determination, including task & delivery orders issued against multiple award contracts and sole source requests to other than Small Businesses; and
3. Modifications to existing contracts awarded to other than Small Businesses which add new work valued over \$650,000 or increase the total contract cost or price to over \$650,000.

(b) Acquisitions in excess of the micro-purchase threshold and not exceeding the SAT are reserved for small businesses, unless the contracting officer determines there is no reasonable expectation of receiving offers from two or more responsible small business concerns that are competitive in price, quality, and delivery.

(c) The SBS may conduct random post-award reviews to verify accurate reporting of contract information, and compliance with the small business set-aside recommendations.

Part 1330-22 Application of Labor Laws to Government Acquisitions

Subpart 1330-22.000-70 Implementation of NOAA Policy on Sexual Assault and Sexual Harassment Prevention and Response when Contracting for Services

(a) Policy. This policy implements [NOAA Administrative Order \(NAO\) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy \(26 Feb 2018\)](#), as it pertains to contractor employees in the performance of service contracts as set forth below.

For the purposes of this policy, the term contract includes orders (e.g. purchase orders, task orders, or calls).

1. Contracts for services (*except* for services for the use of vessels).
 - A. As set forth in the NAO, the NOAA policy to maintain a work environment free from sexual assault and sexual harassment is applicable to contractor employees. As prescribed by 1330-22.000-70(b)(1), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-70, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy*.
 - B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. This training, which must include specific required elements, shall be provided by the contractor to contractor employees assigned to perform under the contract initial in- processing and annually thereafter, as applicable. A link to the required training elements is provided at: http://www.ago.noaa.gov/quicklinks/harassment_training.html.

Additional resources to assist the contractor will be provided by the NOAA Workplace Violence Program Manager. The contractor's training outline is subject to periodic review by the NOAA Workplace Violence Program Manager, Contracting Officer's Representative (COR), and/or contracting officer (CO) to ensure all NOAA required elements are addressed.

- C. The COR or CO for the contract shall ensure that the contractor provides evidence (by name and date completed) that the contractor employees performing on the contract have completed the mandatory training required (1) after initial contract award or the date a contractor employee is assigned to perform under the contract and (2) annually thereafter during the term of the contract in accordance with the timeframe established in the solicitation and contract language. The evidence of the initial and annual (where applicable) training completion shall be retained in the COR file/contract file.
- D. In the case of a reported incident of sexual assault or sexual harassment involving a contractor employee, the CO and COR (if assigned) shall work together with the contractor to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable). This may involve contacting the NOAA Civil Rights Office

and/or the NOAA Workforce Management Office. When handling such an incident, care must be taken to ensure there is no appearance of personal services or an employer-employee relationship between the Government and the contractor employee. In addition, if the incident involving a contractor employee also involves a NOAA employee, the CO and COR must follow the guidance set forth under NAO 202-1106, as it pertains to NOAA employees.

- E. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training requirements set forth in the solicitation and contract language, may result in one or more remedies available to the Government.
2. Contracts for services for the use of vessels.
- A. The NAO, in its entirety, applies to all contractor employee crew members performing aboard a vessel secured for use under a NOAA contract. As prescribed by 1330-22.000-70(b)(2), the contracting officer shall insert the solicitation and contract language located at 1330-52.222-71 *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Crew Members of Vessels under NOAA Contract or Order*.
 - B. The NAO requires contractor employees to complete mandatory training on sexual assault and sexual harassment prevention and response. Contractor employees identified as crew members under the contract for the use of a vessel(s) will receive NOAA-provided initial training on sexual assault and sexual harassment prevention and response, as well as drug and alcohol awareness. For vessels at sea for more than 12 months, annual training is required and will be provided by NOAA. Documentation of initial and annual (where applicable) training completion must be retained in the contract file.
 - C. A copy of the NAO will be provided by NOAA to contractor employee crew members upon initial boarding of the vessel. Contractor employee crew members will verify receipt of the NAO by signature. The signature page will be submitted to the Commanding Officer/Operations Officer of the vessel.
 - D. Contractor and/or contractor employee violations of Federal requirements applicable to sexual assault and sexual harassment may result in one or more remedies available to the Government.

(b) Solicitation and Contract Language.

- 1. Insert the solicitation and contract language located at 1330-52.222-70, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (May 2018)*, in all solicitations and contracts that include services, *except* for services for the use of vessels.
- 2. Insert the solicitation and contract language located at 1330-52.222-71, *NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Crew*

Members of Vessels under NOAA Contract or Order (May 2018), in all solicitations and contracts that include services for the use of vessels.

Subpart 1330-22.4 Labor Standards for Contracts Involving Construction

1330-22.406 Administration and Enforcement

1330-22.406-2 Wages, Fringe Benefits, and Overtime

(b)(2) Prior to submitting any questions related to wages, fringe benefits, and overtime for final determination to the U.S. Department of Labor (DOL), obtain [OGC Labor Law Division](#) review and HCO concurrence.

Subpart 1330-22.10 Service Contract Labor Standards

1330-22.1002 Statutory Requirements

1330-22.1002-1 General

(a) For job classifications that are not in a previously approved DOL wage determination, provide a list of job classifications in the solicitation that will be considered for purposes of evaluating the contractors' proposals. See the [DOL Wage and Hour Division](#) for wage determinations.

(b) If the acquisition is performance-based and labor categories are not cited by the Government in the solicitation, a statement in Section L should reflect that a wage determination will be added by amendment after receipt of proposals, or at the time of contract award, should the place of performance be at the awardee's location.

Subpart 1330-22.13 Equal Opportunity for Veterans

1330-22.1308 Complaint Procedures

(a) Forward any complaints received about the administration of the Act to the SBPO.

Subpart 1330-22.14 Employment of Workers with Disabilities

1330-22.1406 Complaint Procedures

(a) Forward any complaints received about the administration of the Act to the SBPO.

Part 1330-24 Protection of Privacy and Freedom of Information

Subpart 1330-24.1 Protection of Individual Privacy

1330-24.103 Procedures

(b) The Privacy Act requires that when an agency contracts for the design, development, or operation of a system of records (SOR) on individuals, special rules apply to the contractor and its employees working on the contract. Refer to the NOAA Privacy Act webpage for specific guidance and identification of existing NOAA SORs.

Subpart 1330-24.2 Freedom of Information Act (FOIA)

1330-24.203 Procedures

(b) Effective January 15, 2013, [NAO 205-14](#) was issued to provide policy and guidance to all elements for processing FOIA requests.

(c) The procedures for processing a FOIA request are located at http://www.ago.noaa.gov/acquisition/docs/ago_foia_procedures_07.29.13.pdf

Subchapter E – General Contracting Requirements

Subpart 1330-27.1 General

1330-27.101-Applicability

1330-27.101-70 NOAA Solicitations and Contracts Producing Environmental Data or Peer-Reviewed Publications

(a) Policy. [Acquisition Alert 17-01, NOAA Solicitations and Contracts Producing Environmental Data or Peer-Reviewed Publications](#), established the NOAA acquisition policy for all solicitations, contracts, and orders, at any dollar amount, that fund the production of any element of environmental data or peer-reviewed publications. This policy does not apply to purchase card transactions. This policy was established as a result of the [NOAA Data and Publication Sharing Directive for Grants and Cooperative Agreements and Contracts](#) issued by NOAA's EDMC.

(b) Exclusions. This policy *excludes* requirements for laboratory notebooks, preliminary analyses, drafts of scientific papers, plans for future research, peer review reports, communications with colleagues, or physical objects, such as laboratory specimens. Questions regarding applicable requirements, exclusions, exemptions, and waivers shall be coordinated through the Program Office and the respective NOAA Environmental Data Management Committee (EDMC) representative.

(c) Responsibilities of the NOAA Program and Program Office. A NOAA Program or Program Office with a requirement for a contract or an order that will result in the production of environmental data or peer-reviewed publications shall provide the following information to the servicing Acquisition Division and contracting officer (1) with the submission of the purchase requisition and (2) before contract closeout as described below:

1. The Data Management Guidance (DM Guidance) specific to the requirement.
 - A. The [NOAA Data and Publication Sharing Directive for Grants and Cooperative Agreements and Contracts](#), Appendix A, provides a tailorable template for use in preparing the DM Guidance. The DM Guidance will describe, in general terms, how the NOAA Program intends for the resulting data to be managed by the contractor, including the retention plan for data not archived, and what, if any, NOAA support may be provided. Once the performance period for the contract has expired, the contractor is no longer responsible for maintaining the data. The DM Guidance will be issued with the solicitation to assist offerors in preparing the submission of the [Data Management Plan](#).
 - B. The [Data Management Plan](#) is required to be submitted as part of the offeror's proposal and must be responsive to the recommendations provided in the DM Guidance. The Data Management Plan is approved by the NOAA Program and Program Office during the evaluation of the offeror's

2. The period of performance to be established within the contract or order for:
 - A. Delivery or completion date for making data publicly accessible;
 - B. Maintenance or updates to the publically available data (if required); and
 - C. Any requests from the contractor during performance of the contract to extend the data accessibility submission date or the period of performance of the contract shall be coordinated by the NOAA Program with the contracting officer.
3. If the requirement has received an exemption or an approved waiver from (a) the NOAA Program, (b) the Program Office, or (c) the NOAA EDMC, and is not subject to the data accessibility requirements, the Program Office shall provide evidence of the exclusion, exemption, or approved waiver.
4. Prior to contract closeout, the NOAA Program shall confirm the data accessibility of the contractor's environmental data or peer-reviewed publication.

(d) Responsibilities of the Contracting Officer. NOAA AGO contracting officers shall utilize the information submitted by the NOAA Program and the Program Office to ensure the solicitation, contract, or order resulting in the production of environmental data or peer-reviewed publications contains the following:

1. The DM Guidance submitted by the NOAA Program or Program Office shall be included in solicitations (including Broad Agency Announcements) or as an attachment to the solicitation for work expected to produce environmental data or peer-reviewed publications.
2. The contracting officer shall insert the solicitation language located at [1330-52.227-70](#), *Instructions to Offerors – Awards Expected to Generate Environmental Data or Peer-Reviewed Publications*, in all solicitations (including Broad Agency Announcements) for requirements expected to generate environmental data or peer-reviewed publications. The solicitation language includes instructions to offerors and references the evaluation of the Data Management Plan and past performance regarding such plans. Contracting officers must ensure these items are included in the evaluation criteria.
3. The contracting officer shall insert the contract language located at [1330-52.227-71](#), *Awards Expected to Generate Environmental Data or Peer-Reviewed Publications*, in all Notice of Awards and Contracts or Orders expected to produce environmental data or peer-reviewed publications.

1330-27.170 Solicitation and Contract Language

(a) Insert the solicitation and contract language located at [1330-52.227-70](#), *Instructions to Offerors – Awards Expected to Generate Environmental Data or Peer-Reviewed Publications*, in all solicitations (including Broad Agency Announcements) for requirements expected to generate environmental data or peer reviewed publications.

(b) Insert the contract language located at [1330-52.227-71](#), *Awards Expected to Generate Environmental Data or Peer-Reviewed Publications*, in all Notice of Awards and Contracts or Orders expected to produce environmental data or peer-reviewed publications.

Part 1330-32 Contract Financing

Subpart 1330-32.5 Progress Payments Based on Costs

1330-32.502 Pre-award Matters

1330-32.502-2 Contract Finance Office Clearance

(a)(3) The contracting officer shall obtain the SBPO's approval before taking any of the actions in accordance with FAR 32.502-2(a) through (c).

Subpart 1330-32.7 Contract Funding

1330-32.702 Policy

(a) Internal Control for Funding Approval, Certification, and Obligation. The Anti-Deficiency Act prohibits making obligations in excess of available appropriations or apportionments. Each individual involved in the procurement process has specific authority, responsibility, and constraints associated with their role. Products and services are independently and separately approved for bona-fide needs, funds availability, and obligation. This separation of duties reflects the required checks and balances needed to protect NOAA from waste, fraud, and abuse. This policy applies to purchases for products or services that require a purchase request, purchases above the micro-purchase threshold and training requests that require a purchase order. The policy does not apply to travel.

1. **Definitions:**

“Organizationally Detached” as used in this subpart means the requisitioner and/or bona fide needs certifier, funds certifying official, and contracting officer shall, at a minimum, be separate people and shall report to a different first line supervisor.

2. **Roles and Responsibilities:** The following roles and responsibilities apply to NOAA staff when approving purchase requests, certifying the availability of funds, and obligating the Government:

- A. **Requisitioner:** The requisitioner creates the requisition document, enters all pertinent data elements, and shares the requisition document with the bona fide need certifier.
- B. **Bona Fide Need Certifier:** The bona fide need certifier certifies that a product or service meets a bona-fide need, is in the public interest, and is applicable to the appropriation to be utilized. The requisitioner is organizationally detached from the funds certifying official and the contracting officer to ensure an independent and unbiased certification. The requisition and the bona fide needs certifier do not need to be organizationally detached. The bona fide needs certifier may retain the role of the requisitioner, if desired.
- C. **Funds Certifying Official:** The funds certifying official certifies that sufficient funds are available in the identified appropriation and suitable for the intended purpose. The funds certifying official is organizationally detached from the requisitioner, bona fide needs certifier, and the contracting officer to ensure an independent and unbiased certification. The funds certifier shall be authorized in writing by the Chief Financial Officer (CFO) to certify funds as to availability and suitability for the intended purpose. The NOAA CFO

has delegated this authority to the Line Offices and Office of Marine and Aviation Operations (OMAO) for their respective offices. The NOAA CFO serves as the CFO for all Staff Offices. The NOAA CFO serves as the CFO for all Staff Offices. Staff Offices shall work with the NOAA CFO to identify and appoint funds certifying officials.

- D. **Contracting Officer:** The contracting officer contractually obligates the Government pursuant to a procurement contract. The contracting officer shall be organizationally detached from the requisition, bona fide need certifier, and the funds certifying official to ensure an independent and unbiased certification. The contracting officer shall be authorized in writing by the SBPO to obligate the Government.

1330-32.702-70 Policy for Purchase Requisitions for Conferences and Group Travel

The requisitioner shall follow the [Conference and Group Travel Approval Process](#) as provided on the NOAA Finance Office site and ensure any purchase requisition for conference expenses or group travel submitted to the Acquisition and Grants Office (AGO) or a Field Delegate is accompanied by the proper approval documentation. The appropriate approval must be provided in order to process the requisition. For questions regarding the policy or procedures set forth by the NOAA Finance Office for conference and group travel and the necessary approvals, the requisitioner should email Conferences_GroupTravel@noaa.gov.

1330-32.703 Contract Funding Requirements

1330-32.703-170 Purchase Requisition Funding for Fully Funded and Incrementally Funded NOAA Contracts

(a) The following acquisition policy applies to fully funding a purchase requisition submitted to AGO for the initiation of a procurement:

1. **New Procurements:** A purchase requisition for the initiation of a procurement submitted to AGO shall be fully funded. A new procurement for a contract award shall include a fully funded purchase requisition for the base period. A contract award shall normally establish an award and option-period renewal date in compliance with Commerce Acquisition Manual 1307.1 Appendix C Procurement Administrative Lead Times (PALT) and the AGO Acquisition Cutoff Dates for the fiscal year. A contract award shall establish a performance period beginning not later than July 1st and an option-period renewal date not later than June 30th. A contract with continued services in subsequent years shall normally establish a base performance period of 12 months. The option period(s) for a contract shall be established as a 12 month option period(s). An option period with a performance period less than 12 months shall normally require proper written justification (i.e. memorandum format) from the requisitioner, approval by the contracting officer, and shall not be less than 6 months.

In the case of a procurement to establish an Indefinite-Quantity type contract, the requisition must provide sufficient dollars to fund the minimum guaranteed amount.

A zero dollar purchase requisition will not be accepted to initiate the procurement of a new contract(s) unless the requirement meets the following exceptions:

- A. When the procurement lead time is such that it requires initiation of a procurement in the then-current fiscal year with contract award to be made in the following fiscal year.
 - B. When the Head of Contracting Office (HCO) has granted an exception due to extenuating circumstances that require submission of a zero dollar purchase requisition
2. **Contract Option Periods and Modifications:** A purchase requisition for exercising an option period shall be fully funded for the requirement being procured. Purchase requisitions for modifications to partially or incrementally fund an option period will no longer be processed by AGO unless the requirement meets the following exceptions:
- A. When the requirement is to exercise an option for a high risk type contract (cost-reimbursement, time-and-materials, and labor-hour) or a firm fixed price contract under a continuing resolution.
 - B. When the HCO has granted an exception due to extenuating circumstances
3. **Changes to Purchase Requisitions:** The requisitioner is required to ensure that a purchase requisition submitted to AGO for contracting action contains the appropriate accounting codes and sufficient funds to cover the period of performance. If it is determined later that there are insufficient funds in the account, the requisitioner is responsible to ensure that adequate funds are transferred under the original accounting code to fund the remainder of the period of performance. AGO will not allow the accounting codes to be changed on the requisition originally submitted. This will preclude loss of work already completed. Any change to correct an accounting code shall be approved by the HCO.

(b) The following acquisition policy applies to the incremental funding of firm fixed price (under a continuing resolution), cost reimbursement, time-and-materials, and labor-hour contract actions. Absent specific authority, funding under a continuing resolution is available only to fund ongoing projects and activities. The use of these funds is not authorized for new initiatives or projects:

1. **Firm Fixed Price Contracts (under a Continuing Resolution):**

A continuing resolution is an appropriation act that provides budget authority for Federal agencies, specified activities, or both in the continuance of operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year. In accordance with agency policy and absent Congressional authority, the use of incremental funding on a firm fixed price contract action is only authorized during a continuing resolution. Unless specified by Congressional authority, incremental funds cannot be used on firm fixed price contract actions after the Department has received a full appropriation. In order to process an incrementally funded firm fixed price contract action during a period of continuing resolution, all the following requirements shall be met:

- A. Program offices are responsible for (a) the coordination with their respective Acquisition Division or acquisition office to confirm the funding amounts required for specific

- ongoing projects and activities, and (b) the coordination with their budget office to ensure that the terms of the continuing resolution are met before the funds are provided to the Acquisition Division or acquisition office. The submission of funding to the servicing Acquisition Division or acquisition office shall constitute that use of the funding for an obligation on the specific contract is in compliance with the terms of the applicable continuing resolution. The contract action being funded must be for the full period of the continuing resolution.
- B. After the appropriation has been received and allocated, program offices shall promptly provide the servicing Acquisition Division or acquisition office with the balance of funding necessary to fully fund the contract for the specific ongoing project. The full allocated amount of funds for an ongoing project or activity shall not be withheld for fragmented distribution to the servicing Acquisition Division or acquisition office throughout the fiscal year. The required funding shall be provided and obligated consistent with the established terms of the contract.
 - C. The contract action shall cite the clause at FAR 52.232-18, *Availability of Funds*, as the authority to expressly condition the Government's obligation under the contract for the balance of funding required upon the availability of funds. If the FAR clause is not included in the contract, a bilateral modification is required for its inclusion.
2. **Cost Reimbursement, Time-and-Materials, and Labor-Hour Contracts:** The use of incremental funding for high risk type contracts (cost reimbursement, time-and-materials, and labor-hour) for services is permissible, when all of the requirements are met:
- A. Incremental funding is not prohibited by the agency, a specific appropriation, the financial management regulations, or the acquisition regulations.
 - B. The services being procured are severable. Absent special authority, non-severable services must be fully funded at the time of the award.
 - C. A bona fide need exists for the services when the initial obligation is made.
 - D. The acquisition instrument includes any relevant agency supplemental and FAR clauses or provisions necessary to limit the Government's financial liability. Contracting officers shall ensure that all cost reimbursement contract actions cite the clause at FAR 52.232-22 Limitation of Funds. Contracting officers shall ensure time-and-materials and labor-hour solicitations, contracts, and orders include the NOAA solicitation and contract language at [1330-52.232-70, NOAA Limitation of Funds on Time-and-Materials and Labor-Hour Contracts](#).
 - E. The award is in compliance with all applicable regulations.

1330-32.703-270 Annual and Multiple Year Appropriations for Severable Services Contracts

(a) Policy

In accordance with 41 U.S.C.3902, multiple year appropriations, like annual appropriations, may be used for a severable services contract with a contract performance period that extends beyond the period of availability of the funds, as long as the services are provided within one year after the award of the

procurement contract and the funds are obligated within their period of availability. 41 U.S.C. 3902 applies to both annual appropriations and multiple year appropriations in their final year of availability.

1330-32.703-70 Initiation of Contracting Actions without Funding under a Continuing Resolution

(a) Policy

During periods of an extended Continuing Resolution, the BPO may authorize HCOs to initiate contracting actions at their discretion in advance of appropriations to ensure that essential NOAA services are in place when required and/or to effectively process the current fiscal year workload.

(b) Procedures

1. The requiring office shall provide the following:
 - A. Sufficient funding on the PR to evidence the need for the commodity or service and the intent to provide full funding as soon as the appropriation is passed, or
 - B. A \$0 PR if funding is not possible.
2. As soon as NOAA’s appropriation is passed, the requiring office shall provide the balance of any funds required to meet the Government estimate to the contracting officer.
3. Once the appropriation has been passed, HCOs shall not accept \$0 PRs to initiate any contracting actions to be funded with the then-current year funding.

(c) Solicitation provisions and contract clauses

1. Neither FAR 52.232-18, *Availability of Funds*, nor FAR 52.232-19, *Availability of Funds for the Next Fiscal Year*, shall be cited in the solicitation unless the conditions stated for their use in FAR Part 32 apply to the procurement.
2. Should neither of the clauses apply, include a prominent statement in the solicitation informing prospective offerors that funds are not available.

1330-32.703-71 Initiation of Contracting Actions without Funding under a Full Appropriation

(a) Policy

The SBPO may authorize HCOs to initiate contracting actions at their discretion in a fiscal year for large dollar procurements to be awarded in the following fiscal year where conditions for use of the FAR Subject to Availability of Funds clauses do not apply.

(b) Procedure

1. The requiring office shall provide \$0 PR.
2. HCOs have the discretion to accept \$0 PRs to initiate the contracting actions in advance of appropriations.

(c) Solicitation provisions and contract clauses

1. Neither FAR 52.232-18, *Availability of Funds*, nor FAR 52.232-19, *Availability of Funds for the Next Fiscal Year*, shall be cited in the solicitation unless the conditions stated for their use in FAR Part 32 apply to the procurement.
2. Should neither of the clauses apply, include a prominent statement in the solicitation informing prospective offerors that funds are not available.

Subpart 1330-32.8 Assignment of Claims

1330-32.803 Policies

(b) Document any prohibition of the assignment of claims in a determination for the contract file.

Part 1330-33 Protests, Disputes, and Appeals

Subpart 1330-33.1 Protests

1330-33.103 Protests to the Agency

(d)(3) Upon receipt of a notification of protest, the contracting officer shall notify and provide a copy to the HCO concerning the protest. The HCO shall notify the SBPO immediately after receipt of a protest. Protests received at a level higher than the contracting office shall be referred to the contracting office for resolution. Concurrent with this referral, the office that initially received the protest shall inform the protester, by identifying the contracting office that will handle the protest and provide the point of contact within that office.

Contracting officers shall also notify the OAM of the actual receipt of a protest within five business day from receipt of the notification of protest in accordance with the requirements of [CAM 1301.70, Appendix B, Senior Procurement Executive Notifications](#). The contracting officer shall prepare a [Notification of Receipt of Protests, Lawsuits, and Appeals](#) for the SBPO.

(f)(1) The HCO or the SBPO, if the HCO is the contracting officer, shall make the determination to award a contract, pending agency resolution of the protest, after obtaining the concurrence of OGC CLD.

1330-33.104 Protests to GAO

(a)

1. Contracting officers shall prepare a [Notification for Protests, Lawsuits, and Appeals memorandum](#) to notify OAM of the actual receipt of a protest within five business days in accordance with the requirements of [CAM 1301.70, Appendix B, Senior Procurement Executive](#)

Notifications. Contracting officers shall also notify OGC CLD immediately upon receipt of any protest, and begin communications to coordinate a protest response strategy and schedule of key activities to ensure a timely submission of the response to the GAO.

2. The CLD shall advise the SBPO of the protest. As part of the weekly report to the SBPO, the HCO shall provide the case Number (B-number), the name of the protester, the solicitation number, the date and time the protest was received from the protester, the agency report due date, GAO decision date to CLD, and the contracting officer. The HCO shall ensure that CLD receives a copy of all documents related to the protest.
3. The contracting officer shall make the required notifications in accordance with FAR 33.104(a)(2) and ensure that a redacted copy of the protest is released. All communications to parties not yet represented by counsel shall be reviewed by CLD prior to being issued. CLD shall directly respond to GAO.
 - A. Process protests filed with GAO through the POD. These protests require coordination with the POD, the SPE, the SBPO, OGC CLD, and the contracting officer.
 - B. The contracting officer, with the assistance of the COR, shall assemble the protest file, as described in FAR 33.104(a)(3)(ii).
 - C. The contracting office shall obtain OGC CLD guidance in determining which documents to release or withhold from the protestor and interested parties.
 - D. Working with OGC CLD, the contracting officer prepares the statement of facts in accordance with FAR 33.104(a)(3)(iv)(B) for inclusion in the agency report to GAO. The OGC CLD will prepare the complete agency report and submit it to GAO.
4. In accordance with Commerce Acquisition Regulation 1333.104-70(b), CLD shall submit copies of the protest response and associated file to the GAO, the protestor, and any interveners. OGC CLD will provide the any additional documentation described in FAR 33.104(a)(4)(ii) (A) and (B).

Subpart 1330-33.70 Notification and Reporting of Significant Events

1330-33.7001 Notification

(a) Contracting officers shall prepare a Notification for Protests, Lawsuits, and Appeals memorandum to notify the OAM of the actual receipt of a protest, in accordance with the requirements of CAM 1301.70, Appendix B, Senior Procurement Executive Notifications.

(b) The HCO shall notify the SBPO as soon as practicable of any potential protest, claim, or significant event.

(c) The memorandum shall be addressed from the contracting officer, through the SBPO, to the SPE. The memorandum will be submitted for an SBPO Review prior to submission to the SPE.

1330-33.7002 Reporting

(a) Until resolved, the contracting officer shall provide an update of the status of significant events in the AGO weekly report, submitted on Thursday of each week unless otherwise designated.

1330-33.7003 Response

(a) Contracting officers shall prepare a [Response to a Protests, Lawsuits, Claims, Appeals, or Other Significant Event memorandum](#) to inform OAM of the filed response in accordance with the requirements of [CAM 1301.70, Appendix B, Senior Procurement Executive Notifications](#).

(b) The memorandum shall be addressed from the HCO, through the SBPO, to the SPE. The memorandum will be submitted for an SBPO Review prior to submission to the SPE.

Subchapter F – Special Categories of Contracting

Part 1330-35 Research and Development Contracting

Subpart 1330-35.70 Export-Controlled Items

1330-35.7000 Scope

This subpart implements DOC Bureau of Industry and Security Export Administration Regulations (EAR) to control “deemed exports”.

1330-35.7001 Definition

The EAR define a “deemed export” as any release of technology or source code subject to the EAR to a foreign national, both in the United States and abroad. Such release is “deemed” to be an export to the home country of the foreign national.

1330-35.7002 Policy

(a) Each Corporate and LO is responsible for adequate controls of physical, verbal, visual, and electronic access to export-controlled information, software, source code, and technology within NOAA facilities.

(b) Contractors are charged with compliance with EAR requirements during contract performance at non-NOAA facilities.

1330-35.7003 Procedures

(a) Prior to issuance of a solicitation for research and development, the Corporate or LO shall notify the contracting officer in writing when export-controlled information or technology will be involved and identify whether:

1. The work contains specific information or technology that must be controlled, including the applicable references to the EAR and/or International Traffic in Arms Regulations (ITAR), or
2. The work is fundamental research only, and export-controlled information or technology will not be involved.

(b) Existing contracts shall be modified to include this contract language as appropriate.

1330-35.7004 Solicitation and Contract Language

Insert the solicitation and contract language located at [1330-52.235-70, Compliance with U.S. Department of Commerce and Other Export Control Regulations \(May 2006\)](#), in NOAA solicitations

and contracts for research and development when export-controlled information or technology will be involved or where the contractor may gain access to export-controlled information or technology during the performance of this contract.

Part 1330-36 Construction and Architect-Engineer Contracts

Subpart 1330-36.2 Special Aspects of Contracting for Construction

1330-36.201 Evaluation of contractor performance

The COR, or other program official, as appropriate, is the evaluating official in accordance with [CAM 1342.15, Contractor Performance Information](#), and prepares performance evaluation reports using the Contractor Performance Assessment Reporting System ([CPARS](#)) in accordance with the requirements set forth in [CAM 1342.15](#).

1330-36.203 Government estimate of construction costs

(c) Prior to award, the contracting officer shall not disclose the overall amount of the Government's estimate to anyone other than Government personnel whose official duties require knowledge of the estimate, unless the HCO approves this disclosure.

Subpart 1330-36.6 Architect-Engineer Services

1330-36.602 Selection of firms for architect-engineer contracts

1330-36.602-2 Evaluation boards

(a)

1. The SBPO establishes the evaluation board for acquisitions up to the SAT.
2. The HCA shall establish a pre-selection board and appoint a chairperson to prepare a pre-selection report for the evaluation board when the estimated cost of the acquisition exceeds the SAT and when a large quantity of responses to the synopsis is received and an in-depth study of each by the evaluation board would cause undue delays.
3. For non-NOAA clients, the equivalent positions in the client organization shall fulfill these roles.

1330-36.602-270 Pre-selection boards

(a) The pre-selection board shall perform the following functions:

1. Each pre-selection board member shall:

2. Review the SF 330, "Architect-Engineer Questionnaire," submitted in response to the synopsis,
3. Identify any offeror that does not meet mandatory technical requirements and document the reasons,
4. Rank order the offerors that meet mandatory technical requirements based on their technical and professional expertise as it relates to the Government's requirement,
5. Provide a copy of each rating sheet and written narrative of any reservations, qualifications, or areas to be addressed that might bear upon the selection of offerors for interviews to the chairperson, and
6. Meet with the chairperson and other pre-selection board members to obtain consensus on the rank order of offerors and reasons for excluding any offerors.

(b) The pre-selection board chairperson shall prepare a written report addressing the following information:

1. List a minimum of three, and no more than five, of the highest evaluated offerors in rank order.
2. Document the reason(s) an offeror should be excluded from further consideration, and
3. Include a copy of each rating sheet and written narrative about any reservations, qualifications, or areas to be addressed that may bear upon the selection of offerors for interviews.

(c) The chairperson and each pre-selection board member shall sign the pre-selection board report.

(d) The chairperson shall submit the pre-selection board report to the contracting officer.

(e) The contracting officer shall provide the pre-selection board report to the evaluation board for further consideration using the procedures in FAR 36.602-3.

(f) The pre-selection board shall not communicate with any offerors.

1330-36.605 Government cost estimate for architect-engineer work

(b) The HCO is the approving official for any disclosure of a Government cost estimate.

Part 1330-37 Service Contracting

Subpart 1330-37.1 Service Contracts - General

1330-37.102-70 Policy

(a) The NOAA Acquisition and Grants Officer (AGO) [Standard Operating Procedure \(SOP\) entitled Proper Roles of the Services Contractor](#) was issued in [Acquisition Alert 17-03](#) to provide policy and guidance to the NOAA Line and Staff Offices regarding the proper roles of the services contractor when working side-by-side with NOAA employees to support NOAA's mission. NOAA Line and Staff Offices should refer to the SOP to understand the proper roles of the services contractor related to Government-contractor interactions and comply with the associated policies and procedures.

(b) NOAA Government-Contractor Relations.

1. Non-Personal Services.

In order to ensure an understanding between NOAA and the contractor that non-personal services contracts are proper and remain proper during performance, the contracting officer shall insert the solicitation and contract language located at [NAM 1330-52.237-71 NOAA Government-Contractor Relations – Non-Personal Services Contract](#) as prescribed by 1330-37.170(a). 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 the solicitation and contract language located at [1330-52.237-71](#), procedures and timelines for notification are provided within the language.

2. Contractor Personnel Receiving Awards.

The DOC Office of Human Resources Management Performance Management Handbook states the only form of recognition available for contractor personnel is a Certificate of Appreciation. In addition to the policy and procedures identified in the [NOAA Incentive Awards Handbook](#), Section 7 Non-Monetary Awards, NOAA employees shall ensure compliance with the following NOAA acquisition policy:

- A. Certificates of Appreciation intended for a services contractor employee must be tied to the contract. Prior to issuing a Certificate of Appreciation for a services contractor employee, Line and Staff Offices shall coordinate with both the COR (if no COR assigned, then the CO) and the CO for the contract to determine whether performance of the contract is satisfactory and appropriate to proceed with the award.
- B. Per the [DOC Office of Human Resources Management Performance Management Handbook](#), while a contractor may receive a Certificate of Appreciation, organizations are prohibited from spending appropriated funds to purchase a presentation holder (i.e., a frame or a plaque) or to otherwise expend appropriated funds to acknowledge (i.e., celebrate) a contractor's completion of a specific project.
- C. The prepared Certificate of Appreciation shall clearly identify the individual as a contractor employee and name the contractor company. As a best practice, the contractor's designated official should present the certificate to the contract employee.

- D. Contractors shall not be reimbursed for the cost of travel and travel related expenses associated with attendance of an awards ceremony or event held for similar purposes.
3. Contractor Personnel attendance at Team/Morale Building Events or Social Gatherings.
- A. Team/Morale-Building Events. Contractors providing onsite support services to NOAA may be permitted to attend team/morale-building events, such as office picnics, sport outings, holiday parties, or other like functions (such as “All Hands” or “off-site” team meetings), when certain conditions have been met. The Line or Staff Office will provide information regarding the planned event(s) to the Contracting Officer’s Representative (COR) (if no COR is assigned, then to the contracting officer) who coordinates with the contracting officer in advance to discuss the specific nature of the event(s). The contracting officer will determine:
- i. Whether attendance would be in accordance with the standards of conduct (FAR 3.101) and does not give the perception of an improper employer-employee relationship (FAR 37.104);
 - ii. Whether attendance would affect the services required under the contract and would not be inconsistent with the contract terms and conditions; and
 - iii. Whether attendance will be allowed on a billable or unbillable status.

Where determined by the CO that the time spent at a team/morale-building event shall not be billed to the Government, contractor personnel choosing to attend must make arrangements with their employer for appropriate leave or other unbillable status under the contract.

There may be instances where it is appropriate for contractors to attend staff meetings and/or off-site meetings where mission-related items are discussed. The CO will notify the COR if the contractor is allowed to attend these meetings and will specify whether the meetings are billable. Examples of such meetings might include an internal meeting to discuss ways to improve a system/application for which contractors regularly utilize or an “off-site” team meeting focused on a special project for which a contractor is part of the project team.

- B. Social Gatherings. Social gatherings, such as retirement parties, promotion, baby showers, birthday parties, and wedding celebrations may occur periodically in the workplace wherein contractors may wish to attend on their own personal time. This is permissible only where contractor personnel are not on contract time billed to the Government and they have made arrangements with their employer to take leave or to be on other unbillable status.

In the instance where Government employees are invited by the contractor to attend holiday party or other social gathering, the [gift rules](#) apply. This includes invitations to “widely attended gatherings,” which can only be accepted under certain circumstances where approved by a Government supervisor. The Department of Commerce Office of General Counsel Ethics and Programs Division has provided guidance for Government employees on handling [invitations](#) to such events.

- C. Contractor Contribution to Attend Events and Gatherings. While contractor personnel may not be asked or be required to pay to attend any team/morale-building event or social gathering, they (or their employer) may voluntarily pay the per-person attendance cost or fee or may bring food to share if others attending are doing the same. These are not considered gifts, but rather the cost of their share of a group office function or meal. They may also voluntarily contribute to a gift, but the [gift rules](#) apply.
4. Contractor Personnel Participation on NOAA Councils.
- A. Certain events may result NOAA Councils and Committees. The [NOAA Business Operations Manual](#) identifies a NOAA Council as an established group that provides leadership and coordination across the agency for select functions and a committee as an established group that reports to a NOAA Council. NOAA utilizes councils for select high-interest and high-visibility functions. Councils also provide a forum for reviewing and developing policy and procedures for technical and scientific issues, guide resource utilization, and simplify complex issues into recommendations for senior leadership. The participation of contractor personnel to provide support services to a NOAA Council, committee, or any other group that provides leadership and coordination across the organization for select functions may be appropriate, if clearly within the scope of their respective contract. Contractor personnel shall not be a voting member of a NOAA Council or Committee. A full list of the established NOAA Councils is provided in Chapter 2, Table 2-1 of the [NOAA Business Operations Manual](#).
- B. In all instances NOAA Employee Councils and similar entities. NOAA Employee Councils, committees, working groups, affinity groups, voluntary employee organizations (as defined in [DAO 202-251](#)), and groups convened for similar purposes, are intended to facilitate communication both among NOAA Federal employees and with NOAA leadership to help promote a positive, effective, and collegial workplace environment. A contractor shall not participate as a member in the activities of these Federal employee-specific entities.

1330-37.111 Extension of Services

Pursuant to [1330-17.202\(a\)](#), FAR clause 52.217-8, and the corresponding language required by [1330-17.203\(b\)\(2\)](#) and [1330-17.204\(a\)](#), shall be inserted into all solicitations, contracts, and orders for severable services.

1330-37.170 Solicitation and Contract Language

(a) Insert the solicitation and contract language located at [1330-52.237-71, NOAA Government-Contractor Relations – Non-Personal Services Contract](#) in all solicitations, contracts, and orders that include services.

Subpart 1330-37.5 Management Oversight of Service Contracts

1330-37.504-70 Contracting Officials' Responsibilities

(a) Contractor Access to NOAA facilities and systems.

1. During acquisition planning, contact the DOC Office of Security to determine procedures and clearance requirements for permitting contractor/subcontractor personnel physical access to NOAA facilities and systems.
2. Consider clearance requirements to allow adequate start-up time for the contractor to obtain the necessary clearances.
3. The contracting officer shall insert the solicitation and contract language located at [1330-52.237-72 Contractor Access to NOAA Facilities](#) in all in all solicitations, contracts, and orders in which a contractor will require access to NOAA facilities and resources, including equipment and systems, or to make a delivery. The fill- in section shall be completed by the contracting officer before the solicitation is issued. The following applies regarding the use of the solicitation and contract language located at [1330-52.237-72 Contractor Access to NOAA Facilities](#):
 - A. Certain events may result in contractor employees being denied access to a NOAA facility for a portion of a business day or longer for various reasons. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the Contracting Officer's Representative (COR). Additional procedures are provided in [1330-52.237-72 Contractor Access to NOAA Facilities](#). Events where NOAA may close or otherwise deny contractor employees access to a NOAA facility include, but are not limited to:
 - 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.
 - B. In all instances where a contractor employee requires access to NOAA facilities outside of regular business hours or outside of the normal workweek, the contractor shall submit a request through the COR to the contracting officer in accordance with [1330-52.237-72 Contractor Access to NOAA Facilities](#). The written request shall provide a justification supporting the required access for the contractor employee and be submitted for approval before access is allowed. Contractor access to a NOAA facility outside regular hours or outside the normal workweek may be permissible without the presence of a Federal employee if determined that the contractor employee is compliant with the necessary security requirements and a Federal employee is not required to be present to provide technical direction. Upon receipt of the request, the COR shall verify the following information before submitting to the contracting officer for approval:

- i. The contractor is in compliance with personnel security requirements;
 - ii. Contractor access to the facility is available for the time requested and necessary for the performance of the contract;
 - iii. Any need for a Federal employee to be onsite during the performance; and
 - iv. Work performed as overtime is compliant with Federal Acquisition Regulation (FAR) 22.103-4 and Commerce Acquisition Regulation (CAR) 1322.103-4.
- C. For contracts or orders anticipating a need for contractor employees to have routine access to NOAA facilities outside of normal business hours on a regular or intermittent basis, the contracting officer is encouraged to tailor [1330-52.237-72 Contractor Access to NOAA Facilities](#) to address any specific notification and access requirements unique to the services being provided. In contracts where routine, after-hours access to facilities is not anticipated, but is found necessary after award, the contractor shall submit a request through the COR to the contracting officer as described in [1330-37.504.70\(a\)3.B](#).

1330-37.570 Solicitation and Contract Language

(a) Insert the solicitation and contract language located at [1330-52.237-70, Contractor Communications](#), in all solicitations, contracts, and orders of services that have a requirement for the contractor to communicate in writing, electronically, or orally with Government employees, agency clients, other Government contractors, or other Government stakeholders. This part applies to all contracts and orders for services regardless of the contract type or kind of service being acquired.

(b) Insert the solicitation and contract language located at [1330-52.237-72, Contractor Access to NOAA Facilities](#), Contractor Access to NOAA Facilities, in all solicitations, contracts, and orders in which a contractor will require access to NOAA facilities and resources, including equipment and systems, or to make a delivery.

Part 1330-39 Acquisition of Information Technology

Subpart 1330-39.1 General

1330-39.101-70 Chief Information Officer Approval for Information Technology Products and Services

(a) The NOAA Office of the Chief Information Officer (OCIO) [Policy on Information Technology \(IT\) Acquisition Strategies and Planning Under the Federal Information Technology Acquisition Reform Act \(FITARA\)](#) (NOAA OCIO FITARA policy) provides direction for the review and approval of acquisitions for IT products and services and NOAA OCIO [Procedure on IT Acquisition Strategies and Planning Under FITARA](#) (NOAA OCIO FITARA procedure) implements the NOAA OCIO FITARA policy. The NOAA OCIO FITARA policy and procedure is applicable to all procurements in NOAA and provides a mechanism for the identification and processing of both IT and non-IT products and

services. NOAA AGO [Acquisition Alert \(AA\) 18-07, Compliance with Acquisition Requirements under FITARA](#), establishes policy to ensure compliance with the NOAA OCIO policy and procedure.

(b) The following applies to Purchase Requests/Purchase Requisitions (PRs) submitted to AGO for the purchase of IT products or services:

1. The requisitioner shall reference an Investment Review Determination (IRD) number (required for all procurement actions over \$150K) and IT Investment Authority (ITIA) number (required for requirements involving any amount of IT) in the “Purpose” field of the PR and the “Other Approvals” or “Other Elements” section of the acquisition plan (milestone and formal).
2. Contracting officers (COs) shall not process procurement actions over \$150K that do not include an IRD number. The IRD will indicate whether or not the action includes IT.
3. COs shall not issue a solicitation for a requirement that involves any amount of IT unless the approved ITIA has been issued in accordance with the NOAA FITARA policy.
4. Acquisitions that involve less than \$150K of IT are covered by a blanket ITIA available in the NOAA OCIO [ITIA-0 Google drive folder](#). A new blanket ITIA will be issued each fiscal year and added to the ITIA Google drive folder.
5. This policy does not apply to changes within the scope of an awarded task or stand-alone contract exercising already competed options, funding actions, and administrative actions.

(c) Requisitions requiring an acquisition plan shall receive CIO approval prior to submission to the contracting officer.

1. All NOAA requisitions for procurement actions containing any amount of IT above the micro-purchase threshold shall be accompanied by a completed [NOAALink Worksheet](#) routed via C-Suite to NPO. Instructions for completing the worksheet are located at [NOAALink Forms and Related Documents page](#).
2. Requisitions for procurement actions with any amount of IT that are not accompanied by an approved NOAALink Worksheet will be returned to the requisitioner.
3. While all requisitions for procurement actions containing any amount of IT above the micro-purchase threshold must be routed through NPO, the NOAALink object class code suffix is applied only when the acquisition strategy involves the use of a recognized IT contract. An “IT contract” is defined as an IT specific Federal Supply Schedule or Government Wide Acquisition Contract (e.g. IT Schedule 70, NITAAC CIO-SP3, Alliant), the NOAALink Core contracts, or NOAA Mission IT Services contract, when available.

(d) Acquisition approvals. The NOAA OCIO FITARA [policy](#) provides a summarized table under *IV. Policy*, specifying that all acquisition plans (milestone and formal) involving any amount of IT must be reviewed and/or approved by the Assistant CIO (ACIO) or NOAA CIO, as applicable, and all acquisition plans (whether or not they involve IT) equal to or greater than \$10M must be reviewed by the NOAA CIO and approved by the DOC CIO. Also see [NAM 1330-7.104-70\(a\)](#).

1330-39.101-71 Supply Chain Risk Management for Acquiring High and Moderate Impact Information Systems

(a) Section 515 of the Consolidated and Further Continuing Appropriations Act, 2015, P.L. 113-235, Div. B, Title V states that none of the funds appropriated or otherwise made available under this Act may be used by the Departments of Commerce (DOC) and Justice, the National Aeronautics and Space Administration (NASA), or the National Science Foundation (NSF) to acquire a high-impact or moderate-impact information system, as defined for security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, "Standards for Security Categorization of Federal Information and Information Systems" (FIPS-199) unless the agency has—

1. Reviewed the supply chain risk for the information systems against criteria developed by NIST to inform acquisition decisions for high-impact and moderate-impact information systems within the Federal Government;
2. Reviewed the supply chain risk from the presumptive awardee against available and relevant threat information provided by the Federal Bureau of Investigation and other appropriate agencies; and
3. In consultation with the Federal Bureau of Investigation or other appropriate Federal entity, conducted an assessment of any risk of cyber-espionage or sabotage associated with the acquisition of such system, including any risk associated with such system being produced, manufactured, or assembled by one or more entities identified by the United States Government as posing a cyber threat, including but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China.

Section 515 specifically references FIPS-199 for its definition of the terms "high-impact," "moderate-impact," and "information system." FIPS-199 defines information system as, "A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information."

(b) Contracting officers procuring IT shall:

1. Follow the policy and requirements of PM 2015-08 for moderate and high impact information systems, or any subsequent policy issued.
2. The NOAA CIO shall determine if the acquisition is subject to a Supply Chain Risk Assessment (SCRA). This determination may be delegated. The CIO has determined that purchases meeting any of the three categories below shall be treated as "Covered IT":

- i. The acquisition of a new Information System, i.e. purchase of an Information System that does not have an existing Authorization to Operate (ATO).
 - ii. The acquisition of components to replace or upgrade 51 percent or more of an existing FIPS-199 Moderate Information System.
 - iii. The acquisition of component(s) that, if installed, would cause a significant change to an existing FISMA system as determined by the Authorizing Official(s) or the NOAA CIO.
3. Contracting officers shall ensure that the requisitioner includes with the purchase requisition an approved IT Compliance in Acquisition Checklist.
 4. Contracting officers shall continue to use the contract language identified in PM 2015-08 Section 5.
 5. Prior to making an award, the contracting officers shall comply with the approved SCRA Determination and include the determination in the contract file.

1330-39.170 Purchases for Incident Management Software

(a) All acquisitions related to incident emergency management shall require that any purchase of incident management software or services include the requirement that it comply with the most current version of the Organization for the Advancement of Structured Information Standards (OASIS) Common Alerting Protocol (CAP) standard.

(b) The contracting officer shall insert the solicitation and contract language located at [1330-52.239-170](#) Incident Emergency Management, in solicitations and resulting contracts or orders to ensure compliance and use of most current version of OASIS CAP standard.

Subpart 1330-39.2 Electronic and Information Technology

1330-39.203 Applicability

(b)(2) Exception determination requirements in this section also apply to BPAs.

(c)(2)(A) Use the Non-Availability Certification form.

(c)(2)(B) The approving official who signed the PR shall review and approve the [Non-Availability Certification](#).

1330-39.204 Exceptions

(e)(2)(A) Use the [Undue Burden form](#).

(e)(2)(B) The requiring official's DAA or equivalent, and the agency's CIO shall review and approve Undue Burden documentation.

Subchapter G – Contract Management

Part 1330-42 Contract Administration and Audit Services

Subpart 1330-42.2 Contract Administration Services

1330-42.202-70 Assignment of Contract Administration

(a) Post award appointments and notifications.

1. Contract files shall include any post-award appointments and notifications. In the case of the COR appointment memorandum, document in a memorandum to the file the contracting officer's recommendations with specifics addressing the eligibility of the proposed individual(s) to be appointed as COR or Alternate/Assistant COR and validation of the inclusion of COR responsibilities as a critical element in the candidate's performance plan.
2. In the case of simplified acquisitions and/or task/delivery orders against Federal Supply Schedule contracts or contracts awarded by other agencies, the order file shall be documented to reflect a specific determination on the need to appoint a COR or a Point of Contact (POC).
 - A. If it is determined that a COR is to be appointed for that purchase order or task/delivery order, the above-identified requirements for contract file documentation shall be included in the order file.
 - B. If it is determined that a POC is to be appointed, the file shall document that the proposed candidate's fulfillment of the requirements of CAM 1301.670, COR Certification Program, is complete prior to the appointment or a waiver is approved.
3. Failure to include these post-award issuances shall be considered a substantive issue precluding award.

(b) Delegation of invoice approval authority.

1. CORs shall review and approve invoices submitted on NOAA contracts and orders, unless this authority is expressly retained by the contracting officer. This includes all contract and order payments processed through the OFs and is applicable to approval of invoices for interim, partial, progress, and final payments under all types of contracts and orders.
2. No formal delegation of authority in the order is required for simplified acquisitions (see [1330-42.202-70\(b\)\(5\)](#)).
3. Contracting officer responsibilities are as follows:
 - A. Officially delegate authority to approve invoices under a specified contract to the COR in the COR's delegation of authority memorandum. Where technical points of contact apply, set forth the authority in the contract/order document. Modify existing contracts/orders, if required, to reflect the delegation.

- B. Provide a copy of all delegation memoranda, or copies of contracts and orders containing the delegation, to the OF.
 - C. Ensure that the address of the COR/technical point of contact is identified in the contract/order as the designated billing office to receive invoices. Copies of invoices may be required to be sent to the contracting officer if deemed necessary by the contracting officer.
 - D. Ensure that the individual delegated as approval authority has a clear understanding of the price schedule and any terms or conditions that apply to payments to be made under the contract, including the FAR Part 52 payment provisions applicable to the contract type.
 - E. Rescind the delegation of approval authority in any instance where the delegated official's failure to comply with proper invoice processing, contract pricing, applicable contract terms or conditions, or advance approval requirements poses an unacceptable risk to NOAA.
 - F. Determine when it is necessary to retain such invoice approval authority either partially (e.g., final invoices under cost-type contracts) or completely to protect NOAA's interests.
4. COR responsibilities are as follows:
- A. Annotate invoices with the actual date of receipt at the time of receipt.
 - B. Process invoices timely and in accordance with the payment provisions of the contract or order, including promptly returning improper invoices within the required timeframes.
 - C. Ensure that any documentation or approvals required by FAR Part 32 and/or contract terms are obtained prior to approving invoices for advance payments or unusual progress payments.
 - D. Coordinate with the contracting officer to determine the appropriate payment reduction required for any rejected items, materials, or services that do not conform to contract requirements.
 - E. Communicate with the contracting officer to obtain any guidance or direction needed when processing invoices for payment, or if disputes arise with the contractor regarding payments due or made. Such guidance or direction extends to contractor-submitted invoices that are incomplete and/or incorrect.
 - F. Ensure that invoices submitted, including any supporting documentation required, comply with those terms, the contract payment clauses, and the contract price schedule before approving invoices for payment.
5. Procedures to delegate invoice approval authority.
- A. For formal contracts, delegate invoice approval authority in the [COR Delegation and Appointment Memorandum](#) and provide a copy of the memorandum to the applicable FO processing payments under that contract/order.
 - B. In instances where a formal delegation of authority to the COR is not required for a contract or order, include the solicitation and contract language at [1330-52.242-70 Submittal of Invoices](#) to effect the delegation in the award document provided to the FO.

Subpart 1330-42.15 Contractor Performance Information

1330-42.1501 General

The following decisions or actions by a contractor shall not be considered in past performance evaluations:

- (a) File or refrain from filing a protest or claim, or
- (b) Agree to use or refrain from using alternate dispute resolution.

Part 1330-43 Contract Modifications

Subpart 1330-43.1 General

1330-43.101-70 Definitions

“Change order” means a written order, signed by the contracting officer (CO), directing the contractor to make a change that the Changes clause authorizes the CO to order without the contractor’s consent (unilateral). See FAR 2.101-Definitions.

“Request for Equitable Adjustment” (REA) means a request submitted by the contractor for compensation to account for adjustments to the contract price, delivery terms, or both. Equitable adjustment means that the contractor is entitled to its costs, plus reasonable profit (except for suspensions and profit on uncompleted work with regard to termination for convenience), and overhead. The additional costs must be allowable, allocable, and reasonable.

1. If the change(s) cause an increase or decrease in the cost of or the time required for performance of any part of the work, the Contractor must assert its right to an equitable adjustment within 30 days after receipt of the order, by submitting to the CO a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government.
2. The equitable adjustments are negotiated and agreed upon by both parties in accordance with FAR 43.103(a) and/or FAR 43.204.

“Unfinitized Contract Action” (UCA) means a contract action for which the contract terms, specifications, or price are not agreed upon before performance commences. A UCA is used when the negotiations of a definitive contract action is not possible in sufficient time to meet Government requirements, and Government interest demands that the contract action be initiated in order for contract performance to begin immediately.

1. A UCA includes letter contracts; orders under a basic ordering agreement, blanket purchase agreement, or a Federal Supply Schedule; unfinitized task or delivery orders; or an unfinitized modification for additional supplies or services to an existing contract determined to be outside of the scope of the original contract. The policy for letter contracts is covered

within the Federal Acquisition Regulation (FAR) 16.603, Commerce Acquisition Regulation (CAR) 1316.603, Commerce Acquisition Manual (CAM) 1301.70, Delegation of Contracting Authority, and NAM [1330-16](#).

2. A UCA does not include a unilateral change under the Changes clause, administrative changes, funding modifications, or any other modifications within scope under the terms of the contract.
3. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the contract.

“Unpriced Change Order” (UCO) means a unilateral change that is within the scope of the contract where the Government and contractor have not reached an agreement, in contract terms, on an equitable adjustment.

1330-43.102 Policy

(a) Complete a Business Case Memorandum (BCM) for any negotiated change to the contract.

1330-43.105 Availability of Funds

(a)(1) Funding contract modifications. See NAM [1330-32.703-170\(a\)\(2\)](#) for additional policy on funding contract modifications.

Subpart 1330-43.2 Change Orders

1330-43.205 Contract Clauses

1330-43.205-70 Solicitation and Contract Language

(a) Insert the solicitation and contract language located at [1330-52.243-70](#), Requests for Equitable Adjustment, in all solicitations and resulting contracts to appropriately address REAs resulting from UCOs or UCAs.

1330-43.270 Unpriced Change Orders and Undefined Contract Actions

(a) For the purposes of definitization, UCOs and UCAs are processed in a similar manner by NOAA.

1. A UCA or UCO shall include a price ceiling or a not-to-exceed amount and a definitization schedule that provides for definitization by the earlier of:
 - A. The date that is 180 days from the date the action was issued; or
 - B. The date in which the funds obligation amount under the contract action reaches 50 percent of the price ceiling or the not-to-exceed price.
 - i. The Government shall not obligate more than 50 percent of the price ceiling or the not-to-exceed price before definitization occurs.
 - ii. However, if a contractor submits a qualifying proposal before 50 percent of the ceiling price or the not-to-exceed price has been obligated by the Government,

then the limitation on obligations before definitization may be increased to no more than 75 percent of the ceiling price or the not-to-exceed price.

- iii. The CO may extend the period (180 days) or the amount (50 percent of the ceiling price or the not-to-exceed price) for the definitization schedule, subject to the review and approval of the SBPO.

2. The definitization schedule for a UCA or UCO shall include:

- A. A Milestone Plan, completed in collaboration with the contractor, that outlines the definitization schedule for the UCA or UCO; and
- B. Evidence of an agreement on the Milestone Plan between the Program Office and the Acquisition Division.

(b) Legal Review. All UCAs, UCOs, Letter Contracts, REAs, and resultant definitized actions and contracts require legal review before being issued or finalized in accordance with [CAM 1301.71 Legal Review of Acquisition Related Thresholds](#).

(c) Processing Requests for Equitable Adjustment

1. A UCO or UCA cannot be definitized until negotiations for the REA have been completed. Negotiations for the REA shall be completed within 180 days of the issuance or receipt of the UCO or UCA.
 - A. The equitable adjustment agreed upon shall not exceed the ceiling price specified for the UCO or UCA.
 - B. Notification must be submitted to the responsible CO's Division Director who will notify the SBPO of any REAs, UCOs, and UCAs where negotiations have not been completed within 180 days. The notification must include:
 - i. The reason for the extended time frame;
 - ii. A plan for resolution; and
 - iii. The estimated value of the equitable adjustment.
2. The CO's final resolution for each negotiated REA must be submitted to the SBPO, who will review and submit the decision to the Senior Procurement Executive (SPE) for review in accordance with [CAM 1301.70 Appendix B, Senior Procurement Executive Notifications, \(d\) Final Decision](#).

Part 1330-45 Government Property

Subpart 1330-45.1 General

1330-45.102 Policy

(b)(2)(A) Consider whether the Government receives adequate consideration for providing the property.

1. Determine whether furnishing Government property results in substantially lower cost to the Government for the items produced or services rendered when all costs involved (e.g., transportation, installation, modification, and maintenance) are compared with the cost to the Government of the contractor's use of privately-owned property.

(b)(4) Determine whether there are any practicable or economical alternatives (e.g., acquisition from other sources, utilization of subcontractors, rental of property, or modification of program project requirements).

1330-45.103 General

(b) When providing Government-owned property to a contractor or authorizing a contractor to acquire that will become Government-owned property, coordination shall occur with the NOAA property administrator, the Line Office/Staff Property Manager, and the COR to ensure that the contractor's procedures, practices, and systems used to account for and manage Government-furnished property comply with the provisions of the [Department of Commerce Personal Property Management Manual](#).

Part 1330-46 Quality Assurance

Subpart 1330-46.3 Contract Clauses

1330-46.316 Responsibility for Supplies

The HCO shall review and approve use of FAR 52.246-16, Responsibility for Supplies, in solicitations and contracts when the contract amount is not expected to exceed the SAT.

Subpart 1330-46.7 Warranties

1330-46.704 Authority for use of Warranties

The HCO reviews and approves use of a warranty in an acquisition.

1330-46.705 Limitations

(a) The HCO reviews and approves use of warranties in cost reimbursement contracts, except those in FAR 52.246-3, Inspection of Supplies – Cost-Reimbursement, and FAR 52.246-8, Inspection of Research and Development – Cost-Reimbursement.

1330-46.708 Warranties of Data

(a) The contracting officer shall consult with the program manager responsible for developing any warranties of data.

(b) The contracting officer shall make a written determination that use of warranties of data is in the Government's interest.

(c) The HCO reviews and approves use of any warranties of data.

Subchapter H – Solicitation and Contract Language and Forms

Part 1330-52 Solicitation and Contract Language and Forms

Subpart 1330-52.2 Texts of NOAA Solicitation and Contract Language

1330-52.200 Scope of Solicitation and Contract Language

This Subpart sets forth the text of all NOAA-specific solicitation and contract language. NOAA-specific solicitation and contract language in this subpart, as well as any terms and conditions included by the CO specific to individual solicitations and contracts, shall not be referred to or used interchangeably with FAR terminologies “provision(s)” or “clause(s).”

1330-52.203-70 Scientific Integrity and Research Misconduct

As prescribed in [1330-3.70](#), please insert the following solicitation and contract language:

SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT (OCT 2012)

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

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

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

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

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

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

(b) General Guidelines

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

(c) Investigating Misconduct Research

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

(d) Findings and Corrective Actions

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

(e) Department of Commerce Actions

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

1330-52.203-71 Notice of Post-Government Employment Restrictions

As prescribed in [1330-3.104-370\(c\)](#), use the following language in all solicitations and contracts exceeding the simplified acquisition threshold:

NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

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

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

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

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

(d) 41 U.S.C. § 2104 regarding the restrictions on a former Federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor. (End of solicitation and contract language)

1330-52.215-70 Schedule of Deliverables

As prescribed in [1330-15.204-70\(a\)](#), insert the following solicitation and contract language:

F.1. SCHEDULE OF DELIVERABLES (SEPT 2005)

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

[Insert complete list of all deliverables required under the terms and conditions of the contract]

1330-52.222-70 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy

As prescribed in [1330-22.200-70\(b\)\(1\)](#), insert the following solicitation and contract language in all solicitations, contracts, and orders that include services, *except* for services for the use of vessels:

NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

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

(a) Definitions.

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

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

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

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

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

(b) Requirements.

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

5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, *Prevention Training and Awareness*, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within ____ business days [30 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.

7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: 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.
8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.
9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.
10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.
11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

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

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

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

- Phone: 1-866-288-6558
- Website & Online Chat: <https://www.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 Solicitation and Contract language)

***1330-52.222-71 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy
Applicable to Crew Members of Vessels under NOAA Contract or Order***

As prescribed in [1330-22.200-70\(b\)\(2\)](#), insert the following solicitation and contract language in all solicitations, contracts, and orders that include services for the use of a vessel or vessels:

NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE
POLICY APPLICABLE TO CREW MEMBERS OF VESSELS UNDER NOAA CONTRACT OR
ORDER (MAY 2018)

(a) General Policy.

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. NAO 202-1106 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. The NAO includes NOAA's mandatory requirements for completion of sexual assault and sexual harassment prevention and response training.

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 or order. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment prevention.

(b) Applicability.

The policy set forth in NAO 202-1106 applies to all contractor employees identified as crew members on vessels secured for use under a NOAA contract or order. Prior to performance, the contractor shall provide all contractor employee crew members an awareness briefing on the requirements of the NAO and a copy of or access to a copy of the NAO. All contractor employee crew members must comply with the NAO, which includes completion of the mandatory training provided by NOAA as described in (d) below.

The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract for services involving the use of vessels so that it is binding on each subcontractor.

(c) Definition.

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

(d) Mandatory Training.

1. Completion of initial mandatory sexual assault and sexual harassment prevention and response training is required for all contractor employees identified as crew members in performance of this contract or order, in accordance with NAO 202-1106. This training will be provided by NOAA.
2. The training will include by-stander intervention training and specific steps on how to prevent and report sexual assault and sexual harassment, as well as training on drug and alcohol awareness in the workplace. The training will typically be provided within two (2) hours of the vessel's departure from port.
3. A copy of NAO 202-1106 will be provided to each crew member upon initial boarding of the vessel. Each crew member must sign a form managed by the vessel's Commanding Officer/Operations Officer verifying they have received and will comply with the NAO in its entirety.
4. For vessels at sea for more than 12 months, annual sexual assault and sexual harassment training, provided by NOAA, will be required pursuant to NAO 202-1106. The specific format of the training will depend on the availability of resources (e.g. internet access).

(e) Reporting Incidents of Sexual Assault/Sexual Harassment.

Contractor employee crew members should refer to NAO 202-1106, Section 6, *Reporting Incidents of Sexual Harassment or Sexual Assault*, at .07, *Reporting from Remote Locations*, when reporting incidents of sexual assault or sexual harassment.

(f) Remedies.

In addition to other remedies available to the Government, contractor employee violations of NAO 202-1106 or other Federal requirements (e.g., law, statutes, executive orders, code, rules, or regulations) applicable to sexual assault and sexual harassment may result in:

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

5. Suspension or debarment; or
6. Other appropriate action.

(End of Solicitation and Contract language)

1330-52.227-70 Instructions to Offerors - Awards Expected to Generate Environmental Data or Peer-Reviewed Publications

As prescribed in [1330-27.170\(a\)](#), insert the following solicitation and contract language:

INSTRUCTIONS TO OFFERORS – AWARDS EXPECTED TO GENERATE ENVIRONMENTAL DATA OR PEER-REVIEWED PUBLICATIONS (OCT 2016)

1. Environmental data and information collected, created, or produced under NOAA contracts or orders must be made discoverable by and accessible to the general public, in a timely fashion (typically within two years), free of charge or at no more than the cost of reproduction, unless an exemption, waiver, or extension is authorized by the NOAA Program. Data must be available in at least one machine-readable format, preferably a widely used or open-standard format, and must be accompanied by machine-readable documentation (metadata), preferably based on widely used or international standards.
2. Environmental data are defined by NOAA Administrative Order (NAO) 212-15: Management of Environmental Data and Information as recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data such as socio-economic data (personally-identifiable information regarding human subjects must be properly protected or removed), related documentation, and metadata. Digital audio or video recordings of environmental phenomena (such as animal sounds or undersea video) are included in this definition. Numerical model outputs (the data produced by computer simulations of environmental processes) are included in this definition, particularly if they are used to support the conclusion of a peer-reviewed publication. Data collected in a laboratory or other controlled environment, such as measurements of animals and chemical processes, are included in this definition. This does not apply to laboratory notebooks, preliminary analyses, drafts of scientific papers, plans for future research, peer review reports, communications with colleagues, or physical objects, such as laboratory specimens.
3. Offerors must include a Data Management Plan of up to two pages describing how these requirements will be satisfied. The Data Management Plan shall be aligned with the Data Management Guidance provided by NOAA in this solicitation. The Data Management Plan and past performance regarding such plans, will be evaluated for award. A plan shall include descriptions of the types of environmental data and information expected to be created during the course of the project; the tentative date by which data accessibility will occur; maintenance or updates to the data (if required); the standards to be used for data/metadata format and content; methods for providing data access; approximate total volume of data to be collected; and prior experience in making such data accessible. Approved submission of data by the contractor to NOAA National Centers for Environmental Information (NCEI), or to a publicly-accessible data repository approved by the NOAA Program Office, shall be sufficient to satisfy the data

accessibility requirement as of the date the submission was performed. After the acceptance of data by the Government, unless specifically required in the contract, Data Management Guidance, and period of performance of the contract, the contractor is not required to maintain the data. Once the performance period for the contract has expired, the contractor is no longer responsible for maintaining this information. If the data are not submitted to NCEI, but are instead made accessible by some other means (e.g., on a web server hosted by the contractor) then the contractor shall identify the plan for continued availability.

4. The costs of data preparation, accessibility, maintenance (if required), or archiving may be included in the price unless otherwise stated in the Data Management Guidance. Accepted submission of data to the NCEI is one way to satisfy data sharing requirements; however, NCEI is not obligated to accept all submissions and may charge a fee, particularly for large or unusual datasets.
5. The Data Management Plan shall be incorporated into the resultant contract or order. NOAA may, at its own discretion, make publicly visible the Data Management Plan from funded proposals, or use information from the Data Management Plan to produce a formal metadata record and include that metadata in a Catalog to indicate the pending availability of new data.
6. Contractors are hereby advised that the final pre-publication manuscripts of scholarly articles produced pursuant to the resultant contract or order will be required to be submitted to NOAA Institutional Repository located at <http://library.noaa.gov/Research-Tools/IR> after acceptance, and no later than upon publication. Such manuscripts shall be made publicly available by NOAA no later than one year after publication by the journal.

(End of solicitation language)

1330-52.227-71 Awards Expected to Generate Environmental Data or Peer-Reviewed Publications

As prescribed in [1330-27.170\(b\)](#), insert the following solicitation and contract language:

AWARDS EXPECTED TO GENERATE ENVIRONMENTAL DATA OR PEER-REVIEWED PUBLICATIONS (OCT 2016)

Special Award Conditions:

1. **Data Sharing:** Environmental data collected, created, or generated under this contract or order must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available by the contractor in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Link to guidelines: http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html

2. **Environmental data are defined** by NOAA Administrative Order (NAO) 212-15: Management of Environmental Data and Information as recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data such as socio-economic data (personally-identifiable information regarding human subjects must be properly protected or removed), related documentation, and metadata. Digital audio or video recordings of environmental phenomena (such as animal sounds or undersea video) are included in this definition. Numerical model outputs (the data produced by computer simulations of environmental processes) are included in this definition, particularly if they are used to support the conclusion of a peer-reviewed publication. Data collected in a laboratory or other controlled environment, such as measurements of animals and chemical processes, are included in this definition. This does not apply to laboratory notebooks, preliminary analyses, drafts of scientific papers, plans for future research, peer review reports, communications with colleagues, or physical objects, such as laboratory specimens.
3. **Data Accessibility:** Approved submission of data by the contractor to NOAA National Centers for Environmental Information (NCEI), or to a publicly accessible data repository as specified in the approved Data Management Plan, shall be sufficient to satisfy the data accessibility requirement as of the date the submission was performed. The contractor shall notify the NOAA Program Official when data accessibility has been performed. After the acceptance of data by the Government, unless specifically required in the solicitation, Data Management Guidance, and period of performance of the contract, the contractor is not required to maintain the data. Once the performance period for the contract has expired, the contractor is no longer responsible for maintaining this information. If the data are not submitted to NCEI, but are instead made accessible by some other means (e.g., on a web server hosted by the contractor) then contractor should explain plan for continued availability after the contract period ends.
4. **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the contract or order (not including any extensions or follow-on funding), whichever is soonest, unless an extension to the date for data submission has been authorized by the contracting officer in coordination with the NOAA Program Official.
5. **Disclaimer:** The contractor shall ensure the following statement accompanies data produced under this award and made available to the public: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
6. **Failure to Share Data:** Failure or delay on the part of the contractor to make environmental data accessible in accordance with the approved Data Management Plan, unless authorized by the contracting officer, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. The contractor is responsible for ensuring subcontractors also meet these conditions.
7. **Funding acknowledgement:** Federal funding sources shall be identified by the contractor in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant contract award number. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism, located at <http://www.crossref.org/fundref/>, if supported by the FundRef provides a standard way to report funding sources for published scholarly research.

8. **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository located at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper or article by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA will make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
9. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

(End of solicitation language)

1330-52.232-70 NOAA Limitation of Funds on Time-and-Materials and Labor-Hour Contracts

As prescribed in [1330-32.703-170\(b\)\(2\)\(D\)](#), insert the following solicitation and contract language in all a time-and-materials and labor-hour solicitations, contract and orders.

NOAA LIMITATION OF FUNDS ON TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAY 2015)

It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price of _____ [*contracting officer insert amount*]. Funds in the amount of _____ [*contracting officer insert amount*] are hereby allotted. The balance of this contract's estimated ceiling will be allotted upon availability of funds through a unilateral modification(s).

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling amount specified in the contract. The contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the ceiling amount.

(b) The Schedule specifies the amount of funds presently available for payment by the Government and allotted to this contract as well as the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, provided that funds become available. The contractor agrees to perform work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the contracting officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85% of the total funded amount so far allotted to the contract by the Government.

The notice shall state the additional funds required to continue performance for the period specified in the Schedule.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this solicitation and contract language –

1. The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
2. The contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the contracting officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(e) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(f) Nothing in this language shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

1330-52.235-70 Compliance with U.S. DOC and other Export Control Regulations

As prescribed in [1330-35.7004](#), insert the following solicitation and contract language:

COMPLIANCE WITH U.S. DEPARTMENT OF COMMERCE AND OTHER EXPORT CONTROL REGULATIONS

(MAY 2006)

(a) In performing this contract, the contractor may engage in activities -- such as transfers or releases of items, technology, software, or source code -- that are subject to U.S. export controls, including, but not limited to, those contained in the DOC EAR, 15 C.F.R. Parts 730-774, and administered by the Bureau of Industry and Security. The contractor is responsible for compliance with U.S. export controls and associated licensing requirements that may attach to an export or “deemed export,” as defined in Paragraph (b)(1) of this Section. The contractor shall establish and maintain, throughout the period of contract performance, effective export control compliance procedures covering all contractor employees and all of the contractor’s non-NOAA facilities where the contract shall be performed. Failure to establish, maintain, or adhere to such compliance procedures shall constitute grounds for default termination under this contract as well as a breach of contract by the contractor.

(b) Definitions.

1. “Deemed export.” The EAR define a deemed export as any release of technology or source code subject to the EAR to a foreign national, in the United States. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R § 734.2(b)(2)(ii).
2. “Export-controlled information and technology.” Export-controlled information and technology is information and technology subject to the EAR (15 C.F.R.§ 730 et seq.) or the ITARs, 22 C.F.R. §§ 120-130 (ITAR), administered by the Department of State. This category includes, but is not limited to, dual-use items, defense articles, and any related assistance, services, software, source code, or technical data, as defined in the EAR and ITAR.

(c) The contractor shall prevent unauthorized access by foreign nationals to all export-controlled information and technology that it possesses or that comes into its possession in performance of this contract, to ensure that access by a foreign national is restricted, or licensed, as required by applicable Federal laws, Executive Orders, and/or regulations. If access to EAR or ITAR-controlled technology is required by a foreign national, the contractor must obtain appropriate authorization.

(d) Nothing in the terms of this contract is intended to change, supersede, or waive any of the requirements of applicable Federal laws, Executive Orders or regulations.

(e) The contractor shall include this solicitation and contract language, including this paragraph (e), in all subcontracts under this contract.

1330-52.237-70 Contractor Communications

As prescribed in [1330-37.570\(a\)](#), insert the following solicitation and contract language:

CONTRACTOR COMMUNICATIONS

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

Included in NOAA’s locator, and

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.

1330-52.237-71 NOAA Government-Contractor Relations – Non-Personal Services

As prescribed in [1330-37.170\(a\)](#), insert the following solicitation and contract language:

NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.
2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

(End of solicitation and contract language)

1330-52.237-72 Contractor Access to NOAA Facilities

As prescribed in [1330-37.570\(b\)](#), insert the following solicitation and contract language:

CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

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

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

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

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

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

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

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

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

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

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

(End of solicitation and contract language)

1330-52.239-170 Incident/Emergency Management

As prescribed in [1330-18.7002](#) and [1330-39.170](#), insert the following solicitation and contract language:

INCIDENT/EMERGENCY MANAGEMENT (OCT 2005)

All incident management software or services shall comply with the most current version of the OASIS Common Alerting Protocol standard.

1330-52.242-70 Submittal of Invoices

As prescribed in [1330-42.202-70\(b\)\(5\)\(B\)](#), insert the following solicitation and contract language:

SUBMITTAL OF INVOICES (FEB 2011)

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

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

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.

1330-52.243-70 Requests for Equitable Adjustment

As prescribed in [1330-43.205-70](#), insert the following solicitation and contract language in all solicitations and contracts to appropriately address Requests for Equitable Adjustment resulting from unpriced change orders or undefinitized contract actions:

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 solicitation and contract language)

1330-52.270-304 NOAA Acquisition and Grants Office Ombudsman

As prescribed in [1330-70.303](#), use the following language in all solicitations and resulting contracts.

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 U.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 Rafael Roman, NOAA AGO Ombudsman, at Rafael.Roman@noaa.gov.

(End of solicitation and contract language)

Subpart 1330-52.3 NOAA AGO Solicitation and Contract Language Matrix

1330-52.300 Scope of Subpart

The matrix in this subpart contains the listing of all NOAA specific solicitation and contract language requirements, as prescribed throughout the NOAA Acquisition Manual.

1330-52.301 Solicitation and Contract Language Matrix

Key					
CON	Contract*	SAT	Simplified Acquisition Threshold	SOL	Solicitation
SVC	Service	T&M LH	Time-and Materials/Labor Hours	R&D	Research and Development
*Applies to Purchase Orders and Task/Delivery Orders. For task/delivery orders: (1) If already in the contract, it is not necessary to include the language in the order; or (2) If not already in the contract, either modify the Contract to include the language or include it in the order.					

Solicitation and Contract Language	Prescribed In NOAA Acquisition Manual Section	SOL or CON	Use	Detailed Description of Use
1330-52.203-70 Scientific Integrity and Research Misconduct (OCT 2012)	1330-3.70	SOL & CON		Solicitations, Contracts, and Orders* exceeding the micro-purchase threshold that provide for the performance of scientific activities or presentation of the results of scientific activities as defined in NAO 202-735D. Incorporation of the language into existing applicable contracts and orders shall be done in conjunction with the next modification to be issued.
1330-52.203-71 Notice of Post-Government Employment Restrictions (OCT 2015)	1330-3.104-370(c)(2)	SOL & CON	> SAT	All Solicitations, Contracts, and Orders* exceeding the SAT
1330-52.215-70 Schedule of Deliverables (SEPT 2005)	1330-15.204-70	SOL & CON	ALL	All Solicitations, Contracts, and Orders* exceeding the SAT.
1330-52.222-70 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (MAY 2018)	1330-22.000-70(b)(1)	SOL & CON	ALL	All Solicitations, Contracts, and Orders* that include services, <i>except</i> for services for the use of vessels

Solicitation and Contract Language	Prescribed In NOAA Acquisition Manual Section	SOL or CON	Use	Detailed Description of Use
1330-52.222-71 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Crew Members of Vessels under NOAA Contract or Order (MAY 2018)	1330-22.000-70(b)(2)	SOL & CON	ALL	All Solicitations, Contracts, and Orders* that include services for the use of vessels
1330-52.227-70 Instructions to Offerors – Awards Expected to Generate Environmental Data or Peer-Reviewed Publications (OCT 2016)	1330-27.170(a)	SOL	ALL	All Solicitations expected to generate environmental data or peer reviewed publications (does not apply to purchase card transactions).
1330-52.227-71, Awards Expected to Generate Environmental Data or Peer-Reviewed Publications (OCT 2016)	1330-27.170(b)	CON	ALL	All Notice of Awards and Contracts or Orders expected to produce environmental data or peer-reviewed publications.
1330-52.232-70 NOAA Limitation of Funds on Time-and-Materials and Labor-Hour Contracts (MAY 2015)	1330-32.703-170(b)(2)(D)	SOL & CON	T&M LH	Solicitations, Contracts, and Orders* where a T&M or a LH contract is contemplated.

Solicitation and Contract Language	Prescribed In NOAA Acquisition Manual Section	SOL or CON	Use	Detailed Description of Use
1330-52.235-70 Compliance with U.S DOC and other Export Control Regulations (MAY 2006)	1330-35.7004	SOL & CON	R&D	Solicitations, Contracts and Orders* for research and development when export-controlled information or technology will be involved or where the contractor may gain access to export-controlled information or technology during the performance of this contract.
1330-52.237-70 Contractor Communications	1330.37-570(a)	SOL & CON	SVC	Solicitations, Contracts, and Orders* for services that have a requirement for the contractor to communicate in writing, electronically, or orally with Government employees, agency clients, other Government contractors, or other Government stakeholders. This applies to all Contracts and Orders for services regardless of the contract type or kind of service being acquired.
1330-52.237-71 NOAA Government-Contractor Relations – Non-Personal Services Contract (SEPT 2017)	1330.37-170(a)	SOL & CON	SVC	Solicitations, Contracts, and Orders* for all services. Include in solicitations issued on or after October 1, 2017.
1330-52.237-72 Contractor Access to NOAA Facilities (SEPT 2017)	1330.37-170(b)	SOL & CON	SVC	Solicitations, Contracts, and Orders* for services in which a contractor will require access to NOAA facilities and resources, including equipment and systems, or to make a delivery. Include in solicitations issued on or after October 1, 2017.
1330-52.239-170 Incident/Emergency Management (OCT 2005)	1330-18.7002 1330-39.170	SOL & CON		Solicitations, Contracts, and Orders* for Incident/Emergency Management Software or Services.
1330-52.242-70 Submittal of Invoices	1330-42.202-70(b)(5)(B)	CON		Procedures to delegate invoice approval authority: Where a formal

Solicitation and Contract Language	Prescribed In NOAA Acquisition Manual Section	SOL or CON	Use	Detailed Description of Use
(FEB 2011)				delegation of authority to the COR is not required for a Contract or Order*, include language similar to the language at 1330-52.242-70, Submittal of Invoices, to effect the delegation in the award document provided to the Finance Office (FO).
1330-52.243-70 Requests for Equitable Adjustment (OCT 2017)	1330-43.205-70	SOL & CON		All Solicitations and Contracts
1330-52.270-304 NOAA Acquisition and Grants Office Ombudsman (OCT 2016)	1330-70.304	SOL & CON	ALL	Contracting officers must identify the AGO Ombudsman in their initial acquisition announcements to the public, and in subsequent formal notices and documents, such as solicitations, draft solicitations, orders/calls and awards.

Subchapter I – Contract Oversight

Part 1330-70 Contract Oversight Program

1330-70.000 Scope

This part describes the NOAA contract oversight program. The contract oversight program is intended to provide effective oversight in order to ensure the highest quality and integrity of procurement actions and provide timely and cooperative support for timely and effective procurement processing.

1330-70.001 Flow of Contracting Authority

Department Administrative Order ([DAO 208-2](#)) establishes clear lines of contracting authority and accountability within Commerce including delegations of contracting authority to NOAA. Contracting authorities are also defined in [CAM 1301.70](#) and are delegated to NOAA as follows:

- (a)* The Under-Secretary of Commerce for Oceans and Atmosphere or NOAA Assistant Administrator is designated as the NOAA Head of Contracting Activity (HCA) under DAO 208-2 and has overall responsibility and accountability for procurements initiated in support of NOAA’s programs and activities
- (b)* Pursuant to DAO 208-2, the HCA delegates contracting authority to the Senior Bureau Procurement Official (SBPO) who is also the AGO Director. The SBPO carries out the day-to-day functions of managing NOAA’s contracting activities
- (c)* The SBPO delegates contracting authority by issuing certificates of appointment to [HCOs](#) and contracting officers that provide clear, written instructions to an individuals, authorizing them to perform the duties of a contracting officer to enter into, administer, and/or terminate contracts, and to make related determinations and findings
- (d)* HCOs delegate authority to individual employees to make purchases with the Government purchase card for their respective organizations.

1330-70.002 Roles and Responsibilities

- (a)* The SBPO and the HCOs share management responsibility for ensuring the quality and effectiveness of NOAA’s acquisition system and the integrity of contract actions.
- (b)* The SBPO and the HCOs shall establish and maintain an effective organizational structure, procedures, policies, and oversight processes, with appropriately staffed internal policy and oversight functions.
- (c)* The POD reports to the SBPO and performs the following functions:

1. Pre-award reviews of contract actions prior to submission for review and approval by the SBPO,
2. Periodic Acquisition Management Reviews to identify compliance relative to prescribed statutory, regulatory, and policy requirements as well as to identify and share leading practices and lessons learned across the NOAA acquisition community,
3. Monitor developments in acquisition policy and regulations; prepare and disseminate acquisition policy, procedures, guidance, templates, and samples; and conduct internal acquisition training,
4. Manages the Field Delegate Program, which includes providing day-to-day guidance; conducts record reviews; and oversees biannual Field Delegate training conferences,
5. Administers the NOAA Purchase Card Program by performing oversight functions, such as but not limited to managing purchase card training, examining claims of fraud or abuse, resolving billing discrepancies, and managing purchase card accounts, and
6. Coordinates NOAA AGO Data Call and NOAA AGO FOIA request information.

(d) OGC CLD performs legal reviews of acquisition documentation and proposed contract actions. In addition, OGC CLD provides advice, counsel, and recommendations, and addresses any specific acquisition issues requested by AGO.

Subpart 1330-70.1 Contract Oversight Program

1330-70.101 Documentation and Approval Procedures

(a) The contracting officer is responsible for documenting that each contract action constitutes effective contracting and complies with applicable regulations, policies, contract terms, and NOAA approval requirements, while safeguarding the interests of the United States in its contractual relationships.

(b) The contracting officer shall:

1. Use the [AGO Review and Approval Matrix](#) to determine roles and responsibilities and minimum dollar thresholds for required reviews, concurrences, and approvals of proposed contract actions and the accountable official, and
2. Review all assigned solicitations, contracts, and modifications, regardless of dollar value, prior to submission for review and approval in accordance with the AGO Review and Approval Matrix and prior to issue or award.

(c) Under no circumstances may the individual who signs the contract instrument as the contracting officer perform final review and approval of that contract action if:

1. The contracting officer is also the contract specialist processing the acquisition as defined in [1330-1.602-2\(a\)\(2\)](#), and
2. The action is expected to exceed the dollar level(s) set forth in the Certificate of Appointment or the AGO Review and Approval Matrix.

(d) Submission of documents for review:

1. The contracting officer – or designee who serves as originator of the submission for review shall

- A. Prepare all review packages to ensure the package contains all relevant documentation prior to submission for review,
 - B. Ensure that all contractual actions are complete and the documents pertaining to solicitations, awards, and modifications are executed and complete prior to seeking review and approval, and
 - C. Provide an acquisition file to serve as the stand-alone summary that accurately, clearly, and fully supports the decisions made relative to that acquisition.
2. For actions to be reviewed that are [below](#) the threshold for review by the Contract Review Board (CRB), the originator shall forward the contract file with the following forms placed on top to each individual/office cited on the form in the order presented on the form for review and approval:
 - A. Solicitation Review and Approval,
 - B. Award Review and Approval, and
 - C. Modification Review and Approval.

(e) Disposition of comments.

The originator shall ensure the following:

1. All files indicate the completion of review and approvals by the appropriate level utilizing the applicable review and approval form,
2. All approval decisions and resolution of all comments, if any, are in writing and attached to the review and approval form and placed in the acquisition file under the appropriate tab, and
3. All “substantive” issues are resolved prior to either release of the solicitation or the award (basic or modification) document.

1330-70.102 CRB Reviews

(a) Purpose

The CRB provides an independent review of proposed significant contract actions prior to advertisement of the action and prior to execution (signature) by the contracting officer. The CRB supplements, and does not replace, normal supervisory and contracting officer responsibilities.

(b) Organization

1. Each Acquisition Management Division may determine the exact composition of the CRB according to the following criteria:
 - A. The CRB shall be composed of no less than the chairperson and two additional board members,
 - B. The CRB chairperson shall be an Acquisition Division Director, Deputy Division Director, or designee possessing a Level III certification,

- C. Of the two additional board members, at least one board member shall be classified in the GS-1102 series, a GS-12 or higher, and possess a Level II certification, and,
- D. A contractor employee serving as the other board member is permissible.

(c) CRB review thresholds

The [AGO Review and Approval Matrix](#) provides the thresholds for the various actions by type and value.

(d) CRB review and conduct of meetings.

- 1. The CRB shall review documentation to ensure that the proposed action, when properly executed, will:
 - A. Ensure all actions meet the highest quality standards,
 - B. Comply with established acquisition policies, procedures, and regulations
 - C. Reflect sound business judgement, and
 - D. Be in the best interest of the Government
- 2. The CRB shall conduct coordination/summary meetings as needed/appropriate.

(e) Process

- 1. Submission of documents
 - A. The originator shall forward the contract file with-the following forms placed on top of the acquisition file to the chairperson and each member cited on the form in the order presented on the form for review and approval:
 - i. Solicitation Review and Approval (CRB),
 - ii. Award Review and Approval (CRB), and
 - iii. Modification Review and Approval (CRB).
 - B. The originator shall include the following file documentation:
 - i. For all sole-source procurement actions, submit the Justification for Other Than Full and Open Competition and any supporting documentation (e.g., results of FedBizOpps notice, market research, statute, etc.),
 - ii. For all solicitations, all documents prepared prior to solicitation (e.g., justifications, required approvals/clearances, determinations and findings, FedBizOpps notice, set-aside determinations, etc.),
 - iii. For all proposed contract awards, all pre-award documentation (evaluations, Competitive Range Determinations, Source Selection Determinations, etc.),
 - iv. For all post-award actions, all associated pre-award and post-award documentation related to the acquisition action-,

- v. Any actions being submitted for an SBPO review or approval that cites a statute, regulation, or an authority other than the FAR, Commerce Acquisition Regulation, Department of Commerce Procurement Memorandum, NOAA AGO Acquisition Alerts or Instructions, or the NOAA Acquisition Manual, shall include a copy of the referenced citation within the SBPO review package submission;
- vi. Ensure all documents pertaining to the action are to, at a minimum, be signature ready for signatures external to the Acquisition Division prior to the CRB; and
- vii. The reviewer, at their, may require the submission of any additional documentation necessary to complete the review.

2. Disposition of comments

The contracting officer and assignee shall comply with the CRB recommendations and make the required revisions. No further CRB review is required prior to release.

3. Documentation

- A. The approval, disapproval, or conditional approval of the document by the CRB shall be reflected on the Review Form.
- B. Each CRB reviewer shall affix his/her signature and date to denote approval and concurrence with the decision.
- C. Conditional approval shall be granted by checking the appropriate block, signing by participating reviewers and identifying all conditions, in writing, that must be completed before the action is released.
- D. The contracting officer shall document any disagreements with the CRB recommendations on the contract file.

(f) Waiver of CRB review requirement

1. The contracting officer may submit a written request to the HCO for a waiver of CRB review for any action. The request shall state the reasons why the waiver is necessary.
2. After receipt of the written request, the HCO may grant waiver of the CRB Requirement and shall provide a copy of all waivers granted to the SBPO.

1330-70.103 Legal Reviews

(a) The purpose of the legal review is to obtain OGC CLD's legal advice, counsel, and review on acquisition documentation and contract actions.

(b) Request for a legal review.

1. A contracting officer shall request a legal review in accordance with the review and approval requirements and thresholds in [CAM 1301.71, Legal Review of Acquisition Related Actions](#).
2. NOAA contracting officers may request legal reviews not specifically required by 1301.71 when they deem a review or advice is advisable as follows:

- A. Recommend a course of action to overcome any deficiencies, and
 - B. Address any specific acquisition issues the contracting officer identifies.
3. To request a legal opinion, the contracting officer or assignee shall follow the policy within [CAM 1301.71 Section 4.1](#)

(c) Documentation. The contracting officer shall:

- 1. Include the OGC CLD written review in the contract file.
- 2. Document the contracting officer's decision to proceed without OGC CLD comments that it is not in the program's best interest to wait for legal review. This shall be initialed by the contracting officer.

(d) Timeline

- 1. All procurement milestone and acquisition plans for actions requiring OGC CLD review shall incorporate 10 business days for completion of legal review at the time of the request for legal review.

Subpart 1330-70.2 Acquisition Management Reviews

The AGO Acquisition Management Review (AMR) Program is set forth in [Acquisition Instruction \(AI\) 18-02, NOAA Acquisition Management Review Program](#). The AMR program provides the SBPO and HCOs with an evaluation of the performance of AGO Acquisition Divisions (ADs) in terms of compliance with statutory requirements, DOC regulations and directives, and AGO policies and procedures. The AMR Program aims to improve AGO business practices by identifying problem areas and providing viable recommendations to improve acquisition processes. Information obtained from AMR reviews may result in a periodic dissemination of best practices and lessons learned to NOAA acquisition professionals.

The AGO Policy and Oversight Division, Research and Analysis (R&A) Branch will conduct an onsite review of each AD at least once every 2 years, unless an exception has been granted by the SBPO.

1330-70.203 Procedures

See Acquisition Instruction 18-01, NOAA Acquisition Management Review Program for the AMR Program procedures.

Subpart 1330-70.3 NOAA Acquisition and Grants Office Ombudsman

1330-70.301 Purpose

(a) The purpose of the NOAA AGO Ombudsman is to facilitate and foster improved communication with client organizations, industry, and the general public.

(b) The policy identifies the roles and responsibilities of the NOAA AGO Ombudsman.

1330-70.302 Definition

(a) The AGO Ombudsman is an official dedicate to removing communication barriers by serving as a neutral, independent intermediary on acquisition matters.

1330-70.303 Policy

(a) Resolution of Acquisition Issues and Concerns

1. Members of industry, the public, and client organizations shall first notify the respective contracting officer to resolve their issues or concerns.
2. Contracting officers shall have the primary responsibility for recognizing and resolving procurement issues or concerns identified by client programs, industry, and the public.
3. When a presented procurement issue or concern cannot be resolved by a contracting officer, then it shall be referred to the AGO Ombudsman by the respective contracting officer.
 - A. The Referral to the AGO Ombudsman Memorandum Template will be used to extend unresolved matters to the AGO Ombudsman. However, when an individual or organization has a bona fide reason to believe that they will not be treated reasonably, responsibly, and objectively by a contracting officer, they may immediately access the AGO Ombudsman for consideration.
 - B. The AGO Ombudsman will process referrals in accordance with the NOAA AGO Ombudsman Case Handling Process, located on page 5 of the Acquisition Alert 16-05.

(b) AGO Ombudsman Roles and Responsibilities

1. Liaison
 - A. Conducts outreach efforts with AGO staff, program clients, industry, and the public.
 - B. Meets with AGO staff, clients, industry, and the public to receive feedback and recommendations for the improvement of acquisition processes, methodologies, and outcomes.
 - C. Fosters communication with AGO staff, clients, industry, and the public to ensure that new technologies, approaches, and innovations are presented to NOAA.
2. Independent Intermediary
 - A. Provides an independent, impartial and, when appropriate, confidential venue for individuals, organizations, and companies to be reasonably and responsibly considered.
 - B. Serves as an independent intercessor in issues involving acquisition practices, procedures, initiatives, and/or developments.
 - C. Examines complaints about improprieties and other concerns involving acquisition processes, initiatives, and/or developments.

3. Training

- A. Educates the acquisition workforce and program clients about proper interactions and communication with industry and the public.
- B. Educates industry and the public about proper interactions and communication with the Government.

4. Advisor

- A. Reports to the AGO Deputy Director and supports other special project initiatives as directed.
- B. Consults with AGO Management and NOAA leadership about specific concerns and issues raised by clients, industry, and the public.
- C. Works collaboratively with clients, industry, and the public, and helps support the AGO Small Business Program.

5. AGO Ombudsman Authorities

- A. Authorized to request information from each AGO Division in the examination of complaints submitted by clients, industry, or the public.
- B. Proposes solutions to concerns received or forums for the hearing of recommendations.
- C. May seek expert assistance from within NOAA to better understand issues presented by a party.

(c) Notice of the AGO Ombudsman Program

- 1. Contracting officers must identify the AGO Ombudsman in their initial acquisition announcements to the public, and in subsequent formal notices and documents, such as solicitations, draft solicitations, orders/calls, and awards.
- 2. The specialized solicitation and contract language shall be incorporated into all new NOAA contracts, as addressed in [1330-70.304](#).

1330-70.304 Solicitation and Contract Language

Insert the solicitation and contract language located at [1330-52.270-304](#), *NOAA Solicitation and Contract Language AGO Ombudsman*, in all solicitations and contracts.

Part 1330-71 Acquiring Space for Short-Term Use

1330-71.000 Scope

This part describes the NOAA acquisition policy on acquiring the short term use of certain categories of space.

1330-71.001 Definitions

“Conventional lodging” means hotel/ motel, or boarding house.

“Nonconventional lodging” means other types of lodging when there are no conventional lodging facilities in the area (e.g., in remote areas) or when conventional facilities are in short supply because of an influx of attendees at a special event (e.g., World’s Fair or international sporting event). Such lodging includes college dormitories or similar facilities or rooms not offered commercially but made available to the public by area residents in their homes.

“Short term” means a period of performance not to exceed 12 months, including all exercise of all options.

1330-71.002 Purpose

In the absence of specific authority, the authority for the National Oceanic and Atmospheric Administration (NOAA) to acquire interests in real property is granted by the General Services Administration to the Department of Commerce under 40 U.S.C. § 585(a), and redelegated to Office of Facilities and Environmental Quality (OFEQ). OFEQ issues warrants to real property contracting officers in the Real Property Management Division (RPMD) of NOAA’s Office of the Chief Administrative Officer (OCAO), authorizing them to conduct real property transactions. Pursuant to Department Organization Order 20-5, NOAA’s Chief Administrative Officer manages real property programs for NOAA.

1330-71.003 Policy

(a) Contracting officers and individuals with a delegated procurement authority (Field Delegates) shall follow this policy when acquiring the short-term use of certain categories of space identified in (b), (c), and (d).

1. A written determination that no other suitable government-controlled, owned, or leased space is available shall be provided by the requisitioner to AGO when submitting a requisition for the acquisition of the short-term use of certain categories of space;
2. Such a requirement will not be considered a real property asset and may be procured, as a service, using a contract or order by a warranted AGO contracting officer or Field Delegate within their applicable warrant authority; and
3. The period of performance of the contract or order for acquiring the short-term use of certain categories of space, including all options and extensions, shall not extend beyond a twelve month period and shall not exceed the simplified acquisition threshold. A requirement exceeding a twelve month period of performance or the simplified acquisition threshold shall be coordinated through the NOAA Real Property Division.

(b) Marina Slip, Pier Dock, and Self-Storage Space: An AGO contracting officer or Field Delegate is authorized to enter into a contract or order for a marina slip, pier dock (including bulkheads/moorings), and self-storage space if:

1. The Line or Staff Office requisitioner has provided a written determination that no suitable government controlled, owned, or leased space is available;
2. The period of performance of the contract or order shall not exceed twelve months, including all options and extensions; and
3. The contract or order shall not exceed the simplified acquisition threshold.

(c) Temporary Office Hoteling Space or Conference Space: An AGO contracting officer or Field Delegate is authorized to enter into a temporary hoteling agreement through a contract or order for an office or a conference facility if:

1. The Line or Staff Office requisitioner has provided determination that no suitable Government-controlled, owned, or leased space is available;
2. The period of performance of the contract or order shall not exceed twelve months, including all options and extensions; and
3. The contract or order shall not exceed the simplified acquisition threshold.

(d) Nonconventional Lodging Requirement: An AGO contracting officer or Field Delegate is authorized to enter into a lodging agreement for invitational travelers or NOAA employees on a temporary detail or temporary duty (TDY) in accordance with the Federal Travel Regulation (FTR). An AGO contracting officer or Field Delegate shall give consideration to mandatory sources, existing contractual vehicles, or schedules for lodging requirements. An AGO contracting officer or Field Delegate is authorized to issue a service contract or order, to rent a room, apartment, house, or other nonconventional lodging when conventional lodging is not available during a temporary detail or TDY. The following internal controls are established for nonconventional lodging requisitions submitted to AGO in order to prevent (1) unauthorized use of nonconventional lodging and (2) expenses from being claimed on a travel voucher when renting a room, apartment, house or other nonconventional lodging:

1. The requisitioner shall include the following with a requisition for nonconventional lodging:
 - i. An approved travel authorization for the individual(s) using nonconventional lodging that includes an annotated statement in the remarks section indicating that the lodging expenses will be paid using a service contract or order;
 - ii. A written determination that no suitable government-controlled, owned, or leased space is available and approval to use nonconventional lodging by the individual's authorizing official or supervisor. Prior coordination through the NOAA Travel Office for the use of nonconventional lodging is not required; and
 - iii. The purchase request for the nonconventional lodging shall reference the individual's travel authorization number.

2. The AGO contracting officer or Field Delegate shall determine price reasonableness prior to entering into a service contract or order for nonconventional lodging;
3. The service contract or order for renting a room, apartment, house, or other nonconventional lodging shall not exceed twelve months, including all options and extensions; and
4. The service contract or order amount, including all options and extensions, shall not exceed the simplified acquisition threshold.

Subchapter J – AGO Review and Approval Matrix

NOAA Acquisition Review and Approval Process

NOAA AGO Review and Approval Matrix Acronym List

Acronym	Term	Organization	Location of Policy, Designation, or Information
AA and AI	Acquisition Alert Acquisition Instruction	NOAA	http://www.ago.noaa.gov/acquisition/regulation_and_guidance.html
ARB	Acquisition Review Board	NOAA / DOC	http://www.ago.noaa.gov/acquisition/docs/ai_13-01_noaa_arb_procedures.pdf
CAM	Commerce Acquisition Manual	DOC	http://www.osec.doc.gov/oam/acquistion_management/policy/commerce_acquisition_manual_cam/
CAR	Commerce Acquisition Regulation	DOC	http://www.ecfr.gov/cgi-bin/text-idx?SID=4d9e2a1c4154ddfed44511844861da55&mc=true&tpl=/ecfrbrowse/Title48/4
CRB	Contract Review Board	NOAA	See Section E of Acquisition Instruction 16-01
DAO	Department of Commerce Administrative Orders	DOC	http://www.osec.doc.gov/oam/acquistion_management/policy/commerce_acquisition_directives/default.htm
FAR	Federal Acquisition Regulation		http://farsite.hill.af.mil/
HCA	Head of Contracting Activity (Under Secretary of Commerce for Oceans and Atmosphere / NOAA	NOAA	http://www.osec.doc.gov/opog/dmp/daos/dao208_2.html
HCO	Head of Contracting Office	NOAA	http://www.osec.doc.gov/opog/dmp/daos/dao208_2.html http://www.ago.noaa.gov/about/management_team.html
IFB	Invitation for Bid	FAR	http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/14.htm
MRB	Milestone Review Board	DOC	http://www.osec.doc.gov/oam/documents/Interim%20Acquisition%20Policy%20Memorandum%20(signed%206%20Nov%2012).pdf
NAM	NOAA Acquisition	NOAA	http://www.ago.noaa.gov/acquisition/AcqManual/09_acquisitionmanualtableofcontent
OAM	Office of Acquisition Management	DOC	http://www.osec.doc.gov/oam/default.htm
OGC	Office of General Counsel	DOC	https://ogc.commerce.gov/

Acronym	Term	Organization	Location of Policy, Designation, or Information
PM	Procurement Memoranda	DOC	http://www.osec.doc.gov/oam/acquistion_management/policy/procurement_memoran
PMC	Program Management Council	NOAA	http://content.ppi.noaa.gov/pdf/NOAA_Program_Management_Council_-_Terms_of_Reference.pdf
RFP	Request for Proposal	FAR	http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm#P75_14781
RFQ	Request for Quote	FAR	http://farsite.hill.af.mil/vffara.htm
SBPO	Senior Bureau Procurement Official (Director of AGO)	NOAA	http://www.osec.doc.gov/opog/dmp/daos/dao208_2.html http://www.ago.noaa.gov/bios/mitchell_j_ross.html
SPE	Senior Procurement Executive	DOC	http://www.osec.doc.gov/opog/dmp/daos/dao208_2.html http://www.osec.doc.gov/oam/documents/biography_Berkowitz_Barry_E.pdf

NOAA AGO Review and Approval Matrix

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Acquisition Plans (See CAM 1307.1 Sections 6.5 and 6.6 for exemptions and waiver)	<p><u>CRB</u> >\$10M</p> <p><u>ARB</u> 1. Paper Review ARB >\$10M - \$50M SPE may participate on NOAA ARB for an acquisition >\$50M or any acquisition between \$10M-\$50M identified as special interest to DOC.</p> <p>2. Formal NOAA ARB. >\$50M - \$75M Formal ARB. This is conducted in conjunction with the NOAA PMC. The SPE must be invited to serve on NOAA ARB.</p> <p>3. DOC ARB. >\$75M and requires a prior NOAA ARB.</p> <p>AI 16-01 AI 13-01</p>	>\$1M	<p><u>Contracting Officer</u> 1. Contacts POD Review & Analysis (R&A) Branch ASAP but NLT 25 business days prior to desired ARB date.</p> <p>2. Submits Acquisition Plan with signatures (except SBPO) to POD NLT 23 business days prior to the <u>scheduled ARB</u> date.</p> <p>3. Completes required revisions, submits final draft to POD R&A NLT 16 business days to the <u>scheduled ARB</u> date.</p> <p>4. Submits the ARB presentation materials to the POD R&A NLT 10 business days prior to the <u>scheduled ARB</u> date.</p> <p><u>HCO</u> Requests SBPO for ARB waiver.</p> <p>AI 13-01</p>	<p><u>SBPO Approval</u> 1. > \$10M to <\$75M</p> <p>2. Waive requirement for NOAA ARB.</p> <p><u>SBPO Review and Concurrence</u> 1. Identified as a high profile acquisition program or project.</p> <p>2. >\$75M provides review and concurrence before submission to the SPE.</p> <p>AI 13-01 CAM 1307.1</p>		<p><u>DOC Competition Advocate</u> Reviews the Acquisition Plan only if other than full and open competition procedures is anticipated.</p> <p><u>OAM Review</u> >\$10M All formal Acquisition Plans are provided to OAM for review and to determine if the requirement is of special interest.</p> <p><u>SPE Approval</u> >\$75M</p> <p>CAM 1307.1</p>

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Annual Class Waiver for Ship Repairs and Individual Waivers of Bond Requirements for Ship Construction, Alterations, and Repairs.	All AI 16-01		<u>HCO</u> 1. Submits annual waiver request for SBPO Review. 2. Submits individual requests for waivers associated with construction, alteration, or repair of NOAA fleet vessels to SBPO for review. 3. Submits required written notification of emergency ship repairs where bonds are waived to the SBPO for review.	<u>SBPO Review</u> 1. Reviews all requests for waivers and provides recommendation to the NOAA DUS-O. 2. Submits notification of emergency ship repairs where bonds are waived to NOAA DUS-O. 3. Provide OAM with copies of all approved and individual class waivers.		<u>OAM</u> Shall receive a copy of all approved individual and class waivers. CAM 1328.102
Award-Fee, Award-Term, or Incentive Fee determination decisions	All AI 16-01	All Award Fee determinations CAM 1301.71		Approval of D&F for all incentive and Award-Fee contracts justifying use of this type of contract. CAM 1301.70		<u>SPE</u> All Award-Fee, Award-Term, or Incentive Fee determination decisions. PM 2011-05
Contract Awards	1. >\$1M, including non-competitive contract awards. 2. All one offer awards under competitive RFPs, including those under competitive 8(a) awards. 3. Any contract awards for an acquisition requiring SBPO or higher AI 16-01	>\$1M CAM 1301.71	<u>Contracting Officer</u> 1. Review of all awards is required. 2. If Contract Specialist is the Contracting Officer, approval is one level above the Contracting Officer for awards >\$1M. AI 16-01	1. >\$10M If the Acquisition Plan was not previously reviewed. 2. >\$25M If the SBPO previously approved the Acquisition Plan. AI 16-01		
Contract Modifications	1. >\$2.5M, excluding options or incremental funding actions. 2. >\$1M for modification to letter contract. 2. Any contract action for an acquisition requiring SBPO or higher level review. AI 16-01	All modifications that materially change characteristics of the supplies/services being procured, extend period of performance, or increase contract by 25% CAM 1301.71	<u>Contracting Officer</u> 1. Review of all awards is required. 2. If Contract Specialist is the Contracting Officer, approval is one level above the Contracting Officer for awards >\$1M. AI 16-01	1. >\$2.5M This excludes options and incremental funding actions. 2. >\$1M for modification to letter contract. AI 16-01		
D&F - No Other Contract Type is Suitable prior to the execution of the base period if the base period plus any option periods exceed 3 years on a T&M contract			<u>HCO</u> This authority is non-delegable. NAM 1330-16.601(d) (AA 15-05)	Delegated the approval authority to the HCOs. CAM 1316.1		

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Determination for Cost-Reimbursement, Time-and-Material or Labor-Hour, and Incentive Contracts			<u>HCO</u> CAM 1316.1	1. If the HCO is the CO. 2. Acquisition meets ARB threshold. 3. Designated by the SPE or SBPO as a major investment oversight process. NAM 16.103 (AA 10-03)		
Fixed Ceiling Price Contracts with Retroactive Price Redetermination	All AI 16-01	All FAR 16.206-3(d) CAM 1301.70		<u>SBPO Review and Concurrence</u> Action must be reviewed and receive clearance prior to submittal to the HCA. AI 16-01	All CAM 1301.70	
Interagency Agreements for Assisted Acquisitions	>\$10M AI 16-01	>\$250,000 CAM 1301.71	<u>Contracting Officer</u> 1. Responsible for ensuring that required review and approvals have been met prior to execution. 2. Ensuring that the roles and responsibilities associated with the assisted acquisition as the requesting agency or servicing agency have been met prior to signature. CAM 1317.570	>\$10M AI 16-01 CAM 1307.1		<u>OAM Review</u> >\$10M The agreement is submitted with a formal Acquisition Plan. <u>MRB</u> If agreement is identified as a high profile acquisition project/program in accordance with DAO 208-16. CAM 1307.1
Justification for Other Than Full and Open Competition (JOFOC) This Includes modifications to existing contracts but excludes 8(a) actions. FAR 6.304	>\$700,000 AI 16-01	>\$150,000 CAM 1306.70	<u>Contracting Officer</u> No approval authority. <u>HCO</u> Delegated Authority to Review and Approve up to \$700,000. NAM 1330-1.602-3 (AA 14-03)	>\$700,000 Shall concur before submission to the DOC Competition Advocate. AI 16-01		<u>DOC Competition Advocate</u> >\$700,000 to \$68M <u>SPE Approval</u> >\$68M CAM 1301.70 CAM 1306.70

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Justification for Limited Sources For orders placed or BPAs established under Federal Supply Schedules. FAR 8.405-6(d)	>\$700,000 AI 16-01	>\$150,000 CAM 1306.70	<u>Contracting Officer</u> \$700,000 Unless a higher approval level is established in accordance with agency procedures. FAR 8.405-6(d)(1)	>\$700,000 to \$13.5M FAR 8.405-6(d)(2)	>\$13.5M to \$68M FAR 8.405-6(d)(3)	<u>SPE Approval</u> >\$68M PM 2011-05 FAR 8.405-6(d)(4)
Justification for an Exception to Fair Opportunity FAR 16.505(b)(2)(ii)	>\$700,000 AI 16-01	>\$150,000 CAM 1306.70	<u>Contracting Officer</u> \$700,000 Unless a higher approval level is established in accordance with agency procedures. FAR 16.505(b)(2)(ii)(C)(1)	>\$700,000 to \$13.5M FAR 16.505(b)(2)(ii)(C)(2)	>\$13.5M to \$68M FAR 16.505(b)(2)(ii)(C)(3)	<u>SPE</u> >\$68M PM 2011-05 FAR 16.505(b)(2)(ii)(C)(4)
Justification for Proposed Sole Source (including Brand-Name) acquisitions or portions of an acquisition requiring a Brand-Name conducted under Simplified Acquisition Procedures FAR 13.501(a)(2)	>\$700,000 AI 16-01	>\$150,000 CAM 1306.70	<u>Contracting Officer</u> >\$150,000 to \$700,000 Unless a higher approval level is established in accordance with agency procedures. FAR 13.501(a)(2)(i)	>\$700,000 to \$13.5M FAR 13.501(a)(2)(ii)	>\$13.5M to \$68M FAR 13.501(a)(2)(iii)	<u>SPE Approval</u> >\$68M FAR 13.501(a)(2)(iv)
Letter Contracts	>\$1M AI 16-01	All CAM 1301.71	<u>Contracting Officer</u> 1. Review is required for all awards. 2. If Contract Specialist is the Contracting Officer, approval is one level above the Contracting Officers for awards >\$1M. <u>HCO</u> Approve determination of a reasonable price or fee indefinitization of a letter contract. CAM 1301.70 AI 16-01	1. Determination that no other contract is suitable (Letter contracts). 2. >\$1M Pre-award review and approval of the letter contract or modification. CAM 1301.70 AI 16-01		
Lowest Price Technically Acceptable (LPTA) Source Selection Process for Services	All LPTA for Services AI 16-01			The SBPO must approve the use of LPTA for Services at any dollar value. AA 16-04		

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Protests, Lawsuits, Claims, and Appeals	All AI 16-01	All CAM 1301.71	<p><u>Contracting Officer</u></p> <p>1. Shall notify and provide a copy to the HCO.</p> <p>2. Shall prepare a Notification for Protest, Lawsuits, and Appeal Memorandum to notify OAM of receipt of a protest within one business day.</p> <p>3. Shall notify OGC CLD.</p> <p>4. Until resolved, provide an update in AGO Weekly Report.</p> <p><u>HCO</u></p> <p>1. Shall notify the BPO as soon as practicable of any potential protest, claim, or significant event.</p> <p>2. The HCO, or the SBPO if the HCO is the contracting officer, shall make the determination to award a contract.</p> <p>NAM 1330-33.1 NAM 1330-33.70</p>	All Protests, Lawsuits, Claims, and Appeals prior to submittal to the SPE. AI 16-01	Authorizes award/contract performance when a GAO protest is pending. FAR 33.104(b)&(c) CAM 1301.70	<p><u>OAM Review</u></p> <p>1. Notified within one business day for all Protests, Lawsuits, or Appeals.</p> <p>2. Provided a copy of responses to protests and lawsuits within one week after responses submitted.</p> <p><u>SPE Approval</u> All Protests, Lawsuits, Claims, or Appeals responses prior to execution and / or issuance.</p> <p>PM 2010-10 PM 2011-05</p>
Ratification of Unauthorized Commitments	>\$500,000 AI 16-01	All PM 2010-04	<p><u>HCO</u></p> <p><\$500,000</p> <p>NAM 1330-1.602-3 (AA 14-03)</p>	>\$500,000 Action must be reviewed and receive clearance prior to submittal to the SPE. AI 16-01		<p><u>SPE Approval</u></p> <p>>\$500,000</p> <p>CAM 1301.70</p>
Release of Synopsis to FedBizOpps			<p><u>Contracting Officer</u></p> <p>If the CS is the CO, prior to release of the synopsis to FedBizOpps, a higher level review is required by the Team Leader, Branch Chief, or HCO.</p> <p>NAM 1330-5.002-70 (AA 05-02)</p>			

Item	CRB	OGC	CO / HCO	SBPO	HCA	OAM / SPE
Solicitations	1. IFB/RFP >\$1M Award is based on both technical and price competition. 2. RFQ > \$10M <u>All</u> 1. Allowing the use of progress payments based on percentage or stage of completion (except construction or ship repair). 2. Source Selection Plans for solicitations requiring SBPO Review. 3. Solicitations for acquisitions requiring SBPO or higher level approval. AI 16-01	>\$1M 1. Draft solicitations and solicitation, including RFQs for task orders and BPAs against FSS contracts and GWACs, and FAR Part 36 Notices of Opportunity to be released publicly (e.g. via e-Buy or FedBizOpps for comment) 2. All amendments to the solicitations reviewed (above) except those limited administrative changes. CAM 1301.71	<u>Contracting Officer</u> 1. All 2. If the Contract Specialist is the Contracting Officer, solicitation approval is one level above the Contracting Officer for >\$1M. AI 16-01	1. ≥\$10M If the SBPO has not previously reviewed and approved the Acquisition Plan. 2. >\$25M If the SBPO approved the Acquisition Plan. AI 16-01		
Stop Work Orders		All CAM 1301.71	Higher level than Contracting Officer. FAR 42.1303(b)			
Terminations	All AI 16-01	All CAM 1301.71		All notices of termination (full or partial) and other final decisions prior to submission to the SPE. AI 16-01 PM 2011-05		<u>SPE Approval</u> All notices of termination (full or partial) and other final decisions. PM 2011-05
Termination Settlement Agreements	All	All	<u>Contracting Officer</u> 1. Review is required for all awards.	All termination settlement agreements before submission to the SPE. AI 16-01		<u>SPE Approval</u> All
Unfinalized Contract Actions, Unpriced Change Orders, and definitized actions and contracts.	1. All requests for an extension to the definitization period. 2. >\$50K AI 16-01	All CAM 1301.71		Approval of request for extension to definitization period. AI 16-01		

Footnotes
 The AGO Review and Approval Matrix is not all inclusive. The AGO Review and Approval Matrix captures the most common types of review and approvals for actions based of DOC and NOAA policy and commonly used competition justifications outlined in the FAR, which may not be addressed in DOC or NOAA acquisition policy.
 Please reference the FAR, recently issued PMs, CAM chapters, the NAM, and AAs/AIs to identify any adjustments to the review and approvals or thresholds established after the issuance of this AI.