



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

February 8, 2008

Ms. Marcia Hofmann
Electric Frontier Foundation
1875 Connecticut Avenue, NW
Suite 650
Washington, D.C.

Subject: Freedom of Information Act Request No. 2008-00124

Dear Ms. Hoffman,

This letter is in reference to your Freedom of Information Act (FOIA) request of December 17, 2007 for documents between DOC and Google or other technology companies from Jan 2006 to present for digitization/copying of agency information to promote greater access by the public.

We have located 30 pages of responsive records. You are granted full access to those records, and a copy is enclosed.

Because the cost to process your request is less than \$20.00, the fee is waived.

Because the cost of duplication is less than \$20.00, the duplication fee is waived.

If you have any questions regarding your request, you may contact Susan K. Sherrell at (206) 526-6021 or email susan.k.sherrell@noaa.gov.

Sincerely,

Susan K. Sherrell
Acting Division Director, WRAD

Cc: AGO FOIA Representative

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number
NRMAH000-6-01029

PAGE 1 OF 30

2. Contract No. AB133R-06-CN-0186

3. Award/Effective Date 08/24/06

4. Order Number

5. Solicitation Number AB133F-06-RP-0136

6. Solicitation Issue Date JUNE 21, 2006

7. For Solicitation Information Call: a. Name JUDI M. JZYK
JUDI.M.JZYK@NOAA.GOV

b. Telephone Number (No collect calls) 206-526-6039

8. Offer Due Date/Local Time 07/11/06 / 2:00 PM

9. Issued By Code AJ630031
WESTERN REGIONAL ACQUISITION DIVISION
7600 SAND POINT WAY NE/WC3 SEATTLE, WA 98115-6349

10. This Acquisition is
 Unrestricted
 Set-Aside 100 % for
 Small Business
 HubZone Small Business

11. Delivery for FOB Destination Unless Block is Marked.
 See Schedule
R499

12. Discount Terms

13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation
 RFQ IFB RFP

8(A) **541511**
 NAICS: **541511**
 Size Standard: **\$4.5 Million**

15. Deliver To Code FR740031
NOAA/PACIFIC MARINE ENVIRONMENTAL LAB
7600 SAND POINT WAY NE SEATTLE, WA 98115-0070

16. Administered By Code
SAME AS BLOCK 9

17a. Contractor/Offeror Code Facility Code
Joe Sirott
12251 Palatine Ave N
Seattle WA, 98133
(206) 367-2911

18a. Payment Will Be Made By Code
SAME AS BLOCK 9

Telephone No. TIN:

17b. Check if Remittance is Different and Put Such Address in Offer.

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.
 See Addendum.

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

25. Accounting and Appropriation Data
SEE PAGE 1A FOR ACCOUNTING DATA

26. Total Award Amount (For Govt. Use Only)
\$129,280.00

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda are are not attached

27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda are are not attached

28. Contractor is required to sign this document and return 3 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 herein.

29. Award of Contract: Reference AB133R-06-RP-0136 Offer Dated 07/11/06. 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 *[Signature]*

31a. United States of America (Signature of Contracting Officer) *[Signature]*

30b. Name and Title of Signer (Type or Print)
Joe Sirott

30c. Date Signed
6/30/06

31b. Name of Contracting Officer (Type or Print)
SUSAN K SHERRELL/CONTRACTING OFFICER

31c. Date Signed
Aug 14, 2006

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
 Complete Partial Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

41b. Signature and Title of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

AWARDED ITEMS

<u>Base</u> <u>Yr</u>	<u>Service</u>	<u>Quantity/</u> <u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Complete Services as described in Part I, Section IA, Statement of Work.	12/Mo	\$10,273.33	\$123,280.00
<u>OPTION</u> 0002	Travel and Conference Fees	NTE/LS		\$ 6,000.00
Total				

ACCOUNTING DATA:

1406D8R1ULAPSD37030107011502700000000000025230000 =	\$28,105.39
1406D8R3U78PNS37030305011502700000000000025230000 =	\$20,174.61
1406D8R8FAGPNS37030801001502700000000000025230000 =	\$81,000.00
	<u>\$129,280.00</u>

SCHEDULE OF SERVICES

Software Development and Integration Based on EPIC OPeNDAP Dapper Technologies

SCHEDULE CONTINUATION

Item	Description of Services	Quantity	Unit	Unit Price ⁽²⁾	Amount
<u>BASE YEAR</u>	<i>8/24/06 - 8/23/07</i>				
0001	Provide the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to complete the work as described in Section IA, Statement of Work.	12	MO	\$10,273.33	\$123,280.00
<u>OPTION ITEM</u>					
0002	Travel and Conference Fees ⁽¹⁾	1	LS NTE		\$ 2,000.00
<u>OPTION YEAR 1</u>	<i>8/24/07 - 8/23/08</i>				
0003	Provide the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to complete the work as described in Section IA, Statement of Work.	12	MO	\$10,580.00	\$126,960.00
<u>OPTION YEAR 2</u>					
0004	Provide the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to complete the work as described in Section IA, Statement of Work.	12	MO	\$10,866.67	\$130,640.00
<u>OPTION YEAR 3</u>					
0005	Provide the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to complete the work as described in Section IA, Statement of Work.	12	MO	\$11,193.33	\$134,320.00
<u>OPTION YEAR 4</u>					
0006	Provide the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to complete the work as described in Section IA, Statement of Work.	12	MO	\$11,576.67	\$138,920.00
	GRAND TOTAL OF ITEMS 0001 - 0006				<u>\$ 656,120.00</u>

SCHEDULE OF SERVICES

Software Development and Integration Based on EPIC OPeNDAP Dapper Technologies

Key

LS = Lump Sum

MO = Month

NTE = Not-to-Exceed

⁽¹⁾The amount noted in Line Item 0002, above for travel and conference fees is an estimate for evaluation purposes only. The Government is not obligated to expend the estimated amount specified in the above schedule. Any travel required in the performance of the resulting contract will be reimbursed per Part I, Section 1.A, Statement of Work, Travel.

⁽²⁾The unit prices indicated above shall be fully loaded rates which include the direct salaries, fringe benefits, overhead, G&A, and profit.

PLEASE NOTE: Offeror(s) must submit pricing for each line item in the above Schedule. Failure to offer in this manner may result in proposal rejection.

PART I

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This

paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible

Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

ADDENDUM TO FAR 52.212-4

1.A. STATEMENT OF WORK/SPECIFICATIONS

Scope of Work

Objective. The objective of this contract is to obtain the services of the contractor to develop software for PMEL and EPIC based on the emergent community standard dapper/Open-source Project for a Network Data Access Protocol (dapper/OPeNDAP) client-server technologies. Note that OPeNDAP was formerly known as the Distributed Ocean Data System (DODS).

Background. The Open-source Project for a Network Data Access Protocol (OPeNDAP) is a software package that helps users provide and access data over the net in a consistent fashion. OPeNDAP is supported by the National Ocean Partnership Program (NOPP) for "Planning and implementation of a "Virtual Ocean Data Hub" (VODHub) activity: Development of an Integrated Regional, National and International Data System for Oceanography", and is identified in the IOOS Data Management document as an "initial operational component for transport of gridded data and a pilot component for delivery of non-gridded data. Dapper/OPeNDAP is identified in the International OceanSITES data management document as the available technology for distributed data access. PMEL software systems must be enhanced to fully support and integrate with the OPeNDAP standards.

Scope. The scope of this contract includes full responsibility for developing the required software based on dapper/OPeNDAP client-server technology, including object-oriented design, data models, protocols, user interface changes, objects, testing, implementation in Java, AJAX (Asynchronous Java and XML), and the Web, and documentation. Functional details include (i) enhance dapper/OPeNDAP client and server software for robust support of situ data from ocean and atmosphere observing systems and environmental data products (e.g., new data types, new data selection methodologies), (ii) enhancements to graphical display functionality of the dapper/OPeNDAP client software (DChart), and (iii) integrate OPeNDAP dapper/Dchart client/server technologies with/into

PMEL and EPIC tools. The contractor shall document all work accomplished under this contract pertaining to software design and development and provide a CD copy and paper copy to the Government COTR. At the completion of this contract, the contractor shall turn over to the Government all data developed and acquired under this contract, including all copies in existence.

The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the contractor or its employees.

Task Performance Requirements Summary

The Contractor must deliver the results described in the following table:

DESIRED OUTCOME	REQUIRED SERVICES	PERFORMANCE STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD
<u>BASE YEAR SERVICES</u>				
<u>2.1. TASK: EPIC Enhancements and Extensions.</u>				
Robust web access to observing system data/environmental data using dapper/OPeNDAP and DChart client/server technologies.	Provide application planning, project management, development, object oriented design, documentation, implementation, modification, configuration management, access, security, and life cycle support services using modern programming languages (Java, AJAX)	→ Software performs as it should	100% Compliance. No deviation unless approved in advance by the COTR.	PMEL Project Leader, COTR review and customer feedback.
		→ observing system data/environmental data available through dapper/OPeNDAP and DChart client/server interoperability	100% Compliance. No deviation unless approved in advance by the COTR.	PMEL Project Leader & COTR review.
		→ Conforms to dapper/OPeNDAP standards	100% Compliance. No deviation unless approved in advance by the COTR.	PMEL Project Leader & COTR review.
		→ Software and design documentation provided	100% Compliance. No deviation unless approved in advance by the COTR.	PMEL Project Leader & COTR review.
<u>2.2. TASK: EPIC Enhancements and Extensions.</u>				
A Prototype PMEL Atmospheric Chemistry software tool for access to realtime atmospheric chemistry	Provide application planning, project management,	→ Software performs as it should	100% Compliance. No deviation unless approved in	PMEL Project Leader, COTR review and customer feedback.

<p>datasets using dapper/OPeNDAP/DChart client/server technologies.</p>	<p>development, object oriented design, documentation, implementation, modification, configuration management, access, security, and life cycle support services using modern programming languages (Java, AJAX)</p>	<p>→ Access to Atmospheric Chemistry data</p> <p>→ Conforms to dapper/OPeNDAP standards</p> <p>→ Software and design documentation provided</p>	<p>advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p>	<p>PMEL Project Leader & COTR review.</p> <p>PMEL Project Leader & COTR review.</p> <p>PMEL Project Leader & COTR review.</p>
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OPTION YEAR SERVICES 1-4

2.3 TASK: EPIC Enhancements and Extensions*

EPIC Enhancements and Extensions as described below will be continuous, with minor revisions as needed, throughout each option year as may be exercised by the Government.

<p>One or more of the following:</p> <p>1) Enhancements of dapper, OPeNDAP, DChart client and server software for robust support of in-situ data and/or comparisons of gridded data</p> <p>2) Integration of OPeNDAP, dapper, DChart technologies into PMEL EPIC and Project software tools for insitu data and/or comparisons of gridded data.</p>	<p>Provide application planning, project management, development, object oriented design, documentation, implementation, modification, configuration management, access, security, and life cycle support services using modern programming languages (Java, AJAX)</p>	<p>→ Software performs as it should</p> <p>→ Enhanced access to in-situ data and/or gridded data with OPeNDAP, dapper, and/or DChart technologies.</p> <p>→ Conforms to dapper, OPeNDAP, DChart standards</p> <p>→ Software and design documentation provided</p>	<p>100% Compliance. No deviation unless approved in advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p> <p>100% Compliance. No deviation unless approved in advance by the COTR.</p>	<p>PMEL Project Leader, COTR review and customer feedback.</p> <p>PMEL Project Leader & COTR review.</p> <p>PMEL Project Leader & COTR review.</p> <p>PMEL Project Leader & COTR review.</p>
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Performance Measures

The contractor shall meet the acceptable performance standards as noted above. Failure to meet the standards during a specific period will result in the contractor's submission of a quality control plan for corrective actions. Failure to meet the standards during a second review period may result in corrective action and a reduction of the contract amount.

Quality Assurance

The Government, through its COTR, will be monitoring the contractor's performance on a continuing basis. The volume of tasks performed by the contractor makes technical inspections of every task and step impractical. Accordingly, the Government will use a quality-assurance review process to monitor the contractor's performance under this contract. The contractor's performance will be evaluated by the COTR in terms of a specific set of deliverables and activities, according to three categories:

Outstanding: Level of performance that exceeds the minimum Performance Standard by a substantial margin; Deficiencies are nonexistent or extremely minor.

Satisfactory: Level of performance that in the aggregate meets the Performance Standard; Deficiencies are minor and offset by outstanding elements of performance within the Standard;

Unsatisfactory: Level of performance that in the aggregate fails to meet the Performance Standard; Deficiencies are pervasive;

In general, the work will be evaluated in terms of how well the requirements of the contract are satisfied, the extent to which the work performed follows the approach found in the contractor's technical proposal, clarity of documentation, and timeliness of scheduled task accomplishment. At the discretion of the COTR or the Contracting Officer or Specialist, other government officials approved by the Contracting Officer or Specialist may be asked to evaluate a particular deliverable or set of deliverables.

Quality Control

Receipt of an "Unsatisfactory" evaluation for a specified period, will require the contractor to submit a quality control plan identifying procedural changes for correcting problem areas to ensure they do not re-occur. This plan to be approved by the COTR.

Key Personnel

To successfully complete the requirements of the resulting contract, it is estimated that the level of effort needed to perform the requirements of the Statement of Work is approximately 1,840 direct labor hours. The number of hours equivalent to one (1) part time position. A specific work schedule may be coordinated and approved by the PMEL Project Leader after award. The key personnel assigned to this contract as the software engineer will need to possess high technology skills with a proven and well respected track record of experience and success in object oriented software design and development of oceanographic and/or atmospheric data management and graphic application that is a graphical interface interact with the user. The key personnel must be extremely knowledgeable and familiar with the software engineering protocol and programming applications and technologies of

- Asynchronous Java and XML (AJAX)
- dapper OPeNDAP server
- OPeNDAP (also known as DODS)
- netCDF
- XML (Sax, XSLT, DOM, DTD's, etc.)
- Java, Java Servlets, C++, C, Fortran
- Web programming and JavaScript

- Object oriented design
- Java Servlet MVC II architecture
- Java RMI
- CORBA
- Velocity templating language
- MySQL, SQL
- Java object/relational database mapping
- SWING
- UML
- Perl
- Unix, Windows and RedHat Linux

to successfully complete this project.

Travel

The contractor may be required to travel and attend conferences associated with the development of these services. Should either become necessary travel shall be coordinated with the PMEL Project Leader and prior approval shall be obtained from the PMEL Project Leader. Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by the contractor's personnel or consultants while in a travel status in connection with the performance of services required by this contract, will be reimbursed for the actual costs incurred (**without profit, G&A, or overhead**) which shall not exceed the estimated amount listed in the individual order. Air fares shall consist of the actual, but not to exceed the lowest customary standard, coach, or equivalent airfare during normal business hours or as otherwise provided in FAR 31.205-46(d). Per diem and/or mileage costs are limited to rates set by the Federal Travel Regulations, per FAR 31.205-6. The parties recognize that it may be necessary to cancel or reschedule a meeting. Where rescheduling or cancellation was due to unforeseeable cause(s) beyond the control and without fault or negligence of the Contractor, penalties imposed by airlines or other travel related services shall be treated as allowable reimbursable costs under this contract. Federal Acquisition Regulation (FAR) clauses 52.216-7, Allowable Cost and Payment; and 52.232-20, Limitation of Cost are applicable to the reimburseable items associated with the travel portion of this contract. All travel, subsistence and local transportation in support of this contract will be in accordance with rates set by the Federal Travel Regulations.

Section 508 Requirements

All electronic and information technology (EIT) obtained under this contract shall meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194).

The following standards have been determined to be applicable to this contract:

- | | |
|---------------|---|
| <u> </u> X | 1194.21 Software applications and operating systems. |
| <u> </u> X | 1194.22 Web-based intranet and internet information and applications. |
| <u> </u> | 1194.23 Telecommunications products. |
| <u> </u> | 1194.24 Video and multimedia products. |
| <u> </u> | 1194.25 Self contained closed products. |
| <u> </u> X | 1194.26 Desktop and portable computers. |

The standards do not require the *installation* of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

Reports

Throughout the performance of the contract, the contractor shall ensure that progress is being made, according to the deliverables and dates established. The contractor shall furnish a written report on a monthly basis for all tasks

currently being performed. Reports shall be provided to the PMEL Project Leader, with a copy to the COTR. This can be provided in paper copy or via email to the appropriate persons. The report shall address the work completed to date, percent of completion of the task, work forecast for the following reporting period, and information, issues, problems, etc., of interest.

Deliverables

All deliverables are required to be accomplished in a timely manner and submitted to the PMEL Project Leader and COTR in the perscribed and mutually agreed upon format.

Government-Furnished Property

The Government will provide a computer and network access to the contractor as well as any equipment, work space, or supplies necessary to conduct these services at no cost. The property shall be used and maintained by the contractor in accordance with the provisions of the Government Property clause.

Performance Period

The Base Year Service period of performance this contract begins with award of the contract through a one year period.

Place of Performance

All work under this contract shall be conducted at the Pacific Marine Environmental Laboratory's (PMEL) Sand Point Facility, unless otherwise authorized.

Insurance Coverage

Pursuant to the Insurance-Work on a Government Installation clause (FAR 52.228-5), the contractor shall be required to present evidence to show, as a minimum, the amounts of insurance coverage stated under the clause.

Contractor Responsibility for Data

All data and information provided by the Government, or developed by the Contractor, in the performance of this contract shall remain the exclusive property of the Government. Upon completion or termination of this contract, the contractor shall turn over to the Government all materials (copies included) and data that were furnished to the contractor by the Government and/or developed by the Contractor in performing the contract. Unless otherwise noted, the contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusion made pursuant to, or performance under this contract without prior approval of the Contracting Officer. Failure to comply with this requirement may be deemed as "to be in default" and subject to termination.

Privacy and Confidentiality

The contractor must maintain confidentiality of all subjects and materials collected during this project. Work on this contract may require that personnel have access to privacy information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and all applicable agency rules and regulations.

Security

Contractor personnel working in any DOC facility for more than 180 days must complete Personal Identity Verification (PIV) Request Forms, Security Coversheet, fingerprint card, and position sensitivity checklist. This information will be provided by the Government COTR in accordance with Homeland Security Policy Directive-12 (HSPD-12). Contractor shall adhere to all security requirements established at the facility.

Payment

Invoices shall be submitted in accordance with FAR 52.212-4(g), FAR 52.232-32, Performance-Based Payments, and submitted to the appointed Contracting Officer's

Technical Representative (COTR) for review and certification. Payments shall be based on measurable or quantifiable performance or accomplishment of the defined elements noted under Tasks. Requests for payment shall not be submitted more than once a month. Contractor shall not be entitled to payment of a request prior to verification by the COTR of successful accomplishment of the performance criterion noted above. Contractor shall include a monthly report of progress/status with each invoice submitted.

Option Item

The Government may require the delivery of numbered line item 0002 for travel and conference attendance as an option item. The Government, at its discretion, may exercise the option by written notice to the Contractor anytime within the performance period. Once exercised, this line item will be funded as necessary throughout the life of the contract.

Option Year Service(s)

The Government may require the continued performance of this contract for four (4) additional one-year periods at the amounts established under the Schedule. The Contracting Officer may exercise an option by written notice to the Contractor anytime within the current performance period of the contract.

1.B. APPLICABLE FAR AND CAR CLAUSES

Full text of the Federal Acquisition Regulation (FAR) clauses can be accessed on the Internet at www.arnet.gov/far and Commerce Acquisition Regulation (CAR) clauses noted within this solicitation can be accessed on the Internet at http://oamweb.ossec.doc.gov/CAPPS_car.html, under CAR Part 1352 [local clauses] noted.

The following clauses and/or provisions are applicable to this solicitation:

- (1) FAR 52.204-9, Personal Identity Verification of Contractor Personnel; 52.216-7, Allowable Cost and Payment (applicable to travel only); 52.217-8, Option to Extend Services; 52.217-9, Option to Extend the Term of the Contract, 52.222-50, Combating Trafficking in Persons; 52.227-17, Rights in Data-Special Works, 52.228-5, Insurance-Work on a Government Installation; 52.232-20, Limitation of Cost (applicable to travel only) and FAR 52.204-7, Central Contractor Registration (CCR) is applicable; therefore, all vendors wishing to do business with any Federal Government Agency must be registered in CCR. Registration can be completed via the internet at <http://www.ccr.gov>. You must have a DUNS number in order to begin your registration. If you do not already have a DUNS number and are located within the United States, you may call Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>. There is no cost to obtain a DUNS number.
- (2) CAR clauses 1352.201-70, Contracting Officer's Authority; 1352.201-71, Contracting Officer's Technical Representative; 1352.209-72, Restrictions Against Disclosure; 1352.228-70, Insurance Coverage, 1352.228-72, Deductibles under Required Insurance Coverage, 1352.233-71, Service of Protest; 1352.237-72, Security Processing for Contactor/Subcontractor Personnel Working on a Department of Commerce site (Low and Moderate Risk Contracts); 1352.239-73, Security Requirement for Information Technology Resources; and 1352.239-74, Security Processing Requirements for Contractor/Subcontractor Personnel for Accessing DOC Information Technology Systems are applicable to this solicitation.

Agency level protest procedures can be found in full text at http://oamweb.ossec.doc.gov/CAPPS_car.html, under CAR Part 1333.

Homeland Security Policy Directive (HSPD-12) Implementation: The performance of this contract requires contract employees to have physical access to the Federal Government's premises for more than 180 calendar days or to have access to a Federal Government's information

system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification (PIV) procedures that implement HSPD-12, Federal Information FIPS PUB 201 (<http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf>) and OMB Memorandum M-05-24 (<http://csrc.nist.gov/piv-program/memo/m05-24.pdf>). The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system. Additional information on contractor compliance with the above and required forms can be found at <http://www.osec.doc.gov/osy/> and <http://www.wasc.noaa.gov/wrso/index.htm>.

CAR 1352.216-70, Contract Type: This is a fixed price type contract for services. It consists of one (1) base year of services and four (4) additional one-year option years to be exercised at the discretion of the Government.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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 items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5)
 - (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-6.
 - (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)
 - (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)
 - (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)

- _____ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) Alternate I (June 2003) of 52.219-23.
- _____ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L.103-355, section 7102, and 10 U.S.C. 2323).
- _____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)
- _____ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (23) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)
- _____ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Apr 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- _____ (ii) Alternate I (Jan 2004) of 52.225-3.
- _____ (iii) Alternate II (Jan 2004) of 52.225-3.
- _____ (25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (27) [Reserved]
- _____ (28) [Reserved]
- _____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- _____ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- _____ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C.

3332).

_____ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)

_____ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 1984) 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 items:

- _____ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(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, 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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)