

December 27, 2010

ACQUISITION ALERT 11-03

VENDOR DEMONSTRATION PROCEDURES

1. PURPOSE: This Acquisition Alert provides guidance to NOAA Line and Staff Offices to ensure that on-site vendor demonstrations and/or product or service displays are properly planned for and authorized, and that the activities do not provide the vendor an unfair competitive advantage, result in a procurement ratification action, or otherwise adversely impact the Bureau.

2. BACKGROUND: Vendor demonstrations can be a useful way for NOAA Line and Staff Office staffs 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, however, they can pose an unacceptable risk to the Bureau.

During the conduct of such demonstrations, it is essential that NOAA representatives exert caution to avoid revealing advance procurement information or take any actions that will incur an unauthorized commitment that must later be ratified by a contracting officer.

3. APPLICABILITY: The requirements of this policy are applicable to all NOAA Line and Staff Office staff engaging in vendor demonstration and product/service display activities and the Heads of Contracting Office of their servicing Acquisition Divisions.

4. GUIDANCE:

a. **Roles and Responsibilities:** Following are the roles and responsibilities of NOAA staff involved in the process of reviewing and approving requests for vendor demonstrations and product or service displays:

(1) **NOAA Sponsor:** The NOAA Sponsor is responsible for serving as the point of contact for communication among all the parties, including the vendor and any NOAA staff involved in the process; ensuring that any required security and/or other access requirements and procedures are complied with; arranging for any Government-furnished information technology or audiovisual support necessary for the demonstration; and being responsible for the vendor activity while the vendor is on-site at the NOAA facility. If the vendor intends to bring any equipment/aids on-site that could have environmental or safety issues, the Sponsor will also coordinate with the appropriate NOAA or other office and obtain any required approvals prior to processing the request.

(2) **NOAA LO/SO Division Director:** The NOAA LO/SO Division Director, or equivalent, is responsible for identifying a Sponsor, reviewing and approving or disapproving the

proposed vendor activity, and providing guidance regarding any technical or other matters related to the vendor demonstration.

(3) **Head of Contracting Office (HCO):** The HCO of the LO/SO's servicing Acquisition Division is responsible for reviewing and executing the Vendor Demonstration Agreement; ensuring that allowing the demonstration to be conducted would not provide the vendor an unfair competitive advantage in any current or potential procurements; and providing the NOAA Sponsor any additional guidance or training required to preclude a ratification action resulting from the demonstration.

b. **Process Flow:** Following is the process to be followed:

- NOAA Sponsor prepares the *NOAA Vendor On-Site Demonstration Request and Approvals* checklist (Attachment 1) and the *Vendor Demonstration Agreement* (Attachment 2).
- The LO/SO Division Director reviews the checklist and agreement for accuracy and completeness and to determine the overall value of the vendor activity to the organization. The manager indicates approval/disapproval on the checklist and may specify any restrictions deemed appropriate on the vendor activity. The manager either signs the Vendor Demonstration Agreement, if approved, or authorizes the Sponsor to execute the Agreement.
- If the demonstration is being made for the benefit of a particular NOAA program, the Sponsor routes the checklist through the applicable Program Manager for approval/disapproval.
- The HCO reviews the planned activity and may restrict or prohibit the vendor's activity if current or anticipated procurements could be adversely affected. If the HCO concurs in the conduct of the demonstration, the HCO indicates approval on the checklist and executes the Vendor Demonstration Agreement.
- Once all required approvals and internal signatures have been obtained, the Sponsor obtains the vendor's signature on the Vendor Demonstration Agreement.

5. **POINT OF CONTACT:** Questions concerning this Alert should be directed to Jerry Rorstrom-Lee at Jerry.Rorstrom-Lee@noaa.gov.

Attachments:

1. NOAA Vendor On-Site Demonstration Request and Approvals
2. Vendor Demonstration Agreement

NOAA VENDOR ON-SITE DEMONSTRATION REQUEST AND APPROVALS

Vendor	
Name:	
Address:	
E-Mail:	
Phone:	
Vendor Point of Contact	
Name:	
Title:	
E-Mail:	
Phone:	
Fax:	
Product or Service to be Demonstrated	
Describe:	
Date and Time of Demonstration	
Identify:	
Location of Demonstration	
Identify:	
Equipment/Aids and Aides to be Brought on Site by Vendor	
Describe:	
Equipment/Aids and Aides to be Provided by Government	
Describe:	
NOAA Sponsor	
Name:	
Title:	
LO/SO:	
NOAA LO/SO Division Director (or Equivalent)	
Name:	
Title:	
Approval:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
NOAA Program Manager (if applicable)	
Name:	
Title:	
Approval:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
HCO of AGO Servicing Acquisition Division	
Name:	
Title:	
Approval:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved

VENDOR DEMONSTRATION AGREEMENT

(Insert vendor name), hereinafter referred to as the "vendor", is authorized to demonstrate (describe the product or service).

A. Location of Demonstration and Product/Service Display

This demonstration and product/service display shall be presented to NOAA's (name the line or staff office) in (name of location/building number). (Identify number) of vendor personnel will participate in the demonstration.

B. Dates and Duration of Demonstration and Product/Service Display

The vendor demonstration is scheduled to occur (date(s) and time); all necessary equipment and other materials shall be transported to and from the demonstration site by the vendor.

C. Agreement Terms and Conditions: The parties to this document agree as follows:

1. The vendor shall demonstrate the capabilities of (state the product or service). The vendor personnel or personnel using vendor provided equipment will conduct the demonstration. The sole purpose of this product/service display is to demonstrate the aforementioned capabilities of (name of vendor). Government personnel will not endorse the vendor's product.

FOR SELECTED VENDOR DEMONSTRATIONS, THE TERMS IN PARAGRAPH 2 APPLY IN LIEU OF THE TERMS IN PARAGRAPH 1 ABOVE WHEN PARAGRAPH 2 IS MARKED AS "APPLICABLE".

2. If applicable, the vendor agrees to allow trained Government personnel to use the product described herein for the above stated period, at no charge to the Government. Government personnel will not endorse the vendor's product and will use reasonable care when handling the product.

3. Vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration, display, or service. On occasion, it may be desirable for the Government to furnish certain supplies and/or equipment from Government assets to support vendor demonstrations. For the demonstration to be performed under this agreement, the Government will provide (describe any Government assets to be provided or enter "N/A"). In the event Government assets are furnished, the vendor agrees to repair, replace, or fully reimburse the Government for any damage or loss incurred while the supplies and/or equipment are in the vendor's possession or use.

4. The vendor demonstration and product display are conducted for the sole purpose of demonstrating product capabilities and not for fulfilling mission requirements for an interim time frame. The examination and demonstration of items or services will in no way, expressed or implied, obligate the Government to purchase, or otherwise acquire, the items demonstrated or displayed. The Contracting Officer is the duly authorized representative of the Government for purposes of this agreement.

5. The Government assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of any vendor-provided equipment or material used in the demonstration. All risk of loss, destruction and/or loss of property brought onto a government site by vendor shall be solely at the risk of the vendor.

6. The vendor is responsible for all food, lodging, and transportation expenses incurred by their personnel as a result of this product demonstration.

7. In return for the opportunity to demonstrate the capabilities of (state the product or service), the vendor agrees not to file any claims against the U.S. Government, or any of its authorized agencies, or otherwise seek any form of reimbursement for the use, or compensation for the loss, damage to, or destruction of the product displayed during this demonstration. The vendor agrees to release and hold harmless the United States, the Department of Commerce, and all their employees and contractors from any and all claims or demands resulting from any loss, damage, death or injury, that may arise due to use of the vendor's product or service. Any litigation, if brought, shall be prosecuted exclusively in the U.S. Court of Federal Claims.

8. The Government is not bound or obligated in any way to give any special consideration to the vendor on future contracts as a result of this demonstration.

9. The parties have executed this agreement as of the dates set forth below.

VENDOR: *(enter vendor name)*

BY: _____
(Signature of Vendor Representative)

Date: _____

(Typed/printed name of Vendor Representative)

GOVERNMENT: NOAA *(enter name of Line or Staff Office)*

BY: _____
(Signature of NOAA Representative)

Date: _____

(Typed/printed name of NOAA Representative)

GOVERNMENT: NOAA Acquisition and Grants Office

By: _____
(Signature of Head of Contracting Office)

Date: _____

(Typed/printed name of Head of Contracting Office)