

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NC-NU0000-23-00170		PAGE 1 OF 38	
2. CONTRACT NO. 1305M420DNWWA0063		3. AWARD/EFFECTIVE DATE FEB 21, 2023		4. ORDER NUMBER 1305M223FNCNM0087		5. SOLICITATION NUMBER 1305M223QNCNM0019	
6. SOLICITATION ISSUE DATE DEC 22, 2022		7. FOR SOLICITATION INFORMATION CALL:		a. NAME KORTNEY CARTER KORTNEY.CARTER@NOAA.GOV		b. TELEPHONE NUMBER (No collect calls) 816-286-4383	
8. OFFER DUE DATE/LOCAL TIME JAN 12, 2023 2:00 PM CT		9. ISSUED BY NOAA/AGO/EAD 601 E 12TH STREET ROOM 1734 KANSAS CITY MO 64106		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541330 <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Schedule		16. ADMINISTERED BY NOAA/AGO/EAD 601 E 12TH STREET ROOM 1734 KANSAS CITY MO 64106		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR. LYNKER CORPORATION 338 E MARKET ST STE 100 LEESBURG VA 20176 CAGE: 56F28 TIN: 743233110 TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$589,840.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. <input checked="" type="checkbox"/> OFFER DATED JAN 12, 2023 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (Type or print)		31b. NAME OF CONTRACTING OFFICER (Type or print)	
30c. DATE SIGNED		31c. DATE SIGNED		TYRONE M. LEWIS 816-426-7453 TYRONE.M.LEWIS@NOAA.GOV		FEB 21, 2023	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

PERFORMANCE WORK STATEMENT

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) Performance Work Statement (PWS) FOR Coastal Modeling Cloud Sandbox Technical Support

1.0 GENERAL

1.1 BACKGROUND

Infrastructure, Investment and Jobs Act, Provision 3: Flood and Inundation Mapping and Forecasting, Water Modeling, and Precipitation Studies. NG-04 Demonstrate a community development platform for processing of information with a community governance process.

The Coastal Modeling Cloud Sandbox, developed under a NOAA Grant and hosted by Integrated Ocean Observing System (IOOS) partner RPS Group, Inc. (RPS) in a non-NOAA Amazon Web Services (AWS) cloud environment, is an innovative tool for performing High-Performance Computing (HPC) ocean modeling and encouraging collaboration. This project will expand accessibility of the platform by creating an instance of the Sandbox on NOAA cloud resources, will make resources available for further development and testing of the Sandbox to support future model operations, and will accelerate the coupling between ocean models and the National Water Model. This work will facilitate collaboration between NOAA Line Offices, and eventually with the external coastal modeling research community.

For the purposes of this work, Coastal Ocean Modeling (or just Ocean Modeling) refers to the process of using a numerical General Circulation Model (GCM) to simulate and ultimately predict the past, present, and future state of the coastal ocean. GCM's are sophisticated software packages that discretize the underlying equations of motion that govern ocean dynamics in a way that computer based approximations can be calculated. The National Ocean Service has adopted four different community code packages for use in the operational Coastal Ocean Modeling Framework (COMF): the Regional Ocean Modeling System ([ROMS](#)), the Finite Volume Community Ocean Model ([FVCOM](#)), the [ADCIRC](#) (ADvanced CIRCulation) model, and the Semi-implicit Cross-scale Hydroscience Integrated System Model ([SCHISM](#)). These four models are governed as community models with contributions from across academic, government, and commercial sectors and thrive on a diverse funding model which enables long term stability and health of the software packages. No other coastal ocean models will be supported through this work. For the purposes of this requirement, Coastal Ocean is meant to adhere to the definition¹ put forward by the CoastPredict program under the auspices of the United Nations Decade of Ocean Science. Given the importance of hydrologic processes in the

¹ The coastal ocean – that area, extending inshore from the estuarine mouths to river catchments affected by saltwaters and offshore from the surf zone to the continental shelf and slope where waters of continental origins meet open ocean currents. From <https://www.coastpredict.org/programme-document/>, accessed 2022-11-19.



coastal zone (precipitation, river outflow, other non-point source freshwater input in the coastal watersheds) this work will encourage “coupling” between coastal ocean models and NOAA’s [National Water Model](#).

This project will deploy an instance of the Coastal Modeling Cloud Sandbox inside the NOAA Cloud Services framework to run coastal model experiments in the cloud, including all data and configuration requirements. This project will support not only development of services and models, but also Cloud HPC to run and validate the models, and engagement and collaboration with the NOAA modeling community to enhance the Sandbox environment. At the close of the project, users will be able to fully run coupled models on the Sandbox instance and make outputs available to NOAA’s operational systems and non-NOAA collaborators, demonstrating viability of the cloud environment for operations. In addition, this activity will support and accelerate the development of coupling between ocean models and the National Water Model, aiding in operational coastal forecasting.

This project is managed by the [U.S. IOOS Program Office](#), an integrated network of people and technology gathering observing data and developing tracking and predictive tools to benefit the economy, the environment, and public safety at home, across the nation, and around the globe. The Sandbox supports the goals of the [Coastal Ocean Modeling Testbed \(COMT\)](#) project.

1.2 SCOPE

The scope of work covered by this contract includes the installation and support of an instance of the existing IOOS Coastal Modeling Cloud Sandbox infrastructure and configuration in the NOAA Cloud environment. The Sandbox environment is by design a research and development environment with limited persistence. Financial, process, and security controls, including tagging, access control, and cost estimation and monitoring, will be established in consultation with and according to guidelines from the NOAA Office of the Chief Information Officer (OCIO) Cloud environment administrators. Information about the current implementation of the Coastal Modeling Cloud Sandbox may be found in its Github repository, [IOOS Cloud Sandbox Github](#).

The work required by this contract includes the deployment of tools for automating setting up and running models, including creating the model instance, ensuring all libraries are available, input data is available, and that output data is written to a suitable location. Appropriate access to input data for models will be configured, and output data will be made available through existing channels or developed as needed. The project also requires validation of the Sandbox modeling implementation through comparison with on-premise or IOOS Coastal Modeling Sandbox hosted model runs, in consultation with the NOAA Coastal Modeling community.

Project success will require both cloud development and administration expertise as well as strong oceanography and coastal modeling experience. The personnel supporting the Sandbox will need to know how to run coastal models and validate and interpret their output. This work will also work closely with coastal modelers and support NOAA and external users who seek to run coastal models in the Sandbox.



1.3 OBJECTIVES

Year 1 Objective: Work with OCIO Information Technology (IT) to provide the Coastal Modeling Cloud Sandbox, an instance of the externally-developed Sandbox, in the NOAA cloud environment, and provide limited access for initial testing. Establish access to input data for models and explore data access, visualization, and analysis options for output data. Work with NOAA Coastal Modeling developers to install and test at least three models.

Years 2-5 Objective: Refine Coastal Modeling Cloud Sandbox code and environment to support improved model performance. In collaboration with the NOAA Modeling Community, support the development of coupling between ocean models and National Water Model freshwater models. Establish and support access to the Sandbox for vetted non-NOAA researchers to accelerate development of fully coupled models. Establish access to output data through NOAA cloud data services. With the NOAA Modeling Community, transition products developed in the Sandbox towards operations as appropriate.

1.4 APPLICABLE DOCUMENTS

1.4.1 Reference Documents

The following document may be helpful to the Contractor in performing the work described in this document:

[IOOS Cloud Sandbox Github](#)

2.0 SPECIFIC REQUIREMENTS/TASKS

The Contractor shall develop and update on a monthly basis a Work Plan for achieving the deliverables outlined below. The Contractor shall review the work plan monthly with the Program Office (PO), who shall provide verbal feedback on the plan.

2.1 TASK ONE. Coastal Modeling Cloud Sandbox Administration and Deployment

2.1.1 The Contractor shall work with NOAA Cloud Services administrators to configure the NOAA Coastal Modeling Cloud Sandbox environment, use NOAA-provided AWS services as required, and deploy the Coastal Modeling Cloud Sandbox framework to run within the NOAA OCIO Web Operation Center (WOC) cloud Federal Information Security Management Act (FISMA) boundary. The Contractor shall ensure that the Sandbox is run using appropriate and efficient AWS instance types and shall keep abreast of and implement new instance types as they are released.

2.1.2 The Contractor shall modify configurations and code as needed to ensure that the NOAA Coastal Modeling Cloud Sandbox complies with NOAA IT Security requirements of the hosting FISMA boundary. Required modifications shall be completed within 10 business days of notification by OCIO. Code and configurations shall be managed using the IOOS Github.



2.1.3 The Contractor shall work with NOAA Cloud Services administrators to assist in providing access to the NOAA Coastal Modeling Cloud Sandbox, to allow NOAA ocean modeling personnel and non-NOAA collaborators to use the Sandbox to run coastal models.

2.1.4 The Contractor shall configure services to provide to the NOAA Coastal Modeling Cloud Sandbox necessary input data to run the models, and also to make model output data available to NOAA personnel and collaborators. These configurations shall be managed and made publicly available using the IOOS Github. The Contractor shall coordinate with the developers and maintainers of the IOOS Coastal Modeling Cloud Sandbox to ensure that the versions do not diverge.

2.1.5 The Contractor shall develop and deploy tools and scripts for automating the set up and run of coastal models, including tasks such as creating the model instances, ensuring library availability, ensuring that input data are correctly available and that output data are stored in a suitable location, and visualization and analysis of model output. All tools, software, and scripts shall be fully open source and shall be made publicly available using the IOOS Github.

2.1.6 The Contractor shall validate the correct performance of models operating in the NOAA Coastal Modeling Cloud Sandbox by comparison with on-premise and IOOS Coastal Modeling Sandbox model runs, in collaboration with the NOAA Coastal Modeling community. The Contractor shall prepare a report (no more than 10 pages) demonstrating agreement between the Sandboxes and on-premise models.

2.1.7 The Contractor shall continuously monitor the availability and performance of the NOAA Coastal Modeling Cloud Sandbox and notify users in the event of performance degradation or downtime within one business day.

2.1.8 The Contractor shall maintain all source code in the IOOS Github and continuously document implementation and development activities. The code repository and documentation is considered a contract deliverable and shall be developed as Open Source Software and updated at least every one (1) month.

2.1.9 The Contractor shall install and test at least three (3) models from the four (4) listed in Section 1.1, chosen in collaboration with NOAA coastal modelers.

2.1.10 The Contractor shall hold technical meetings every two (2) weeks, including the Program Office (PO), community (as appropriate), and Contractor technical staff as participants in the meeting.

2.2 TASK TWO. Coastal Modeling Cloud Sandbox User Engagement and Sandbox Optimization

2.2.1 The Contractor shall work with the NOAA Coastal Modeling Cloud Sandbox user community to evaluate needed improvements to the Sandbox. The Contractor shall develop a



Coastal Modeling Cloud Sandbox Improvement Plan and implement the changes identified by the community starting in Year 2 of the contract.

2.2.2 The Contractor shall participate in a NOAA Coastal Modeling Cloud Sandbox User Group to share information about planned changes and discuss challenges and improvements. This User Group will meet at least monthly.

2.2.3 The Contractor shall provide notification to users of major changes to service or anticipated downtime within one business day of the expected change or downtime.

2.2.4 The Contractor shall provide up to date documentation of Sandbox structure and operations, and actively cross-train NOAA staff in its operation, with the goal of fully transitioning to NOAA operation of the Sandbox at the end of the contract period.

2.3 TASK THREE. Coastal Modeling Cloud Sandbox Engagement and Outreach

2.3.1 The Contractor shall work with the PO to determine appropriate meetings and audiences for outreach activities and develop an Engagement and Outreach Plan. The Contractor shall lead and assist with at least three (3) each of demos, presentations, and communications with the broader coastal modeling community.

2.3.2 The Contractor shall coordinate and support changes to the Sandbox to facilitate use by vetted non-NOAA users.

3.0 CONTRACTOR PERSONNEL

3.1 QUALIFIED PERSONNEL

The Contractor shall provide qualified personnel to perform all requirements specified in this PWS. The personnel must be US Citizens to work on NOAA cloud resources. The personnel must be able to pass a NOAA security review and receive a Common Access Card (CAC).

3.2 WORK QUALITY REQUIREMENTS

General quality measures as set forth below shall be applied to each work product received from the Contractor under this PWS.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this PWS.



- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted as digital media mutually agreed upon prior to submission, for text as Microsoft Office or Google Docs formats.
- Timeliness - Work Products shall be submitted on or before the due date specified in the Deliverables Plan (Section 10.0) or as described in assigned tasks or submitted in accordance with a later scheduled date determined by or approved by the Government.

The PO and Contracting Officer's Representative (COR) shall review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the PO/COR shall not relieve the Contractor of the responsibility for complying with the requirements of this PWS. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by PO/COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this PWS. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

3.3 PROJECT MANAGER

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this PWS. The Project Manager shall be a single point of contact for the CO and the COR. It is anticipated that the Project Manager shall be one of the senior level employees provided by the Contractor for this work effort. The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as *Key* by the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the Contractor shall not replace the Project Manager without prior approval from the CO.

3.3.1 The Project Manager shall be available to the COR via telephone between the hours of 9am and 5pm U.S. Eastern Time, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems no later than the next business day following notification.

3.4 EMPLOYEE IDENTIFICATION

Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their



status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.5 EMPLOYEE CONDUCT

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, etc.) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times, have cleanly personal hygiene, and that their conduct shall not reflect discredit on the United States or the Department of Commerce. The Project Manager shall ensure Contractor employees understand and abide by Department of Commerce established rules, regulations and policies concerning safety and security.

3.6 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS

The Government may, at its sole discretion (in coordination with the CO where practical), direct the Contractor to remove any Contractor employee from NOAA facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

4.0 OTHER APPLICABLE CONDITIONS

4.1 SECURITY

Contractor access to unclassified, but Security Sensitive Information may be required under this PWS. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

4.2 PLACE OF PERFORMANCE

The primary place of performance will be the Contractor's facilities, or remotely, with one visit per year to the IOOS Office (1315 East-West Highway, Bldg. SSMC3, RM 2603 Silver Spring, MD 20910) and 2 visits per year to meetings and conferences held in the continental United States.

4.3 TRAVEL

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval in writing by email for all reimbursable travel in advance of each travel event.



4.4 PROJECT PLAN

The Contractor shall provide a draft Project Plan at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than 60 business days after the Post Award Conference.

4.5 QUALITY CONTROL PLAN

The Contractor shall provide a Quality Control Plan 30 calendar days after the Contract Award for Government review and comment. The Contractor shall provide a final Quality Control Plan to the COR not later than 60 calendar days after the Contract Award.

4.6 PROGRESS REPORTS

The Project Manager shall provide a progress report every month to the Contracting Officer and COR via electronic mail. This report shall include a summary of all Contractor work performed, an assessment of technical progress, schedule status, any travel conducted, and any Contractor concerns or recommendations for the previous reporting period.

4.7 PROGRESS MEETINGS

The Project Manager shall be available to meet with the COR monthly to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place via teleconference.

The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with NOAA objectives.

4.8 GENERAL REPORT REQUIREMENTS

The Contractor shall provide all written reports in electronic format.

4.9 SECTION 508 COMPLIANCE

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.



4.10 CONTRACTOR EFFICIENCIES AND INNOVATIONS

The Contractor is encouraged to remain alert to possible improvements in methods and procedures used to provide products and services within the scope of this Task Order. The Contractor shall regularly propose such improvements to the PO and COR and must receive their written concurrence prior to implementing a change to product or service. Contractors are cautioned that no additional cost expenditure may be incurred pursuant to this effort unless authorized by the Contracting Officer.

4.11 INTELLECTUAL PROPERTY & DATA RIGHTS

The Government has unlimited rights to all documents/material first produced under this Task Order. All documents and materials, to include the source code of any software first produced under this Task Order, shall be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials shall not be used or sold by the Contractor without written permission from the Government Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

At its sole discretion, the Government may offer to transfer its ownership of selected data or software first produced under this Task Order to the Contractor in exchange for the Contractor granting to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data or software to use for any purpose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government.

All source code created under this Task Order must be managed using the IOOS GitHub repository (§1.4.2, Reference Documents).

5.0 GOVERNMENT TERMS & DEFINITIONS

5.1 COR - Contracting Officer's Representative

5.2 CO - Contracting Officer

5.3 PO - Program Office

5.4 NOAA – National Oceanic and Atmospheric Administration

5.5 NOS – National Ocean Service

5.6 IOOS - Integrated Ocean Observing System

5.7 OCIO - Office of the Chief Information Officer



5.8 IT - Information Technology

5.9 WOC - Web Operations Center

5.10 FISMA - Federal Information Security Management Act

5.11 GFE - Government-Furnished Equipment

5.12 HPC - High Performance Computing

5.13 COMT - Coastal Ocean Modeling Testbed

5.14 AWS - Amazon Web Services

5.15 CAC - Common Access Card

5.16 GCM - General Circulation Model

5.17 COMF - Community Ocean Modeling Framework

5.18 ROMS - Rutgers Ocean Modeling System

5.19 FVCOM - Finite Volume Community Ocean Model

5.20 ADCIRC - ADvanced CIRCulation Model

5.21 SCHISM - Semi-implicit Cross-scale Hydroscience Integrated System Model

6.0 GOVERNMENT FURNISHED RESOURCES

The Government will provide the following equipment for off-site Contractor use in performing work under this contract:

- Government-furnished equipment (GFE) laptop computer

The Contractor shall use Government furnished facilities, property, equipment, and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

The Government will provide the following information, data, and documents to the Contractor for work required under this contract:

- Access to data, code, and model results needed to implement and test the Sandbox.

The Government will provide electronic copies of the references cited in PWS 1.4 at the Post Award Conference and any updated copies throughout the lifecycle of the Task Order.



The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

7.0 CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, materials, equipment, and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in PWS 6.0.

8.0 GOVERNMENT ACCEPTANCE PERIOD

The COR will review deliverables prior to acceptance and provide the Contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an email to the Contractor notifying it that the deliverable has been accepted.

8.1 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor will have an opportunity to correct the rejected deliverable and return it per delivery instructions.

8.2 The COR will have 5 business days to review deliverables and make comments. The Contractor shall have 5 business days to make corrections and redeliver.

8.3 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

9.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Government surveillance of contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition. The Acceptable Quality Levels (AQL) below reflect definitions found at FAR 42.1503 Table 42-1.



PWS Reference	Performance Objective	Acceptable Quality Level (AQL)	Method of Surveillance
2.0	The contractor shall provide a monthly Work Plan.	Satisfactory	100% Inspection
2.1.6	The contractor shall provide a Coastal Modeling Cloud Sandbox Validation Report.	Satisfactory	100% Inspection
2.2.1	The contractor shall provide a Coastal Modeling Cloud Sandbox Improvements Plan.	Satisfactory	100% Inspection
2.2.1	The contractor shall provide Coastal Modeling Cloud Sandbox Improvements Plan.	Satisfactory	100% Inspection
2.1.8	The contractor shall provide a Coastal Modeling Cloud Sandbox Github Code Repository.	Satisfactory	100% Inspection



2.1.8	The contractor shall provide a Coastal Modeling Cloud Sandbox Github Code Documentation.	Satisfactory	100% Inspection
2.3.1	The contractor shall provide a Coastal Modeling Cloud Sandbox Engagement and Outreach Plan.	Satisfactory	100% Inspection



SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Invoicing Address: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Coastal Modeling Cloud Sandbox Technical Support Services Accounting and Appropriation Data: 14.23.W8KNNCJ.P00.1097.011010008. 1018000000000000.25272517.000000 \$484,000.00 14.23.W8KNNCJ.P00.1097.011010008. 1018000000000000.25272603.000000 \$98,840.00 PR NUMBER: NC-NU0000-23-00170 DELIVERY DATE: 02/29/2024 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2023 to 02/29/2024	12.00	MO	48,570.00	582,840.00
0002	Travel Accounting and Appropriation Data: 14.23.W8KNNCJ.P00.1097.011010008. 1018000000000000.25272603.000000 \$7,000.00 DELIVERY DATE: 02/29/2024 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2023 to 02/29/2024	1.00	EA	NTE 7,000.00	NTE 7,000.00
1001	Coastal Modeling Cloud Sandbox Technical Support Services DELIVERY DATE: 02/28/2025 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2024 to 02/28/2025	12.00	MO	45,320.00	OPT 543,840.00
1002	Travel DELIVERY DATE: 02/28/2025 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603	1.00	EA	NTE 7,500.00	NTE/OPT 7,500.00
	SSMC 3 RM 2603				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p>SILVER SPRING MD 20910 Period of Performance: 03/01/2024 to 02/28/2025</p> <p>Coastal Modeling Cloud Sandbox Technical Support Services</p> <p>DELIVERY DATE: 02/28/2026 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2025 to 02/28/2026</p>	12.00	MO	39,020.00	<p>OPT 468,240.00</p>
2002	<p>Travel</p> <p>DELIVERY DATE: 02/28/2026 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2025 to 02/28/2026</p>	1.00	EA	<p>NTE 5,500.00</p>	<p>NTE/OPT 5,500.00</p>
3001	<p>Coastal Modeling Cloud Sandbox Technical Support Services</p> <p>DELIVERY DATE: 02/28/2027 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2026 to 02/28/2027</p>	12.00	MO	35,870.00	<p>OPT 430,440.00</p>
3002	<p>Travel</p> <p>DELIVERY DATE: 02/28/2027 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2026 to 02/28/2027</p>	1.00	EA	<p>NTE 6,000.00</p>	<p>NTE/OPT 6,000.00</p>
4001	<p>Coastal Modeling Cloud Sandbox Technical Support Services</p> <p>DELIVERY DATE: 02/29/2028 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2027 to 02/29/2028</p>	12.00	MO	34,295.00	<p>OPT 411,540.00</p>
4002	<p>Travel</p>	1.00	EA	<p>NTE 6,500.00</p>	<p>NTE/OPT 6,500.00</p>

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	DELIVERY DATE: 02/29/2028 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2027 to 02/29/2028				
	Coastal Modeling Cloud Sandbox Technical Support Services in accordance with FAR 52.217-8 DELIVERY DATE: 08/31/2028 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2028 to 08/31/2028	6.00	MO	34,295.00	OPT 205,770.00
5002	Travel	1.00	EA	NTE 4,500.00	NTE/OPT 4,500.00
	DELIVERY DATE: 08/31/2028 SHIP TO: NOS/IOOS 1315 EAST WEST HIGHWAY SSMC 3 RM 2603 SILVER SPRING MD 20910 Period of Performance: 03/01/2028 to 08/31/2028				

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- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) [Reserved]

XXX (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020)) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(iii) Alternate II (NOV 2011) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020)) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (JAN 2017) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (SEP 2021) of 52.219-9.

(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

xxx (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).

(ii) Alternate I (JUL 2014) of 52.222-35.

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XXX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products(MAY 2020) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).

XXX (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225-1.

(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(5)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) 41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End Of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days the period of performance expiration.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time during the period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months

(End of Clause)

1330-52.203-70 SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT

(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 adjudications 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 provision 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 (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.

1330-52.215-70 SCHEDULE OF DELIVERABLES**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
1	Draft Contractor Project Plan	1	30 calendar days after award	COR, CO, PO	4.4
2	Final Contractor Project Plan	1	60 calendar days after award	COR, CO, PO	4.4
3	Quality Control Plan	1	30 calendar days after award	COR, CO, PO	4.5
4	Progress Reports	Recurring	Every one (1) month	COR, CO	4.6
5	Work Plan	Recurring	Every one (1) month	COR, CO, PO	2.0
6	<i>Coastal Modeling Cloud Sandbox Validation Report</i>	1	Schedule to be provided in Contractor Project Plan	COR, CO, PO	2.1.6
7	<i>Coastal Modeling Cloud Sandbox Improvement Plan</i>	1	Schedule to be provided in Contractor Project Plan	COR, CO, PO	2.2.1
8	<i>Coastal Modeling Cloud Sandbox Improvements</i>	1	Schedule to be provided in Contractor Project Plan	COR, CO, PO	2.2.1
9	Coastal Modeling Cloud Sandbox Github Code Repository	Recurring	Every one (1) month	COR, CO, PO	2.1.8

10	Coastal Modeling Cloud Sandbox Github Code Documentation	Recurring	Every one (1) month	COR, CO, PO	2.1.8
11	<i>Coastal Modeling Cloud Sandbox Engagement and Outreach Plan</i>	1	Schedule to be provided in Contractor Project Plan	COR, CO, PO	2.3.1

(End of solicitation and contract language)

1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)
In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (reference https://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_202/202-1106.html), 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: <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. 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: <http://NOAASASHHelpline.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.

1330-52.232-72 NOAA Transition to the Invoice Processing Platform Electronic Invoicing System (Feb 2023)

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)). All supporting documents required by the Contracting Officer must be included as attachments to payment requests submitted through the IPP.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

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 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 judgment and discretion on behalf of the Government. Rather, the Contractor's personnel will act and exercise personal judgment 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.

1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

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 www.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 mayâ-#
- (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 5 business days 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)

1330-52.242-70 SUBMITTAL OF INVOICES

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 (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 (OCT 2022)

(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 from.

(3) Identify constraints in transparency and process.

(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, etc.).

(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 ago.ombudsman@noaa.gov.

(End of solicitation and contract language)

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

(a) Jennifer D. Hinden 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:

1315 East-West Highway
Rm 2611
Silver Spring, MD 20910
Phone Number: (202) 936-5991
Email: jennifer.hinden@noaa.gov

(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)

1352.237-74 PROGRESS REPORTS (APR 2010)

The contractor shall submit, to the Government, a progress report every one month(s) after the effective date of the contract, and every month thereafter during the period of performance. The contractor shall deliver progress reports that summarize the work completed during the performance period, the work forecast for the following period, and state 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.

(End of Clause)

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

Program Manager: Nelz Frazier
Phone: (307) 575-0831
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(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 key 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)

1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

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

Item No.	TBD
Description	TBD
Quantity	TBD
Delivery Date	TBD
Property/Tag Number (if applicable)	TBD

(End of clause)

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

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

(b) The place of acceptance will be:

1315 East-West Highway
Bldg. SSMC3
Silver Spring, MD 20910

(End of clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from March 1, 2023 through February 29, 2024 . If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	March 1, 2024	February 28, 2025
Option II	March 1, 2025	February 28, 2026
Option III	March 1, 2026	February 28, 2027
Option IV	March 1, 2027	February 29, 2028

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)