

ATTACHMENT A

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
U.S. DEPARTMENT OF COMMERCE (DOC)  
National Oceanic and Atmospheric Administration (NOAA)

In the spirit of the Federal Acquisition Streamlining Act, DOC/NOAA and TCBA Watson Rice, LLP enter into a blanket purchase agreement to further reduce the administrative costs of acquiring financial services from the General Services Administration (GSA) Federal Supply Schedule Contract GS23F0253L.

Federal Supply Schedule contract Blanket Purchase Agreements (BPAs) eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers.

This BPA award will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures:

  
Natalie A. Colbert                      Date  
Contracting Officer  
Acquisition & Grants Office/NCAD

  
TCBA Watson Rice, LLP                      Date



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

March 12, 2013

Mr. Bennie Hadnott  
TCBA Watson Rice LLP  
5 Penn Plaza  
New York, NY 10001

Dear Mr. Hadnott:

The National Oceanic and Atmospheric Administration (NOAA) is pleased to inform you that your firm has been awarded a Blanket Purchase Agreement resulting from solicitation number DG1330-12-RQ-0058. The BPA number is DG1330-13-BA-0014.

The period of performance is from March 12, 2013 to March 11, 2018 for the BPA ordering period. The BPA total ceiling will not exceed \$5M over a 5 year period if all option periods are exercised.

A duly authorized signature is required on page 1, block 30a of the attached document. Please return page 1 to [Janet.M.Hannah@noaa.gov](mailto:Janet.M.Hannah@noaa.gov) as soon as possible. This signed document will be incorporated into this award.

Congratulations on this award. NOAA looks forward to a long and productive partnership with TCBA Watson Rice.

Sincerely,

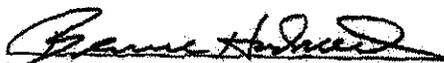
Natalie A. Colbert  
Contracting Officer  
National Capital Acquisition Division/SAP

10.3 Preclusion from Future Competition for DOC/NOAA Awards

As a result of the performance of its work under this Contract, the Contractor agrees that it has access to confidential inside information of other Department of Commerce and NOAA Contractors. Further, this access, the Contractor cannot be similarly or equally provided to the Department's or NOAA's other Contractors. Therefore, the Contractor agrees that it will not compete for the award of any other Department of Commerce and NOAA contracts during the period of performance of this BPA, including the period of performance of all orders awarded or issued under this BPA.

Bennie Hadnott/Managing Partner

Name/Title



Signature

3/13/2013

Date

**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF 21 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER MAR 12, 2013		2. CONTRACT NO. (if any) GS23F0253L		6. SHIP TO: a. NAME OF CONSIGNEE Ult Dest: AJF30012	
3. ORDER NO. DG-1330-13-BA-0014		4. REQUISITION/REFERENCE NO. NAAJF000-13-00144		b. STREET ADDRESS See Schedule	
5. ISSUING OFFICE (Address correspondence to) ACQUISITION AND GRANTS OFFICE, NCAD-SO AND EXT CLIENTS, SOU6, SSMC2, 1325 EAST-WEST HWY SILVER SPRING, MD, 20901, USA				c. CITY	e. ZIP CODE
7. TO: 00022632 TIN: 261726741				f. SHIP VIA	
a. NAME OF CONTRACTOR DUNS: 021276712 TCBA WATSON-RICE LLP		b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS FIVE PENN PLAZA 15TH FLOOR		d. CITY NEW YORK		<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		Obligated Amount: \$0.00		10. REQUISITIONING OFFICE AGO-Admin	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) MAR 11, 2018	
16. DISCOUNT TERMS					

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT . (Cont. pages) \$0.00
	21. MAIL INVOICE TO: AJF10006						
	a. NAME						
	b. STREET ADDRESS (or P.O. Box) OVERSIGHT & COMPLIANCE BRANCH 1510 EAST BANNISTER RD ROOM 1166						
c. CITY KANSAS CITY				d. STATE MD	e. ZIP CODE 64131		17(i) GRAND TOTAL \$0.00

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (typed)  
NATALIE COLBERT 301-628-1363  
TITLE: CONTRACTING/ORDERING OFFICER



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Blanket Purchase Agreement (BPA) DG1330-13-BA-0013 is established for financial audit services in support of the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA). As a result of Request for Quotation DG1330-13-RQ-0058, two BPA's are shall be awarded. BPA DG-1330-13-BA-0013 is hereby issued to TCBA Watson Rice, LLP. Calls will be competed among the two companies, awarded the Call to the company that offers the Government the "Best Value."</p> <p>Blanket Purchasing Agreement (BPA) DG-1330-13-BA-0014/GS23F0253L for the performance period March 12, 2013 to mar 11, 2018.</p> <p>BPA calls may be placed by any duly authorized Contracting Officer. This BPA is available for use by any Bureau within the Department of Commerce.</p> <p>Accounting and Appropriation Data:                      14.13.L8PAQ89.P00.1015.060102003.                      0606000000000000.25110000.000000                      \$0.00                      PR NUMBER: NAAJF000-13-00144                      DELIVERY DATE: 03/11/2013                      SHIP TO:                      ACQUISITION AND GRANTS OFFICE                      OVERSIGHT &amp; COMPLIANCE BRANCH                      1510 EAST BANNISTER RD ROOM 1166                      KANSAS CITY MD 64131</p>	1.00	EA	0.00	0.00
0002	<p>Travel</p> <p>Accounting and Appropriation Data:                      14.13.L8PAQ89.P00.1015.060102003.                      0606000000000000.25110000.000000                      \$0.00                      DELIVERY DATE: 03/11/2018                      SHIP TO:                      ACQUISITION AND GRANTS OFFICE                      OVERSIGHT &amp; COMPLIANCE BRANCH                      1510 EAST BANNISTER RD ROOM 1166                      KANSAS CITY MD 64131</p>	1.00	EA	0.00	0.00

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SECTION

BPA NUMBER DG-1330-13-BA-0014

TCBA WATSON RICE LLP

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS23F0253L and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH Department of Commerce/NOAA:

(1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)

SPECIAL BPA DISCOUNT/PRICE

See Schedule B

(2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

To be identified in individual Calls when issued.

To be identified in individual Calls when issued.

(3) The Government estimates, but does not guarantee, that the volume of purchases through terms of this agreement will be not exceed \$5,000,000 ceiling, which BPA/Calls shall be competed among 2 Awardees.

(4) This BPA does not obligate any funds.

(5) This BPA expires on March 11, 2018 or at the end of the contract period August 9, 2016, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

Any Bureau within the Department of Commerce

To be identified in individual Calls when issued

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), or written BPA Calls.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) BPA Call/Task/Delivery Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible

with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**PRICING SCHEDULE**

Ordering Period I, March 12, 2013 – March 11, 2014

Labor Category	Gov't Est. Level-of-Effort	GSA Rate	Discounted Rate	Total Price	Overtime Rate
Partner/Principle	35	\$205.93	\$205.93	\$7,207.55	\$205.93
Director	35	\$154.45	\$154.45	\$5,250.00	\$150.00
Sr. Manager	90	\$154.45	\$150.00	\$13,500.00	\$150.00
Audit Manager	950	\$128.71	\$115.00	\$109,250.00	\$115.00
Senior Auditor	2000	\$97.82	\$90.00	\$180,000.00	\$90.00
Staff Auditor	7000	\$81.34	\$80.00	\$560,000.00	\$80.00

10% Discount: \$87,520.76      Discount Price: \$787,686.80

Ordering Period II, March 12, 2014 – March 11, 2015

Labor Category	Gov't Est. Level-of-Effort	GSA Rate	Discounted Rate	Price	Overtime Rate
Partner/Principle	20	\$205.93	\$205.93	\$4,118.60	\$205.93
Director	20	\$154.45	\$150.00	\$3,000.00	\$150.00
Sr. Manager	65	\$154.45	\$150.00	\$9,750.00	\$150.00
Audit Manager	910	\$128.71	\$115.00	\$104,650.00	\$115.00
Senior Auditor	1975	\$97.82	\$90.00	\$177,750.00	\$90.00
Staff Auditor	6950	\$81.34	\$80.00	\$556,000.00	\$80.00

10% Discount: \$85,526.86      Discount Price: \$769,741.74

Ordering Period III, March 12, 2015 – March 11, 2016

Labor Category	Gov't Est. Level-of-Effort	GSA Rate	Discounted Rate	Price	Overtime Rate
Partner/Principle	0	\$210.46	\$210.46		
Director	0	\$157.85	\$150.00		
Sr. Manager	50	\$157.85	\$150.00	\$7,500.00	\$150.00
Audit Manager	900	\$131.54	\$115.00	\$103,500.00	\$115,000.00
Senior Auditor	1820	\$99.97	\$90.00	\$163,800.00	\$90.00
Staff Auditor	6900	\$83.13	\$80.00	\$552,000.00	\$80.00

10% Discount: \$82,680.00      Discount Price: \$744,120.00

Ordering Period IV, March 12, 2016 – March 11, 2017

Labor Category	Gov't Est. Level-of-Effort	GSA Rate	Discounted Rate	Price	Overtime Rate
Partner/Principle	0	\$215.09	\$215.09		
Director	0	\$161.33	\$150.00		
Sr. Manager	20	\$161.33	\$150.00	\$7,500.00	\$150.00
Audit Manager	720	\$134.44	\$115.00	\$82,000.00	\$115.00
Senior Auditor	1960	\$102.17	\$90.00	\$163,800.00	\$90.00
Staff Auditor	6800	\$84.96	\$80.00	\$552,000.00	\$80.00

10% Discount: \$82,680.00      Discount Price: \$744,120.00

Ordering Period V, March 12, 2017 – March 11, 2018

Labor Category	Gov't Est. Level-of-Effort	GSA Rate	Discounted Rate	Price	Overtime Rate
Partner/Principle	0	\$219.83	\$219.83		
Director	0	\$164.87	\$150.00		
Sr. Manager	20	\$164.87	\$150.00	\$3,000.00	\$150.00
Audit Manager	700	\$137.39	\$115.00	\$80,500.00	\$115.00
Senior Auditor	1900	\$104.41	\$90.00	\$171,000.00	\$90.00
Staff Auditor	6600	\$86.83	\$80.00	\$528,000.00	\$80.00

10% Discount: \$78,250.00      Discount Price: \$704,250.00

## **STATEMENT OF WORK**

### **1.0 BACKGROUND:**

The National Oceanic Atmospheric Administration (NOAA) products and services support economic vitality and affect more than one-third of America's gross domestic product. NOAA's dedicated scientists use cutting-edge research and high-tech instrumentation and methodologies to provide citizens, planners, emergency managers and other decision makers with reliable information they need when they need it.

NOAA's Acquisition and Grant Office (AGO) provides financial assistance and acquires supplies and services, compliant with public policy, on time, and at the best value. As the mission of NOAA continues to expand, the need for financial audit support increases in order to provide assistance to AGO in determining if proposal costs are allowable, allocable and reasonable under both proposed contractual terms and actual awarded contract terms; Federal Acquisitions Regulations (FAR) or Office of Management and Budget (OMB) Circulars, as applicable, Commerce Acquisition Regulation (CAR), Commerce Acquisition Manual (CAM), and Cost Accounting Standards.

### **2.0 OBJECTIVES:**

The financial assistance and contract audit activities contemplated include providing professional advice on accounting and financial matters to assist in the negotiation, award, administration, re-pricing and settlement of contract and financial assistance awards and modifications. The audit requirements may entail the totality of the awardee's operations. The scope of any audit may be comprehensive or reduced depending on the requirement.

Awardees must have the financial capability to perform and fund the work contemplated under the award, and an accounting system acceptable for recording costs under a government award in accordance with appropriate regulations.

At a minimum, an awardee must maintain an accounting system and associated management procedures and policies to ensure that costs incurred and billed to a Federal award are appropriately segregated (job cost system), and sufficiently analyzed to ensure only allowable, reasonable, and allocable costs are recorded and billed to the Government.

Assignments involve substantial depth of analysis of many different and unrelated factors and processes for reaching a price recommendation on a contractor's proposed cost elements. Decisions involve interpretation, analysis, and negotiations regarding modification of contract terms and conditions, evaluation of contractual progress, and identification and solution of problems involving contracts assigned. Factors vary for each situation because of variations in the terms of the contracts, products and services involved, and contractor capability and characteristics, i.e., the relationship with corporate headquarters, previous experiences, and degree of cooperation. The work requires making final decisions on a variety of issues, such as cost and price allowability, negotiating settlements, resolving legal and technical problems, approving or

disapproving expenditures incurred, estimating the percentage of completion for payment of fixed-fee, and fairness of salaries paid to Contractor's employees.

Audits are performed to assure the existence of adequate controls which will prevent or avoid wasteful, careless, fraudulent, and inefficient practices by awardees. These audits may include the evaluation of an awardee's policies, procedures, controls and actual performance, identifying and evaluating all activities which contribute to, or have an impact on, proposed or incurred costs of Government financial assistance and contract awards. Audits will be conducted in accordance with the applicable reference documents listed in Section 3.0 REFERENCE DOCUMENTS.

### **3.0 REFERENCE DOCUMENTS:**

- DCAA Contract Audit Manual (CAM)-DCAAM 7640.1)
- Government Auditing Standards (GAGAS), issued by the Comptroller General
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-87 Cost principles for State, Local and Indian Tribal Governments
- OMB Circular A-122 Cost principles for Nonprofit Organizations
- OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations
- FAR Part 31 Contract Cost Principles and Procedures
- FAR Part 30 Cost Accounting Standards
- FAR Part 42 Contract Administration and Audit Services
- 48 Code of Federal Regulations Chapter 13 – Commerce Acquisition Regulations
- Commerce Acquisition Manual 15-1 Price negotiation: Audits

### **4.0 WORK REQUIREMENTS:**

The Contractor shall develop their audit plan to accomplish the scope as identified in the work order using the guidelines and regulations appropriate for the audit entity. The Contractor shall use, to the fullest extent possible, the standard audit programs and objectives used by Defense Contract Audit Agency in order to accomplish the specific objectives in the work order. The basic premise of any Federal award audit is to ensure actual proposed or billed/incurred cost to be funded or reimbursed by the Government include only those costs deemed allowable, reasonable, and allocable in accordance with appropriate cost principles and regulations. All policies, procedures, controls and actual performance must center on ensuring those activities which contribute to, or have an impact on, proposed or incurred costs of Government financial assistance and contract awards adhere to appropriate regulations.

Moreover, all audit services and resulting deliverables, shall be in accordance with Generally Accepted Government Auditing Standards (GAGAS). The Contractor agrees that unacceptable work, as determined by the Contracting Officer, will be corrected at no additional cost to the Government.

The following are examples of the types of audit services the Contractor shall perform under this contract, but are not considered all-inclusive or restrictive in nature and do not constitute relief from exercising professional judgment:

**PAGE INTENTIONALLY LEFT BLANK**

- 4.1 Perform audits of proposals to determine the allowability, allocability and reasonableness of proposed/budgeted costs and/or direct and indirect costs. This entails detailed review of significant direct and indirect elements, such as material, labor, overhead, general and administrative expenses, facilities, special tools, packaging and packing, transportation, and other costs which extend over the life of the contract.
- 4.2 Determine the adequacy of an awardee's accounting and financial management systems;
- 4.3 Determine the adequacy of financial capability (viability) based upon analysis and review of financial statements and supporting documentation. In cases where the analysis indicates that an awardee is at risk of inappropriate use of federal funds or the organization's ability to continue as a going concern is in doubt, the Contractor must attempt to obtain additional documentation such as interim financial statements, support/details of amounts reported, and credit or financing arrangements. The Contractor must make a recommendation concerning the adequacy or inadequacy of an awardee's financial capability. The Contractor's work papers must clearly document the basis for its recommendation and reference all documentation requests and responses;
- 4.4 Determine the adequacy of an awardee's policies, procedures, practices, and internal controls relating to accounting, estimating, and procurement; the evaluation of an awardee's management policies and decisions affecting costs;
- 4.5 Determine the accuracy and reasonableness of an awardee's cost estimating systems;
- 4.6 Determine the adequacy and reliability of an awardee's records for Government-owned property;
- 4.7 Perform evaluations of an awardee's statements of costs to be incurred (cost estimates) or statements of cost actually incurred;
- 4.8 Perform incurred cost audits, including ensuring compliance with Davis-Bacon and related Acts, if applicable,
- 4.9 Perform post-award audit actions, including: review of invoices, review of annual incurred cost submissions, review of provisional rate and final rate submissions, review the adequacy of internal controls, perform agreed upon procedures reviews, review change order proposals and Requests for Equitable Adjustments, and review of termination proposals.

## 5.0 ORDERING:

All bureaus under the DOC may order work under this contract. All work to be ordered under this contract will be through call orders and all funding will be provided via the Blanket Purchase Agreement (BPA). The call orders will describe the specific work requirements and objectives; the deliverables that will be required; the period of performance of the work; reporting requirements; performance measures and expectations; and, any other special requirements (including travel) necessary to perform the work.

## 6.0 DELIVERABLES:

Prepare a cost/price analysis report of conclusions reached, particularly on contracts involving complex financial proposals. Form the basis for the final price negotiation position for cost elements, such as material, labor, and profit to determine the reasonableness of the various cost elements within each report.

Each report must be submitted with 1 hard copy and 1 electronic copy to be sent to the individual identified in the order or the Contracting Office (CO). Reports must be typed on 8 ½" x 11" white paper with 1-inch margins. **All pages of the report (hard and electronic copies) must be sequentially numbered.** Project descriptions, narratives, summaries, etc., must be in double-spaced format in 12-point font and double-sided.

Each cost/price analysis report must be submitted to the CO no later than 21 business days after receipt of order.

The Contractor shall submit to the Contracting Officer's Representative (COR) the following:

- a. Two (2) copies of the completed recommended indirect cost agreement with documented analysis and rationale for recommendation for review and approval within 15 days of receipt of the proposer's complete indirect cost proposal from DOC.
- b. The Contractor shall also submit appropriate backup files and working papers that were thoroughly reviewed by the principal for quality assurance and adherence to applicable standards and contract requirements.
- c. The contractor shall prepare and submit indirect cost rate percentage recommendations within 15 business days of receipt of the indirect cost proposal.

## 7.0 GOVERNMENT FURNISHED EQUIPMENT:

The Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by the Government as needed to perform all audit services delineated in, and in accordance with, the DCAA Contract Audit Manual, OMB circulars and other regulatory guidance referenced above.

## **8.0 ADDITIONAL REQUIREMENTS:**

Note that contractors will be required to sign a non-disclosure certification prior to beginning work on any work order. All orders will be subject to Organizational Conflict of Interest (OCI) review, contractors will need to provide disclosure of potential OCI's or certify that they have no conflicts. All work papers and reports will become the property of NOAA's AGO. Work papers must be available for review by authorized AGO personnel at all times. Contractors will comply with any security requirements that are designated in a specific work order. Contractors will be responsible for the tracking of funds and ensuring that the ceiling prices of individual work orders as well as the ceiling price of the master task order are not exceeded. Contractors will comply with all requirements of American Recovery and Reinvestment Act (ARRA), including the separate tracking of ARRA funds. Contractors will also be responsible for notifying the Contracting Officer Representative (COR) of any duplicative work orders and ensuring that duplicative work is not performed.

## **9.0 POINTS OF CONTACT:**

To be identified in individual BPA Calls.

## **10.0 OTHER PERFORMANCE REQUIREMENTS**

### **10.1 Professional Conduct Confidential Treatment of Sensitive Information**

Contractors shall guarantee strict confidentiality of the information/data that is provided by the Government during the performance of the contract. The Government has determined that the information/data that the contractor will be provided during the performance of this effort is of a sensitive nature and cannot be disclosed in any manner.

The contractor, in whole or in part, can only make disclosure of the information/data, after the contractor receives prior written approval from the CO. Whenever the contractor is uncertain with regard to the proper handling of information/data under this effort, the contractor shall obtain a written determination from the CO.

Contractor personnel assigned to the performance work must be acceptable to the Government in terms of personal and professional conduct. If at any time during performance of this contract, contractor personnel are deemed a security risk, the contractor Project Manager shall be responsible for immediate removal from this contract and replaced with acceptable personnel. Upon removal or completion, contractor personnel shall immediately return any facility access material/passes to the COR.

### **10.2 Disclosure of Information**

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the express prior written agreement of the CO.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

If the constituent or Government personnel is at risk from fraudulent actions, the Government does not get access to the constituent's or Government personnel's personal information. Any request for Inter-agency sharing of information about individuals shall comply with Office of Management and Budget Memorandum M-01-05, <http://www.whitehouse.gov/omb/memoranda/m01-05.html>

The contractor shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum Federal standards. The contractor must also explain and certify that its subcontractor(s) will adhere to the same minimum Federal standards where working with sensitive data. Additionally, the contractor shall not use the information for any purpose other than contacting the affected individual. Any type of marketing, up-selling, after marketing, or soliciting of any individuals shall not be prohibited.

### 10.3 Preclusion From Future competition for DOC/NOAA Awards

As a result of the performance of its work under this Contract, the Contractor agrees that it has access to confidential inside information of other Department of Commerce and NOAA Contractors. Further, this access, the Contractor cannot be similarly or equally provided to the Department's or NOAA's other Contractors. Therefore, the Contractor agrees that it will not compete for the award of any other Department of Commerce and NOAA contracts during the period of performance of this BPA, including the period of performance of all orders awarded or issued under this BPA.

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

. 5 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(Reference 52.219-6)

. 6 52.219-8 UTILIZATION OF ALL BUSINESS CONCERNS (JAN 2011)

(Reference 52.219-8)

. 7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

(Reference 52.219-13)

. 8 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

. 9 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Reference 52.249-2)

. 10 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

. 11 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

. 12 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of Clause)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting

the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

. 15 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

. 16 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or

mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

. 17 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

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

(End of clause)

. 18 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

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

Phone Number:

Email:

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

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

. 19 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

Albert Lucas      Audit Partner

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

. 20 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

- (1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)
- (2) Contracts less than 180 days - Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

- (1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)
- (2) Contracts less than 180 days - National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- (1) Official legal status in the United States;
- (2) Continuously resided in the United States for the last two years; and
- (3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR)

will invite the prospective contractor into e-QIP to complete the -85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)