

Clauses with Deliverables or Reports

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The following is a tool to use when assembling NOAA solicitation/contracts.

It lists all FAR and CAR clauses/provisions which may contain embedded reporting requirements which should be captured in NOAA's "Schedule of Deliverables" provision in Section F of the solicitation/contract.

If the proposed solicitation/contract contains any of the cited clauses/provisions, carefully review the language of the clause to determine the appropriate information to be captured in the Schedule of Deliverables provision.

- 52.203-7 Anti-Kickback Procedures
- 52.207-3 Right of First Refusal of Employment
- 52.215-2 Audit and Records – Negotiation
- 52.222-6 Davis-Bacon Act.
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.
- 52.227-11 Patent Rights -- Retention by the Contractor (Short Form).
- 52.227-12 Patent Rights -- Retention by the Contractor (Long Form)
- 52.232-12 Advance Payments
- 52.237-10 Identification of Uncompensated Overtime
- 52.242-2 Production Progress Reports

- 1352.209-72 Restrictions Against Disclosures (MARCH 2000)
- 1352.216-78 Task Orders (MARCH 2000)
- 1352.217-102 Government Review, Comment, Acceptance, and Approval. (JANUARY 1987)
- 1352.237-70 Reports (MARCH 2000)
- 1352.239-73 Security Requirements for Information Technology Resources (OCTOBER 2003)
- 1352.239-74 Security Processing Requirements For Contractors/Subcontractor Personnel For, Accessing DOC Information Technology Systems (OCTOBER 2003)

52.203-7 -- Anti-Kickback Procedures.	(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency
52.207-3 -- Right of First Refusal of Employment	The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days

	after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.
52.215-2 -- Audit and Records – Negotiation	<p>(e) <i>Reports</i>. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --</p> <p>(1) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and</p> <p>(2) The data reported. -----</p> <p>(3) That requires the subcontractor to furnish reports as discussed in paragraph (e) of this clause.</p>
52.222-6 -- Davis-Bacon Act.	(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer
52.222-22 -- Previous Contracts and Compliance Reports	The offeror represents that— (a) It __ has, __ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;(b) It __ has, __ has not filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
52.222-37 -- Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans’ Employment Report (VETS-100 Report).”
52.227-2 -- Notice and Assistance Regarding Patent and Copyright Infringement.	The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
52.227-11 -- Patent Rights -- Retention by the Contractor (Short Form).	<p>The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). -----</p> <p>(h) <i>Reporting on utilization of subject inventions</i>. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts</p>

	at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency
52.227-12 -- Patent Rights -- Retention by the Contractor (Long Form)	(1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s)
52.232-12 -- Advance Payments	If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office.
52.237-10 -- Identification of Uncompensated Overtime	(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
52.242-2 -- Production Progress Reports	(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule.

1352.209-72 - Restrictions Against Disclosures (MARCH 2000)	a. ... The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.
1352.216-78 Task Orders (MARCH 2000)	<p>a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.</p> <p>b. The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be</p>

provided by the task order.

c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the COTR within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.

d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

e. Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.

f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

h. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders

	after the end of the contract's period of performance will continue to be charged at the last effective rates.
1352.217-102 Government Review, Comment, Acceptance, and Approval. (JANUARY 1987)	(a) Documentation, including drawings and other engineering products and reports, required by the contract to be submitted for review, comment, acceptance or approval will be acted upon by the Government within 30 calendar days after receipt by the Government, unless another period of time is specified.
1352.237-70 Reports (MARCH 2000)	<p>a. Progress Reports The Contractor shall submit, to the Government, a progress report every _____ [insert time period] month(s) after the effective date of the contract, and every _____ [insert time period] thereafter during the period of performance. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations --that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.</p> <p>b. Final Report Within ____ [insert number of days] days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with ____ copies upon contract completion.</p> <p>c. In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay caused by the Government. The Government shall not be liable for increased costs by reason of any such delay.</p>

<p>1352.239-73 - Security Requirements for Information Technology Resources (OCTOBER 2003)</p>	<p>(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in <i>DOC IT Security Program Policy</i>, Sections 3.4 and 3.5 (http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/ Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in <i>DOC IT Security Program Policy</i>, Sections 3.4 and 3.5 (http://home.osec.doc.gov/DOC-ITSecurity-Program-Policy.htm) may result in termination of the contract.</p>
<p>1352.239-74 - Security Processing Requirements For Contractors/ Subcontractor Personnel For Accessing DOC Information Technology Systems (OCTOBER 2003)</p>	<p>(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with <i>DOC IT Security Program Policy</i>, section 3.13 (http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm). The COTR will inform the Contractor of any other available DOC training resources.</p> <p>(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, <i>Restrictions Against Disclosures</i>.</p>