

2. Amendment/Modification No. 0001	3. Effective Date 7/25/2016	4. Requisition/Purchase Req. No. NFFM7003-16-01971	5. Project No. (if applicable)
6. Issued By NOAA/EASTERN ACQUISITION DIV 200 GRANBY STREET NORFOLK, VA 23510		7. Administered By (if other than Item 6) NOAA/EASTERN ACQUISITION DIV 200 GRANBY STREET NORFOLK, VA 23510	

8. Name and Address of Contractor (No., Street, County, and Zip Code)	(X)	9A. Amendment of Solicitation No. EA33F-16-RQ-0543
	X	9B. Date (See Item 11) June 20, 2016
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code	Facility Code
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

**1. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This Amendment is issued to provide:

- a. Update the response date and time;
- b. Update Schedule of Items (Pages 2 and 3) to include the placeholder dollar amounts;
- c. Except for the changes made herein (including attachment), all other terms, conditions, and provisions of the solicitation remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)	16A. Name and title of Contracting Officer (Type or Print)		
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 NFFM7003-16-01971

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2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
 EA-133F-16-RQ-0543

6. SOLICITATION ISSUE DATE
 JUNE 20, 2016

7. FOR SOLICITATION INFORMATION CALL:



a. NAME
 ROBERTA SMITH
 ROBERTA.H.SMITH@NOAA.GOV

b. TELEPHONE NUMBER (No collect calls)
 757-441-6528

8. OFFER DUE DATE/ LOCAL TIME
AUG 11, 2016
 12:00 PM ET

9. ISSUED BY
 NOAA/ERAD
 200 GRANBY STREET
 NORFOLK VA 23510

CODE AJ930073

10. THIS ACQUISITION IS
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 UNRESTRICTED OR
 SET ASIDE: 100 % FOR:
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541712
 EDWOSB
 8 (A)
 SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO COOPERATIVE RESEARCH PROGRAM
 28 TARZWELL DRIVE
 NARRAGANSETT RI 02882

CODE NFFM7002

16. ADMINISTERED BY

17a. CONTRACTOR/ OFFEROR. CODE FACILITY CODE
 TELEPHONE NO.
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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. FAR 52.212-5 IS ATTACHED. ADDENDA ARE 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. OFFER DATE 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)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period - The Contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the Base Period from Date of Award through one (1) year thereafter.	4.00	EA	<u> </u>	<u> </u>
0002	Option Item for Delivery of Whole Fish Samples in accordance with Section 7 of the Statement of Work for the period from Date of Award through 5 Years thereafter. SUBCLIN pricing is identified in Paragraph 7.2.	1.00	EA	<u>\$121.85</u>	<u>\$121.85</u> OPT
0003	Option Item for Collection of Biological Information and Other Relevant Scientific Information in accordance with Section 8 of the Statement of Work for the Period from Date of Award through 5 years thereafter.	1.00	DA	<u> </u>	<u> </u> OPT
0004	Option Item for Contractor Travel to Participate in Additional Cooperative Research Meetings in accordance with Section 9 of the Statement of Work for the Period from Date of Award through 5 years thereafter.	1.00	DA	<u>\$200.00</u>	<u>\$200.00</u> OPT
0005	Option Item for Additional Insurance Beyond Required Rider in accordance with Section 10 of the Statement of Work for the Period from Date of Award through 5 years thereafter.	1.00	EA	<u> </u>	<u> </u> OPT
0006	Option Item for Additional Work Requirements for Testing in accordance with Section 11 of the Statement of Work for the Period from Date of Award through 5 years thereafter.	1.00	DA	<u>\$500.00</u>	<u>\$500.00</u> OPT
0007	Option Item for Contractor Participation at Local Study Fleet Meetings in accordance with Section 12 of the Statement of Work for the period from Date of Award through 5 years thereafter.	1.00	DA	<u>\$50.00</u>	<u>\$50.00</u> OPT
0008	Option Year 1 - The Contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Base Year through one (1) year thereafter.	4.00	EA	<u> </u>	<u> </u> OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Option Year 2 - The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 1 through one (1) year thereafter.	4.00	EA	_____	_____ OPT
0010	Option Year 3 - The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 2 through one (1) year thereafter.	4.00	EA	_____	_____ OPT
0011	Option Year 4 - The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 3 through one (1) year thereafter.	4.00	EA	_____	_____ OPT

Section I
Statement of Work

**National Oceanic Atmospheric Administration (NOAA)
National Marine Fisheries Service (NMFS)
Northeast Fisheries Science Center (NEFSC)**

**For
Northeast and Mid-Atlantic Study Fleet Services For Cooperative Research**

1. INTRODUCTION

This is a requirement for vessel support for Northeast Cooperative Research Program Study Fleet activities in Northeast and Mid-Atlantic Fisheries. The current research topics relate to enhanced stock monitoring through the use of electronic reporting technology and testing, tracking the use of more selective fishing gears and practices, linking oceanographic and socioeconomic factors to fishery models, and real-time data transmission.

2. BACKGROUND

The Northeast Fisheries Science Center (NEFSC) has developed an electronic data collection system that supports detailed tow-by-tow recording of fishing effort and catch (kept and discarded portions) with associated temperature and depth data. An enhanced version of the software provides for more extensive gear details, as well as biological sampling information in support of conservation engineering studies and Study Fleets. Commercial trawl and fixed gear vessels fishing for monkfish, groundfish, Atlantic herring, Atlantic mackerel, long-finned squid and other mid-Atlantic commercial species, those with prior experience with electronic reporting software, and vessels interested in assisting with the development of electronic reporting systems for fixed gear deployment are needed to provide long-term tow-by-tow data recording, either through the NEFSC Fisheries Logbook Data Recording System (FLDRS), or through sector management electronic reporting tools capable of recording and transmitting the necessary data elements as determined by the NEFSC, collection of automated oceanographic data in conjunction with fishing activities, and testing of real-time data transmission systems.

3. SCOPE

The NEFSC Cooperative Research Program, along with other research branches within the NEFSC, requires Contractor support in one or more areas of scientific investigation. The Cooperative Research Program complements other NMFS programs and contributes to improved fishery stock assessments, understanding the impact of management measures, and developing oceanographic data collection programs associated with fisheries. Supported research projects for this contract will require participation by commercial trawl and fixed gear vessels fishing for monkfish, groundfish, Atlantic herring, Atlantic mackerel, long-finned squid and other mid-Atlantic commercial species. Those with prior experience with electronic reporting software, and vessels interested in assisting with the development of electronic reporting systems for fixed gear deployment are encouraged to apply.

The Contractor shall assist in collecting and confirming tow-by-tow data through an electronic logbook system and a web based data confirmation system. This will be accomplished through use of the NEFSC FLDRS software, or sector management electronic reporting tools capable of recording and transmitting the necessary data elements, as determined by the NEFSC. The contractor will also support the use and development of oceanographic data collection systems consistent with the vessel's normal fishing practices, real-time data transmission systems, and the testing of new hardware, software, and data collection protocols. Various software packages may be installed on the vessel's dedicated reporting laptop at the direction of the Contracting Officer's Technical Representative (COTR).

Work shall be on a schedule consistent with the vessel's fishing practices and agreed-upon research projects.

Section I
Statement of Work

4. PLACE OF PERFORMANCE

The place of performance for this contract is inshore and offshore waters of the Northeast and Mid-Atlantic.

5.0. APPLICABLE DIRECTIVES

5.1. Vessel Safety

The Contractor shall ensure a United States Coast Guard (USCG) Fishing Vessel Safety Inspection has been passed within one (1) year of the date of award. The vessels shall meet all safety, firefighting and lifesaving equipment requirements as found in applicable sections of Title 46 of the Code of Federal Regulations (CFR), Part 28. The vessel shall be outfitted with personal floatation devices and survival craft of sufficient number and capacity to accommodate all on board including visiting scientific party and of the type required for a vessel of its size, class, and service in accordance with 46 CFR. Survival suits for the ship's crew must be provided by the Contractor; the scientific party shall provide their own survival suits. The Government reserves the right to inspect the vessels for safety, firefighting and lifesaving capabilities in accordance with a memorandum of understanding between NMFS and the USCG prior to award and commencement of the work under this contract.

5.2. Stability

The vessel shall be of a design and shall be operated and maintained in a condition that warrants it seaworthy and stable in accordance with the American Bureau of Shipping's Guide for Building and Classing Fishing Vessels and the 46 CFR, Part 28, Subchapter E as applicable, taking into consideration itinerant loads identified herein.

5.3. Material Condition, Structural and Watertight Integrity

Throughout performance of this contract, the Contractor shall maintain a record of one or more of the following, reflecting the vessel's current configuration, as evidence of the vessel being maintained in a seaworthy condition: evidence of a drydocking survey, or underwater survey in lieu of drydocking, and an internal structural examination within two (2) years; or proof of satisfactorily passing an inspection completed by the Contractor's marine insurance carrier. If the insurer inspection report occurred more than one (1) year prior to contract award, a current inspection may be requested by the NEFSC if the current vessel configuration differs from the description in the insurance inspection report. The Government reserves the right to inspect the vessel's material condition with respect to maintenance of vital systems, vessel configuration, and watertight integrity prior to award.

5.4. Regulatory Compliance

The vessel shall be outfitted, operated and maintained to meet all applicable federal, state and local environmental, health, safety and pollution control regulations. The Contractor shall have on board during the currency of this contract all certificates, records and other documents required by applicable laws and regulation including a "Certificate of Financial Responsibility" meeting requirements of the U.S. Coast Guard for vessels over 400 tons. Vessel must not have any current operator or vessel permit sanctions.

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5.5. Exempted Fishing Permits

The Contractor shall comply with the conditions set forth in any Exempted Fishing Permits (EFP) issued to the vessel, including reporting requirements through the Interactive Voice Recording (IVR) System.

6.0. QUARTERLY PERFORMANCE REQUIREMENTS

6.1. General Quarterly Performance Requirements - On a quarterly basis, the Contractor shall:

- a. Provide approved equipment and hardware for tow-by-tow fishery data collection: See Section 6.2 below. Oceanographic data collection, telemetry, and any other specialized equipment will be provided by the NEFSC.
- b. Participate in onshore and at-sea training and troubleshooting on fishery and oceanographic reporting software, consistent with the vessel's normal fishing practices.
- c. Report tow-by-tow data during normal commercial fishing trips.
- d. Use the reporting web portal for confirming data.
- e. Provide feedback on the development and utility of associated software and hardware systems; and
- f. Ensure that no subcontractor management issues negatively affect the performance of the requirements under the contract, including data quality.

6.2. Information Technology and Equipment Requirements

The Contractor shall provide a computer which shall be used to collect the Study Fleet tow-by-tow data, and will be wired into the vessel's sounding equipment to automate filling required data fields. A secondary GPS unit may be required which will be integrated with the computer or data collection equipment.

If FLDRS software is used and data transmission of the electronic logbook data will occur via a vessel monitoring system (VMS), the vessel's VMS must be connected to the Study Fleet laptop. In this case, all fishery declarations and reporting requirements shall be made via the Study Fleet computer. Captain and crew should be aware that Study Fleet staff may have access to VMS email records unless they are routinely deleted from the computer.

The Contractor must have fully functional equipment within 30 days of contract award. The minimum requirements for participation using FLDRS software use are:

1. Dedicated Laptop Computer with the following minimum specifications:
 - a. Operating System: Windows 7 or 10 (32 or 64-bit) operating system. Note: Windows Vista has led to multiple technical issues and Windows 8 and Apple (Mac) products have not been tested.
 - b. Processor: I3 or later.
 - c. Hard drive: 60 GB minimum.
 - d. Memory: 2+ GB.
 - e. USB 3.0 ports: Min of 3 ports +.
 - f. 48x-CDRW Drive.
2. Dedicated GPS Receiver – must interpret NMEA 0183 data sentences - Note: Furuno and Northstar units have been used with great success: the Global Stat BU-353 USB GPS is a USB-port enabled GPS that has also worked well.

Section I
Statement of Work

3. Battery Backup/Surge Protection.
4. 4-port Serial to USB Converter or a single serial-to-USB converter for each required data feed (2+).
5. One USB 2.0 Flashdrive: 2+ GB (allows backup and land transmission of files).
6. Optional Equipment:
 - a. Serial port: RS232 serial port (highly recommended but not essential if compatible serial-to-USB converters are purchased).
 - b. Internal or External WiFi device and connectivity highly recommended (not required but will allow for data submission via internet rather than VMS).

6.3. Contractor Attendance at Government Provided Training

At the direction of the COTR, the Contractor shall attend training necessary for use of the tow-by-tow software as well as for the web-based confirmation system. Initial training will take place within the first full fiscal quarter of the contract period. Most training can be done on the vessel. Follow-up training and troubleshooting will be scheduled by the NEFSC Study Fleet contact based on fishermen's comments as well as preliminary analyses of the data collected. The Contractor shall attend follow-up training on an agreed-upon schedule at the direction of the COTR.

6.4. Contractor Participation and Support of Coordination Meetings

On a periodic basis, the Contractor shall meet with Study Fleet staff members at the vessel in order install systems, discuss any technical issues, provide feedback, offer suggestions and allow for the download and archiving of supplementary data. Trouble-shooting meetings between the vessel operator and the NEFSC field technician may be necessary after the first initial trips, and with new software and hardware installations. These meetings may occur at the dock or while at sea during fishing operations on an agreed upon schedule. Regular check-up meetings at the vessel will occur throughout the contract period.

6.5. Electronic Logbook and Oceanographic Data Reporting

The Contractor shall provide electronic logbook reporting (tow-by-tow), collection of oceanographic data, and recording of dynamic data elements such as gear parameters when applicable through the FLDRS logbook software or Study Fleet-approved sector reporting software. This data shall be submitted to the NEFSC Cooperative Research Program. Vessel operators who are required to file vessel trip reports (VTRs) with the National Marine Fisheries Services (NMFS) - Northeast Regional Office (NERO), must continue to do so, and may do so via paper VTRs, or through eVTR on the FLDRS system or other approved eVTR systems. Vessel operators shall use the tow-by-tow electronic logbook software on all trips during the period of this contract. All electronic trip data shall contain Captain's hail amounts of both the retained and discarded portion of the catch. Within five (5) days of contract award, the Contractor shall sign a waiver agreeing to the release of all data collected during the contract period. The waiver is provided as Attachment A – Data Waiver.

6.6. Reporting and Performance Periods

It is understood that seasonal area or fishery closures may occasionally result in a Contractor not conducting fishing trips for a period of time, not likely to exceed one (1) reporting quarter. Not fishing for a period of two (2) consecutive quarters during the contract period shall be considered grounds for termination for cause unless written justification is provided describing the regulatory requirements or sector policies responsible for this period of non-activity.

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Statement of Work

6.7. Data Transfer

The Contractor shall transfer data from the vessel to NEFSC databases. This may be accomplished through the Boatracs VMS system, through wireless data services, through a combination of both, through a program-provided telemetry system, or through Study Fleet-approved sector management tools. Data transmission through VMS services may require an increase in vendor data allowance, and can only be accomplished using Boatracs systems. Alternative VMS vendors have not made the necessary accommodations to support VMS trip transmissions.

6.8. Trip Data Confirmation via Web Portal

The Contractor shall review and confirm trip data via the web portal within 30 days of landing. This may be accomplished through either a shore-based computer with internet access, or via an onboard computer with a mobile broadband card and data plan. Within five (5) days of contract award, the Contractor shall sign a Non-disclosure form for use of government network systems to receive access to the Web Portal. The Non-disclosure form is provided as Attachment B – Non-Disclosure Form for Use of Government Network Systems.

6.9. Contractor Support of NEFSC Staff on Vessel Deployment

Within each contract year, NEFSC staff will sail with the vessel periodically to:

- a. Conduct independent verification of catch and effort estimates;
- b. Test new logbook modifications, and
- c. Test other electronic data collection tools.

Within each contract year, the Contractor shall provide up to 20 days of field staff deployment at sea. The Contractor shall be responsible for providing meals and bunk accommodations to staff during these trips and shall cooperate fully with field staff in scheduling staff deployments at mutually agreeable times. Additional vessel insurance will NOT be required for NEFSC Field technician deployment.

7.0. OPTION ITEM FOR DELIVERY OF WHOLE FISH SAMPLES – CLIN 0002

7.1. General Description of the Option Item

Whole fish samples may be required for specific projects and during specific periods of time during the contract year, and will be compensated as described in Section 7.2.

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Statement of Work

7.2. Pricing for Option Items

Base prices for biological samples are provided in the contract schedule under Contract Line Item (CLIN) 0002 and CLIN Sub-Line Item Numbers (SLINs). The base prices have been determined from examining the average US price listed in Fisheries of the US, as well as New England regional port prices as identified below:

SUB-CLIN	FISH TYPE	QTY	COST
0002a	Atlantic Cod	1 lb	\$3.35
0002b	Winter Flounder	1 lb	\$3.00
0002c	Summer Flounder	1 lb	\$4.25
0002d	Yellowtail Flounder	1 lb	\$2.50
0002e	Haddock	1 lb	\$3.00
0002f	Monkfish	1 lb	\$3.00
0002g	Tilefish	1 lb	\$3.00
0002h	Skates	1 lb	\$1.00
0002i	Atlantic Herring	1 lb	\$.75
0002j	Atlantic Mackerel	1 lb	\$1.00
0002k	Black Sea Bass	1 lb	\$4.75
0002l	Butterfish	1 lb	\$1.00
0002m	Halibut	1 lb	\$8.00
0002n	Illex Squid	1 lb	\$.75
0002o	Lobster	1 lb	\$6.25
0002p	Loligo Squid	1 lb	\$1.75
0002q	Ocean Perch (Redfish)	1 lb	\$1.75
0002r	Pollock	1 lb	\$1.75
0002s	Scup	1 lb	\$1.00
0002t	Sea Scallop (Cut)	1 lb	\$12.50
0002u	Silver Hake	1 lb	\$1.50
0002v	Spiny Dogfish	1 lb	\$1.00
0002w	Other Species	1 lb	\$2.00
0002x	Exempted Fish Permit (EFP) Fish up to 50 lbs	1 Lot	\$50.00
0002y	Exempted Fish Permit (EFP) Fish above 50 lbs	1 lb	\$1.00
0002z	Atlantic Cusk	1 lb	\$2.00

7.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to provide specific biological samples which must be collected and documented on the appropriate Study Fleet Program forms.

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Statement of Work

7.4. Process for Exercise of Option

Requests for samples will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

7.5. Increased Quantity

The contract schedule includes an item price for one unit of each possible sample type. Delivery of the added quantities of priced items shall continue at the same rate(s) as the like item(s) called for under the contract, unless the parties otherwise agree.

7.6. Contractor Special Packing, Marking and Delivery Requirements for Option Item

Under performance of this option, Contractors are required to use the Study Fleet logbook or approved sector reporting tow-by-tow software during the selected trips, and fish will be landed whole (not dressed), iced, and in marked fish totes provided by and delivered to Study Fleet staff.

7.7. Vessel Trip Report Application to Option Item

Operators responsible for VTR reporting should list all transactions for legal fish samples sold to Cooperative Research on the required VTRs; the dealer should be listed as “NMFS NEFSC Coop. Res., dealer permit number 3827” on their VTRs and in the Electronic Logbook software records.

7.8. Special Requirements for Exempted Fishing Permit (EFP) Fish

This Option includes samples of fish that are landed under an Exempted Fishing Permit (EFP), such as those that are under-sized or amounts which exceed the Federal landing regulations (See CLIN 0002, SLINs 0002x and 0002y). Fish delivered under EFP requirements must be reported through the EFP Interactive Voice Response (IVR) requirement.

8.0. OPTION ITEM FOR THE COLLECTION OF BIOLOGICAL INFORMATION AND OTHER RELEVANT SCIENTIFIC INFORMATION – CLIN 0003

8.1. General Description of the Option Item

The Government may require the Contractor to collect biological and other relevant scientific information on species requested by the NEFSC. Examples of this information are length frequencies and sex ratios of commercially important and bycatch species.

8.2. Pricing for Option Items

CLIN 0003 in the Schedule of Items and Prices provides the unit price for a day of biological sampling and other scientific information collection. One day of sampling will consist of the requested information to be recorded and delivered to the NEFSC for 50% of tows in a given trip.

Section I
Statement of Work

8.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to provide biological and other relevant scientific information as requested by the NEFSC. Sub-sampling procedures may be described in detail depending on the species sampled and the required information. Government training may be provided. A typical sampling or sub-sampling effort can range from 15 minutes to 30 minutes, and rarely more than 45 minutes per tow depending on the size of the tow. Sampling protocols will be designed to have negligible impact on the vessel's normal fishing activity. Sampling or sub-sampling may occur on 50% of the tows in a given trip.

8.4. Process for Exercise of Option

Requests for scientific information will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

8.5. Increased Quantity

The contract schedule includes an item price for one day of biological and scientific information collection. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

8.6. Contractor Special Packing, Marking and Delivery Requirements for Option Item

Under performance of this option, the Contractor is required to use the Study Fleet logbook or Study Fleet-approved sector reporting tow-by-tow software during the selected trips, and record and deliver the data in the format provided by the NEFSC.

9.0. OPTION ITEM FOR CONTRACTOR TRAVEL TO PARTICIPATE IN ADDITIONAL COOPERATIVE RESEARCH MEETINGS – CLIN 0004

9.1. General Description of the Option Item

The Government may require the Contractor to travel to participate in Cooperative Research meetings to discuss Study Fleet program results and future deployments. This travel is anticipated to consist of no more than one (1) to two (2) overnight stays with a total of approximately five (5) travel days per contract period. Meetings may consist of annual Cooperative Research meetings, Fishery Management Plan Working Group Meetings, or may be in conjunction with Fishery Management Council meetings.

9.2. Pricing for Option Items

The cost for this option will be processed as contract modification under CLIN 0004. For quote purposes a plug number of \$200.00 has been used. If the option is exercised, a price will be negotiated based on the actual travel needed.

A travel day will consist of more than eight (8) hours spent traveling to and from, and participating in a meeting. This item is inclusive of all possible travel expenses, to include but not limited to, transportation, lodging and meal expenses.

Section I
Statement of Work

9.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to travel to additional cooperative research meetings above those already described in Section 6.

9.4. Process for Exercise of Option

Requests for travel will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) days of required travel. Written notice may take the form of fax, email, letter, or other electronic medium.

9.5. Increased Quantity

The contract schedule includes an item price for one day of travel. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

10.0. OPTION ITEM FOR ADDITIONAL INSURANCE– CLIN 0005

10.1. General Description of the Option Item

The Government may require additional insurance for special projects should the need be determined by the COTR.

10.2. Pricing for Option Items

CLIN 0005 in the Schedule of Items and Prices provides the unit price for additional coverage consisting of a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million in excess of aggregate coverage for a block of 10 non-consecutive days.

10.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to provide additional coverage consisting of a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million for a block of 10 non-consecutive days.

10.4. Process for Exercise of Option

Requests for additional insurance will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

10.5. Increased Quantity

The contract schedule includes an item price for a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million for a

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block of 10 non-consecutive days. Delivery of the added insurance shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

11.0. ADDITIONAL WORK REQUIREMENT (AWR) FOR SPECIALIZED RESEARCH AND TESTING – CLIN 0006

11.1. Requirements for Testing

The Contractor may be requested to engage in more extensive research and testing of new equipment and approaches that may be separate from fishing activities through the performance of additional services requests. With the availability of additional financial resources, the NEFSC COTR will oversee the allocation of funding for additional services requests. These requests will be processed as contract modifications under CLIN 0006. For quote purposes a plug number of \$500.00 has been used. If the option is exercised, a price will be negotiated based on the actual services needed.

Research and testing shall be in support of broader applications of tow-by-tow and oceanographic data collection and transmission. Some examples of recent and potential research and testing areas are:

- a. Specialized sampling to detect habitat differentiation.
- b. Specialized testing of reporting software for fixed gear fisheries.
- c. Integration and Use of Radio Frequency Identification Equipment.

The Contractor shall be able to perform additional test requirements during the contract period of performance without causing delay or disruption to the performance of the basic services or option items under this contract, any other contract, or any other work in process for the Government.

As the need for research and testing services may arise, the Contracting Officer will issue to the Contractor proposed Additional Work Requirements (AWR) to accomplish the testing described in this section. AWRs will specify work to be performed. The terms and conditions set forth in the contract will always apply. The pricing arrangement, the cost or price, and the period of performance will be established for each AWR. When authorized in the AWR, the following items may be reimbursable: supplies, equipment, and travel. The period of performance of an AWR will not extend past the contract's expiration date.

The AWR will be issued by a contract modification on a Standard Form-30 and will be subject to the terms and conditions of the contract. The contract shall govern in the event of a conflict with any AWR. The Contracting Officer and Contractor shall reach agreement on the material terms of each AWR prior to its issuance.

11.2. AWR PROPOSALS

The response to requests for planned AWRs shall contain the following, at a minimum:

- a. Number of test or research days.
- b. If applicable, proposed travel, broken out into number of trips, number of travelers, and duration of trip (including transit time) for each destination. Cost detail shall be shown for all items, including commercial transportation, daily per diem rate(s), personal mileage, daily car rental, etc.
- c. An explanation and basis for each item of "other direct costs" proposed, such as, materials or reproduction costs.

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12.0. OPTION ITEM FOR CONTRACTOR PARTICIPATION AT LOCAL STUDY FLEET MEETINGS – CLIN 0007

12.1. General Description of the Option Item

The Government may request the Contractor to participate in local meetings to discuss Study Fleet program results and future deployments. These meetings will be within a local range and for duration of less than five (5) hours (Generally 2-3 hours).

12.2. Pricing for Option Items

CLIN 0007 in the Schedule of Items and Prices provides the base price for participation in a local Study Fleet meeting for less than five (5) hours. For quote purposes a plug number of \$50.00 has been used. If the option is exercised, a price will be negotiated based on the actual travel needed.

12.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to participate in meetings additional to individual contractor meetings with Study Fleet staff already described in Section 6.

12.4. Process for Exercise of Option

Requests for Contractor participation in meetings will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) days of the required meeting. Written notice may take the form of fax, email, letter, or other electronic medium.

12.5. Increased Quantity

The contract schedule includes an item price for one local meeting of less than five (5) hours. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

13.0. Economic Price Adjustment for Option Item Prices

The Contractor warrants that the unit prices stated in the Schedule for Contract Line Item Number (CLIN) 0002 (and its SLINS), CLIN 0003, and CLIN 0005, are not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item.

The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

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a. The aggregate of the increases in any contract unit price under this clause shall not exceed 20 percent of the original contract unit price.

b. The increased contract unit price shall be effective—

1. On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
2. If the written request is received later, on the date the Contracting Officer receives the request; or
3. On the effective date of the approved NEFSC market price.

c. The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

d. No modification increasing a contract unit price shall be executed under this paragraph "C" until the Contracting Officer verifies the increase in the applicable established price.

Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

14.0. PERFORMANCE MEASUREMENT AND PAYMENT

14.1. Data Quality Standards

Data Quality Standards and performance payment adjustments will be effective beginning in the second full quarter of contract performance.

Required Services, Performance Standards, Acceptable Quality Levels (AQLs), Monitoring Methods, Evaluation Bases, and Incentive/Disincentives are captured in Table 1 Required Quarterly Performance Metrics.

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Table 1 - Required Quarterly Performance Metrics

Table 1 - Required Quarterly Performance Metrics					
Required Service	Performance Standard	Acceptable Quality Levels	Monitoring Method	Evaluation Basis	Incentive (Negative)
Attendance at routine vessel visits and training sessions	Vessel owner, captain and/or crew will be present for vessel visits and training sessions.	Vessel owner, captain and/or crew will be present for 75% of scheduled vessel visits and training sessions	Study Fleet Program contact log maintained by program staff	Quarterly	Contractor will not meet Tier 1 data quality standards.
Use of tow-by-tow reporting software during fishing activities without exceeding a 6 consecutive month period of non-fishing	Contractor will not demonstrate a prolonged period of time (> 6 months) without fishing activity unless written justification is provided describing the regulatory requirements or sector policies responsible for this period of non-activity.	100% compliance with requirement	Automated quarterly evaluation	Quarterly	Contractor will not meet Tier 1 data quality standards. Grounds for contract termination.
Review and confirmation of trip data within 30 days after landing	Contractor will log onto the Web Portal system, audit trip data collected in the ELB, edit data where appropriate and submit electronic signature via trip confirmation.	90% of trip data will be reviewed and confirmed within 30 days after landing	Automated quarterly evaluation	Quarterly	Contractor will not meet Tier 1 data quality standards.

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Performance Metrics for each individual fishing trip will be applied as provided in Table 2 – Required Performance Metrics Evaluated per Trip.

Table 2 - Required Performance Metrics Evaluated per Trip					
Required Service	Performance Standard	Acceptable Quality Levels	Monitoring Method	Evaluation Basis	Incentive (Negative)
Vessel captain will record species and estimated weights (both retained and discarded) for each fishing effort	ELB records will show captain hail estimates for retained and discarded catch for each tow.	90% of ELB tow records will show captain hail estimates for discarded catch	Automated quarterly evaluation	Fishing effort	Contractor will not meet Tier 1 data quality standards for the given trip.
Collection of additional 'dynamic' data elements	Additional data fields will be populated when the appropriate species is present and/or when fields are required by the software	90% of additional data fields will be populated when fields are required by the software	Automated quarterly evaluation	Vessel trip	Contractor will not meet Tier 1 data quality standards for the given trip.
Transfer of ELB data to NEFSC databases	Contractor will submit data to the Study Fleet Program at the end of each trip.	90% of trips will be successfully transmitted to NEFSC databases	Automated quarterly evaluation	Vessel trip	Contractor will not meet Tier 1 data quality standards for the given trip.

14.2. Quality Assurance and Monitoring

The Government's Quality Assurance monitoring, accomplished by the COTR (and others as designated) as described in the attached Quality Assurance Surveillance Plan (provided as Attachment C – Quality Assurance Surveillance Plan), will be reported by generating an automated Contract Quarter Performance Summary. This summary will document the COTR's understanding of the contractor's performance under the contract as determined by the automated, quarterly evaluation system to ensure that the requirements stated in the SOW are met.

14.3. Performance Incentives and Disincentives

Tiered Payment strategy will be employed which is based on contractor performance for a given quarter and the results of the automated, quarterly evaluation system. Payment Tiers will be as follows:

- a. Tier 1 - 'Excellent': All performance metric ACLs have been met; Contractor will receive 100% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).

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- b. Tier 2 - 'Acceptable': 1-2 deductions resulting from not meeting performance metric ACLs; Contractor will receive 75% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).
- c. Tier 3 - 'Unsatisfactory': 3 or more deductions resulting from not meeting performance metric ACLs; Contractor will receive 50% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).

Repeated reporting at the Tier 3 level will result in a Government finding of poor performance and will lead to non-exercise of the option to extend the term of the contract or possible termination for cause.

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1. FEDERAL ACQUISITION REGULATION (FAR) 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

(a). The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b). The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c). The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

(End of clause)

2. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015)
(Incorporated by reference: Available at <https://www.acquisition.gov/far>)

3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(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 items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 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 items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(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.

XX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (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.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (Contract Not over \$150K)

__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

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__ (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 (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

XX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

XX (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

XX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

XX (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(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.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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XX (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(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 2003) 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:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 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).

__ (6) 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).

XX (7) 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).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xii) 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).

(xiii) 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).

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(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

4. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.
(End of clause)

5. FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor any time during the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.
(End of clause)

6. FAR 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 15 days prior to expiration of the current contract period.
(End of clause)

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

(a) If more than 31 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification 60 days prior to the expiration date of the contract period of performance. This preliminary notification does not commit the Government to exercising the option.

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

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years (5) and six (6) months.

(End of clause)

8. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>

http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm

(End of clause)

9. FAR 52.202-1 DEFINITIONS (JAN 2012)

10. FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

11. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

12. FAR 52.232-1 PAYMENTS (APR 1984)

13. FAR 52.232.40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

14. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

15. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

16. FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

17. FAR 52.245-9 USE AND CHARGES (APR 2012)

18. COMMERCE ACQUISITION REGULATION (CAR) 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) Robbin Sowieja 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:

Northeast Fisheries Science Center

Robbin Sowieja

166 Water Street

Woods Hole, MA 02543

Phone Number: 508-495-2366

Email: robbin.sowieja@noaa.gov

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TECHNICAL POINT OF CONTACT

NOAA Nancy Foster Environmental Complex
Carolyn Woodhead
33 E. Quay Road
Key West, FL 33040
(978) 376-8837
Email: Carolyn.woodhead@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)

19. CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$0.00.

(c) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and

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\$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government as noted in Paragraph 9 Addendum to CAR 1352.228-70.

(End of clause)

20. ADDENDUM TO CAR 1352.228-70 INSURANCE COVERAGE

Vessel Liability - When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency (below), vessel collision liability and protection and indemnity liability insurance.

(a) Maintenance of Marine Insurance Coverage. Prior to award and for the remainder of the period of this Contract the Contractor shall maintain the customary full-form marine insurance coverage on the vessels including Hull and Machinery and Protection & Indemnity taking into account scientific personnel employed on board. For the period of the at-sea work, the P&I policy should be adjusted to ensure coverage up to \$1.0 Million per Scientist (3-5 Scientist depending on vessel capacity). The expense for such insurance coverage shall be for the Contractor's account and shall be deemed to be included in the hire payable under this contract. Copies of the Insurance Policy shall be provided by the Contractor as technical information within the quote package as outlined in the addendum.

(b) Notification to Government. Contractor shall to the maximum extent practicable, keep the Government, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any vessels' insurance policies as a consequence of this contract.

(End of clause)

21. CAR 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE – FIXED PRICE (APR 2010)

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

(End of clause)

22. CAR 1352.242-70 POST-AWARD CONFERENCE (APR 2010)

A postaward conference with the successful offerors may be required. If required, the Contracting Officer will contact the Contractor within 10 days of contract award to arrange the conference

(End of Clause)

23. CAR 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.

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Item No.	Description	Quantity	Delivery Date
0001	If using Fisheries Logbook Data Recording Software (FLDRS)	1 Copy of Software Code	Within 60 days after contract award
0002	Temperature Depth Probe	1 Each (EA)	Within 60 days after contract award
0003	Depth Probe Housing	1 EA	Within 60 days after contract award
0004	If using FLDRS - Manual – FLDRS Administrator Module	1 EA Hard Copy	Within 60 days after contract award
0005	If using FLDRS - Manual – FLDRS User Module	1 EA Hard Copy	Within 60 days after contract award

24. CAR 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:

Northeast Fisheries Science Center
Robbin Sowieja
166 Water Street
Woods Hole, MA 02543
Phone Number: 508-495-2366
Email: robbin.sowieja@noaa.gov (End of Clause)

25. CAR 1352.270-70. PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from September 1, 2016 through August 31, 2017. If an option is exercised, the period of performance shall be extended through the end of that period.

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

Period	Start Date	End Date
Option Period 1	September 1, 2017	August 31, 2018
Option Period 2	September 1, 2018	August 31, 2019
Option Period 3	September 1, 2019	August 31, 2020
Option Period 4	September 1, 2020	August 31, 2021

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

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

27. CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

28. CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

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29. CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

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

31. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS – LOW RISK CONTRACTS (APR 2010)

32. NOAA ACQUISITION MANUAL (NAM) 1330-52.203-70 SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT

(a) Definitions. As used in this provision –

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 provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_202/202-735-D.html

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.

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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:

a. 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

b. 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."

33. NAM 1330-52.215-70 - SCHEDULE OF DELIVERABLES

Following is a schedule of administrative deliverables required during the period of performance of this contract:

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Item	Description	Quantity	Due Date	Deliver to	Reference
0001	Stability letter if applicable	1	Within 60 days of award	CO, COTR	Section I, Paragraph 5.2
0002	Waiver signed by vessel owner agreeing to release of all data collected during the contract period.	1	Within 5 days of award	CO, COTR	Section I, Paragraph 6.5
0003	Non-Disclosure form for use of Government network Systems	1	Within 5 days of award	CO, COTR	Section I, Paragraph 6.8

34. NAM 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:

1. Included in NOAA's locator, and
2. 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 or 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 Contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

35. NAM 1330-52.242-70 SUBMITTAL OF INVOICES

(a). 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.

(b). Payment will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment. To constitute a proper invoice, the Contractor's invoice shall be prepared in accordance with, and contain all elements specified in FAR 52.212-4(g), "Invoices".

(c). Original invoices shall be mailed (via U.S. Postal Service) to the designated billing office as follows:

Northeast Fisheries Science Center
Robbin Sowieja
166 Water Street
Woods Hole, MA 02543
Phone Number: 508-495-2009
Email: robbin.sowieja@noaa.gov

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A copy of all invoices shall be mailed to the contract administration office as follows:

NOAA Eastern Regional Acquisition Division
Attn: Roberta Smith
200 Granby St.
Norfolk, VA 23510
E-mail: Roberta.H.Smith@noaa.gov

The designated payment office for this contract is:

DOC/NOAA Financial Office
20020 Century Boulevard
Germantown, MD 20874

(d). The Contractor will submit invoices to the Contract Officer's Technical Representative stating the hours worked, the task and/or equipment purchases made. A final invoice should be submitted with the final report, and will be paid when the final report and all tasks are reviewed and deemed to be complete by the Agency.

(e). The Government will return invoices that do not comply with these requirements. If the invoice does not comply with FAR 52.212-4(g), "Invoices", 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.

(End of Clause)

36. HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

(End of clause)

37. ASSURANCE BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (CLASS DEVIATION) (MARCH 2015)

(1) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by Consolidated and Further Continuing Appropriations Act, 2015 and subsequent appropriations acts may be used to enter into a contract with any corporation that -

(a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where an awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

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(b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) *By accepting this award or order, in writing or by performance*, the offeror/contractor assures that -

- (a) The offeror/contractor is not a corporation convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (b) The offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

38. STUDY FLEET STAFF DESCRIPTION OF RESPONSIBILITIES AT SEA

The Cooperative Research Study Fleet Program will periodically send members of staff to sea with partner vessels in order to analyze captain hail weight accuracy and to collect appropriate biological sample information. All data collected by Study Fleet staff will be made available to Study Fleet participants and summary reports will be created after each trip. Study Fleet staff has been trained in CPR, First Aid, AED and Marine Emergency Safety. The following outline lists staff responsibilities while at sea:

- a. Assist crew in the sorting of catch.
- b. Weigh vessel catch (retained and discards) using a scale and according to Study Fleet Program protocols; this must be done independently from the captain hail estimates and there must be no sharing of weight information so an unbiased comparison can be made after vessel trip data has been loaded to the database.
- c. Collect biological sample information based on based on Study Fleet Program protocols and sampling priorities. Examples may include but are not limited to: fish lengths, fish sex ratios, age sampling, species identification, weight comparisons, etc.
- d. Ensure proper care and preservation of collected biological samples
- e. Study Fleet staff will NOT operate vessel equipment.

Study Fleet staff will recognize the vessel captain as the ultimate authority while at sea. In the case of emergency, staff must follow the captain's orders which may include tasks outside of the 'normal' responsibilities in which case the vessel and crew will adhere to Emergency Instructions as set out in 46 CFR 28.265.

Section III
Solicitation Provisions

1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>
http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm

(End of provision)

2. FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

3. FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

4. FAR 52.225-25 -- PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

5. FAR 52.203-98, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

6. FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

7. ADDENDUM TO FAR 52.212-1

a. Any reference cited in this solicitation to an "offer" is changed to "quote" and any reference cited as "offeror" is changed to "quoter."

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Solicitation Provisions

b. Paragraph (f), Late submissions, modifications, revisions, and withdrawals of offers, of this clause is deleted in its entirety.

c. With the price quote, quoters shall submit the following technical information for Government review and evaluation using **Attachment D - Contractor Information Template**. **Additional sheets may be added if needed:**

1. Description of vessel characteristics and configuration, particulars and general arrangement (preferably with photos of deck configuration, berthing arrangement and wheelhouse electronics).

2. Description of vessel's commercial fishing history and any other information important in evaluating the vessel's fishing capability.

3. Captain's work experience and qualifications including licenses held, descriptions of research qualifications, past use of electronic reporting software, and past Cooperative Research work performed.

4. Past Performance Information on similar projects.

5. Copies of pertinent vessel documentation including a stability letter from a recognized naval architecture firm if applicable, a copy of the full-form marine insurance coverage on the vessels including Hull and Machinery and P&I and a copy of either a structural survey or insurance carrier inspection.

6. **Attachment A** - Data Waiver Form, signed by vessel owner agreeing to release of all data collected during the Cruise.

7. FAR 52.212-3 Offeror Representations and Certifications--Commercial Items (MAR 2015) must also be completed and returned with the quote if the Contractor is not registered in the System for Award Management (SAM).

(End of Addendum)

8. FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)

a. Multiple Awards. The Government anticipates making approximately 10-15 awards resulting from this solicitation

b. Basis for Award. The Government will make award(s) to the responsible quoter(s) whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, listed in descending order of importance, shall be used to evaluate quotes:

1. Vessel characteristics and configuration, particulars and general arrangement, including a list of vessel electronics and net mensuration systems.

2. Vessel's commercial fishing history, vessel's landings allocation letter from NMFS Northeast Regional Office and any other information important in evaluating the vessel's fishing capability.

3. Captain's work experience and qualifications including licenses held, descriptions of research qualifications, past use of electronic reporting software, and past Cooperative Research work performed.

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4. Past Performance – Identify vessel, master’s and crews past performance experience. Quoters shall demonstrate relevant past performance or affirmatively state no relevant past performance.

5. Price.

Factors 1-4, when combined, are significantly more important than price.

a. Options. The Government will evaluate offers for award purposes by adding the total price for the options (CLINS 0002 through 0011) to the total price for the basic requirement (CLIN 0001). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the options (0002-0011).

b. A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal, shall result in a binding contract without further action by either party. Before the quote’s specified expiration time, the Government may accept a quote (or part of a quote). Whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

9. FAR 52.233-2 SERVICE OF PROTESTS (SEP 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer:

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
ATTN: Amy McLiverty, Contracting Officer
FAX: 757-441-3426

by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Commerce
Contract Law Division, Office of the General Counsel
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W., Room 5893
Washington, DC 20230
ATTN: Ed Weber, Esquire
FAX: 202-482-5858

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

10. CAR 1352.215-72 INQUIRIES (APR 2010)

Quoters must submit all questions concerning this solicitation in writing to Roberta Smith, Contract Specialist at Roberta.H.Smith@noaa.gov. Questions should be received no later than five (5) calendar days

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after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

11. CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
Attn: Amy McLiverty, Contracting Officer
E-mail: amy.l.mcliverty@noaa.gov
Fax: 757-441-3426

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

U.S. Department of Commerce
Contract Law Division, Office of the General Counsel
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W., Room 5893
Washington, DC 20230
ATTN: Ed Weber, Esquire
FAX: 202-482-5858

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW. Washington, DC 20230. FAX: (202) 482-5858.

12. CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building,

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14th Street and Constitution Avenue, NW, Washington, DC 20230. FAX: (202) 482-5858.

13. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

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(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

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(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

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(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No:	Country of Origin:

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No:	Country of Origin:

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No:	Country of Origin:

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No:	Country of Origin:

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[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No:	Country of Origin:

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

Section III
Solicitation Provisions

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

Section III
Solicitation Provisions

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Section III
Solicitation Provisions

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____ (or mark “Unknown”).

Predecessor legal name: _____,
(Do not use a “doing business as” name).

14. ATTACHMENTS

Attachment A - Data Waiver Form (to be completed and submitted with quote)

Attachment B - Non-Disclosure Form for Use of Government Network Systems

Attachment C - Quality Assurance Surveillance Plan

Attachment D - Contractor Information Template (to be completed and submitted with quote)

Attachment E – Historical Guidance for Study Fleet Vessel Participation

Attachment F - Quick Start Guide for Entities Interested in Being Eligible for Government Contracts



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Northeast Fisheries Science Center
166 Water Street
Woods Hole, MA 02543-1026

NOAA/NMFS/NEFSC

NOAA's Deep Sea Coral Research and Technology Program

Contract Number:

Contractor:

Data Waiver

We agree to the release of all data collected while performing work under the above-referenced contract including:

- 1) All catch and discard information
- 2) Vessel's VMS data and other records of the vessel's location
- 3) GPS data, speed, RPM, and other available operations data during project activities
- 4) Operations, operating conditions and any vessel-related significant events
- 5) Gear specifications

Contractor Signature & Date



**NONDISCLOSURE AGREEMENT AND STATEMENT OF FINANCIAL INTEREST FOR NORTHEAST
FISHERIES SCIENCE CENTER (NEFSC) ACQUISITION FOR
RFQ EA133F-16-RQ-0543
ATTACHMENT B**

I understand that in connection with my participation in the NEFSC acquisition, I may acquire or have access to information relating to any aspect of that acquisition. I hereby agree that I will not discuss with or reveal to any representative of any governmental entity, business organization, other entity, or any individual person (except persons specifically authorized by the Contracting Officer (KO)), either within or outside the U.S. Government, any aspect of the NEFSC acquisition. The term "any aspect of the NEFSC acquisition" includes, but is not limited to, information contained (or to be contained) in any acquisition documentation created by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration pursuant to FAR Subpart 7.1, requests for quotations/proposals, source selection information (as that term is defined in FAR § 2.101), trade secrets and other proprietary information (18 U.S.C. §§ 1832, 1905), the number and identity of Government personnel involved, and the schedule of key technical and acquisition events in the acquisition process. Except as specifically authorized by the KO, release of such information is not authorized. I agree that this obligation shall continue both during the period of my current participation and thereafter.

I recognize that a significant factor in the successful and proper completion of the NEFSC acquisition is the strict confidentiality observed by all participants in the various evaluations, review, and discussion groups concerning all of the activities and procedures involved in acquisition development, and that failure to comply with these requirements may compromise the award decision. I acknowledge that the unauthorized release of acquisition information may result in the termination of my participation in this acquisition. Furthermore, I am aware that the unauthorized release of such information may subject me to criminal and civil penalties and adverse personnel actions.

In the event that I release any information described above or become aware that someone else has released such information, I agree to so advise the Contracting Officer. When advising the Contracting Officer, I will provide him/her with the following information: (1) the business organization or other entity, or individual person, to whom the information in question was divulged, (2) the identity of the person that disclosed the information, and (3) the content of the information.

I further affirm that if I am notified of the identity of offerors, their subcontractors, joint venture partners, and team members by whatever means, I will (1) disclose to the Contracting Officer and to DOC Office of Counsel, Contract Law Division and Ethics Division whether I or any member of my immediate family* have any holdings or interest whatsoever in any offeror, their subcontractors, joint venture partners, or team members, and (2) if I or a member of my immediate family* acquire holdings or interest in any offeror, their subcontractors, joint venture partners, or team members, notify the Contracting Officer and will not participate in any aspect of the NEFSC acquisition unless authorized to do so by the Contracting Officer and DOC Office of Counsel Contract Law Division and Ethics Division. If I am a DOC or DOC/NOAA employee and have been required by the Contracting Officer to complete the OGE Form 450 or SF 278, a copy of my most recent OGE Form 450 or SF 278 is on file or is to be submitted prior to my participation in the NEFSC acquisition.

Signature and Date

Department/Bureau/Line Office/Sub-Office

Printed Name

Phone Number

* The interest of a spouse, minor child, or other member of the employee's immediate household is reported in the same manner as an interest of the employee.

ATTACHMENT C – RFQ EA133F-16-RQ-0543

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR THE
NOAA/NEFSC STUDY FLEET PROGRAM**

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) for Study Fleet Program Contractors. This performance-based plan sets forth the procedures and guidelines that the NOAA Fisheries Study Fleet Program will use in evaluating the technical performance of contracted vessel participants.

2.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. QASP changes shall be done bilaterally and in writing through mutual agreement of the parties through contract modification. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

3.0 PERFORMANCE STANDARDS

Performance standards define desired services. The Government monitors contractor performance to determine if contractor participation is 'Excellent', 'Acceptable', or 'Unsatisfactory'.

Data Quality Standards - After the first full quarter of electronic reporting under this contract, payment will be tiered based on quarterly reporting and data confirmation that satisfies data quality standards. A report detailing the vessel's Study Fleet activity (~~Attachment 1: Fiscal Quarter Performance Summary~~) will be automatically generated at the end of each quarter to determine if all quarterly performance requirements meet data quality standards.

4.0 PERFORMANCE INCENTIVES

4.1 TIERED COMPENSATION LEVELS

The Government shall use Tiered Compensation Levels (TCL) as incentives. Incentives shall be based on performance standards evaluated at the end of each performance quarter as described in Deductions will be assigned for requirements that do not meet the data quality standards provided in Section 13.1 Data Quality Standards to the Study Fleet Contract The Government shall use the total number of deductions each quarter to determine contractor performance and shall compare contractor performance to the Tiered Compensation Levels (TCL).

The TCLs are as follows:

Tier 1 - 'Excellent'

Tier 2 - 'Acceptable'

Tier 3 - 'Unsatisfactory'

4.2 INCENTIVES

A Tiered Payment strategy will be employed which is based on contractor performance for a given quarter and the results of the automated, quarterly evaluation system.

Payment Tiers will be as follows:

- a. Tier 1 - 'Excellent': All performance metric ACLs have been met; Contractor will receive 100% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years).
- b. Tier 2 - 'Acceptable': 1-2 deductions resulting from not meeting performance metric ACLs; Contractor will receive 75% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years)..
- c. Tier 3 - 'Unsatisfactory': 3 or more deductions resulting from not meeting performance metric ACLs; Contractor will receive 50% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years).

5.0 PROCEDURES

5.1 ROLES AND RESPONSIBILITIES

5.1.1 GOVERNMENT

The following personnel shall oversee activities conducted under the contract agreement.

- a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and

shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

- b. Contracting Officer's Technical Representative (COTR) - The COTR is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. The COTR will have the responsibility for completing QA monitoring procedures used to document the evaluation of the contractor's work performance.

5.1.2 CONTRACTOR

Contractor personnel are responsible for ensuring that satisfactory performance levels are met during each performance period. This typically includes the vessel captain and crew who use Electronic Logbook software; however, ultimate responsibility lies with the vessel owner and/or the appropriate corporation or company.

5.2 PERFORMANCE MONITORING

In an effort to minimize the contract administration burden, a simplified and unbiased method of evaluation shall be used by the Government to evaluate contractor performance.

- 5.2.1 An automated, quarterly evaluation system will be employed which will characterize contractor performance compared to the Performance Requirements outlined in the PWS (refer to QASP Attachment 1 – Fiscal Quarter Performance Summary). This system will objectively determine the contractor's appropriate rating level based upon their participation and will be based on the Performance Metrics provided at Section 13.1 to the Study Fleet Contract.
- 5.2.2 Routine visits will be made to contractor vessel(s) by Study Fleet Program staff approximately once per month, or more when required. All Study Fleet staff interaction with participant vessels will be logged in the Contact Log of the Study Fleet Management System.

5.3 QUALITY ASSURANCE (QA)

- 5.3.1 The Government's QA monitoring, accomplished by the COTR (and others as designated by the CO or COTR) will be reported using Attachment 1 - Fiscal Quarter Performance Summary. The form, when completed, will document the COTR's understanding of the contractor's performance under the contract as determined by the automated, quarterly evaluation system to ensure that the requirements stated in the PWS are met.

5.3.2 Quality Assurance monitoring will occur throughout the period of the contract. However, contractors will not be assessed according to the Performance Monitoring standards until completion of the first full fiscal quarter of the contract; this will allow for proper installation, systems training and the development of data recording habits. During this interim period (the first full contractual fiscal quarter), all contractors will receive 100% of their quarterly payment; all subsequent fiscal quarters will be subject to Performance Monitoring standards.

5.3.3 The COTR will retain a copy of all completed QA monitoring forms.

6.0 FAILURE TO PERFORM

Failure to perform at the Tier I and Tier II levels may result in non-exercise of contract options or possible termination for cause.

6.1 NOTIFICATIONS

Contractors will receive a copy of the Fiscal Quarter Performance Summary after each performance period. Contractors performing at the Tier III level will be notified in writing after the first quarter of 'Unsatisfactory' performance.

6.2 TERMINATION

Repeated performance at the Tier III level may lead to failure to award contract options or possible termination of the contract for cause. 'Unsatisfactory' performance (Tier III) during two or more consecutive performance periods will be considered as immediate grounds for termination of the contract for cause per contract clause Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions – Commercial Items, subparagraph (m) Termination for Cause.

7.0 LIST OF ATTACHMENTS

Attachment 1 - Fiscal Quarter Performance Summary

**Attachment D - Study Fleet Contractor Information Template
RFQ EA133F-16-RQ-0543**

VESSEL DETAILS			
Vessel Name:			
Home Port/State:			
Vessel:	Permit #:	Hull ID:	
USCG Insp. Sticker:	Mo:	Life raft capacity:	
	Yr:		
EPIRB:	Y N	Location:	
Construction:	Year:	Shipyard:	
Measurements:	Length:	Beam:	Draft:
Tonnage:	Gross:	Net:	
Engine:	mk/model:	Year:	HP:
Accommodations:	Head: Y N	# of Bunks:	
Vessel Email:	Satellite Phone:		
Owner/Company:			
Company Contact:	email:		
Address:			
Office Phone:			
Cell Phone:			
Fax Number:			
Company Duns No.			
CAPTAIN DETAILS			
Primary Captain:			
Operator #:			
Yrs. as Captain:			
Cooperative Research Experience:			
Secondary Captain:			
Operator #:			
Yrs. as Captain:			
Cooperative Research Experience:			

VESSEL ELECTRONICS						
Primary GPS:	Make:	Model:	Software version:			
Depth Sounder:	Make:	Model:				
VMS:	Y N	Brand:	MCT/Serial:			
Net/Gear Sensors:						
Other Electronics:						
Electronic Tech.:	City, ST:			Phone:		
FISHING ACTIVITIES						
Permit(s) Held:	(include length of time in each fishery)					
Type of Gears Used:						
Areas Fished:						
Avg # Days Fished Per Year						
Crew Size:	(including captain)					
Max. Trip Length:	# Days:	Trip limitation:	fuel crew	H ₂ O	provisions	stability
Catch Storage:	# Freezers:	Ref. Seawater:	Y N	Ice:	Y N	
Conveyor:	Y N					
VESSEL INSURANCE						
Insurance Carrier:						
Address:					State:	Zip:
Contact:						
Phone:						

- Include Photocopies of:
- Vessel Fishing permits
 - Stability Letter/Insurance Carrier Inspection
 - Current Insurance Policy
 - Landings allocation letter from NMFS

Additional Applicant Comments:

List below, similar jobs, which you have successfully performed in the past, for the U.S. Government and other Companies.

PAST PERFORMANCE INFORMATION						
	Point of Contact	Year	Contract Amount	Government Agency	Contract Number	Dollar Amount
1						
2						
3						

Include Photocopies of:

- Stability Information, if applicable
- Insurance Carrier Inspection/Survey
- Medical Certifications- First Aid/CPR/AED
- If possible, photos of deck, berthing, and wheelhouse electronics
- Licenses held by Captain and Crew
- Current Insurance Policy

**Attachment E: Historical Guidance for Study Fleet Vessel Participation
RFQ EA133F-16-RQ-0543**

The Northeast Fisheries Science Center (NEFSC) Cooperative Research Program has developed an electronic logbook system that supports detailed tow by tow recording of fishing effort and catch (kept and discarded portions) with associated temperature and depth data. During the logbook development, and subsequently, commercial fishermen have been hired under contract to use the system to report catch and effort data on a tow-by-tow basis under normal fishing operations, and test new versions of software and data collection equipment

The contractor shall assist in collecting and confirming tow-by-tow data through an electronic logbook system and a web based data confirmation system. This will be accomplished through use of the Study Fleet FLDRS software, or sector management electronic reporting tools capable of collecting the necessary data elements. Contractors will record data with this equipment while in normal fishing mode. The contractor will also assist in testing additional system capabilities related to software updates, GPS polling, time-temperature-depth probe use, and tasks associated with testing of the data confirmation system. Work will be on an intermittent schedule consistent with the vessel's fishing practices.

A laptop computer with certain specifications and means to transfer the data will be required for participation under this contract. The contractor may also be asked to participate in meetings, either local or requiring travel, and may be asked to collect additional biological information while fishing, such as fish lengths or sex. Participation in these additional activities will occur on an agreed-upon basis. The following historical pricing information is provided for use in developing applicant quotes.

Contract Line Item 001:

Performance Requirement 6.2: Required Hardware. Hardware expenses have historically ranged from \$800-\$1,200 (see breakdown below). Equipment installation has ranged from \$300-\$400.

Performance Requirements 6.7 & 6.8: The Contractor shall transfer data from the vessel to NEFSC databases and review and confirm trip data. Vessels may transmit their trip data via VMS, through an online reporting portal from a shore-based computer with internet access, through a wireless laptop connection and data service plan onboard the vessel, or through approved sector reporting systems. Vessels which are required to use a Vessel Monitoring System (VMS) may use this system for transferring Study Fleet data from the vessel to the NEFSC. Currently, VMS transmission of data can only occur on those vessels using Boatrac systems. The increased data capacity necessary for VMS transmission of Study Fleet data has historically cost approximately \$80 per month, or \$960 annually. Trip data may be transmitted from a shore-based computer, or via a wireless laptop connection and data service plan onboard the vessel. Historical pricing for

a mobile broadband card ranges from \$0-100 with data service plans ranging from \$40-100 per month.

Contract Line Item 002:

Performance Requirement 7.0 is a contract option which may be exercised only at the Government's request and provides additional payment for fish sample purchases. Fish prices are included in the PWS and should not be included in the quote.

Contract Line Item 003:

Performance Requirement 8.0 is an option item for the collection of biological information and other relevant scientific information, such as fish lengths or sex. Experience with various universities and other bio samplers indicate that a price of approximately \$100 per day has historically been provided for this type of work.

Contract Line Item 004:

Performance Requirement 9.0 is an option item for contractor travel to participate in cooperative research meetings. A placeholder figure of \$200 is included on the quote sheet. If exercised, a negotiated price based on the agreed upon travel will be used to exercise this option.

Contract Line Item 005:

Performance Requirement 10.0 is an option item for additional insurance The quote for this requirement should be reflective of the price of an insurance rider providing coverage for one (1) NEFSC staff at a minimum level of \$1.0 million for a period of 10 non-consecutive days. Historical pricing for this insurance has ranged from \$300-\$1,000 depending on current level of coverage.

Contract Line Item 006:

Performance Requirement 11.0 is a contract option for additional work. No price guidance is provided for this option. A placeholder value of \$500 is included in the quote sheet. If exercised, this option will be priced in the form of a negotiated price per day in a separate process when the work is available, according to the PWS.

Contract Line Item 0007:

Performance Requirement 12.0 is a contract option which may be exercised only at the Government's request and provides additional payment for participation in local meetings less than five hours in duration. The base price of \$50 per meeting is included in the contract schedule.

Contract Line Items 0008, 0009, 0010, & 0011

These line items are options to continue the basic electronic reporting services for option years 1, 2, 3, and 4 and should be reflective of Contract Line Item 1: Performance Requirements 6.3-6.9.

Breakdown of Minimum Vessel Electronics and Equipment Specifications:

Within 30 days of contract award, the Contractor shall provide a computer with the following specifications: A secondary GPS unit may be required which will be integrated with the Study Fleet computer or data collection equipment. Historical information indicates the following price guidance for this equipment.

Required Equipment for FLDRS use:

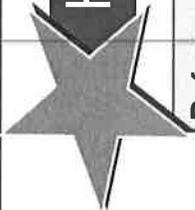
1. Dedicated Laptop Computer with the following minimum specifications: **(\$800)**
 - a. Operating System: Windows 7 or 10 (32 bit or 64 bit versions);
Note: Windows Vista has led to multiple technical issues and Apple (Mac) products have not been tested
 - b. Processor: I3 or later
 - c. Hard drive: 60 GB minimum
 - d. Memory: 2+ GB
 - e. USB 3.0 ports: Min of 3 ports+
 - f. 48x-CDRW Drive
 - g. Serial port: RS232 serial port (highly recommended but not essential if compatible serial-to-USB converters are purchased)
 - h. Internal or External WiFi device highly recommended (not required but will allow for data submission via internet rather than VMS)
2. Dedicated GPS Receiver – must interpret NMEA 0183 data sentences **(\$200) Note: Furuno and Northstar units have been used with great success: the Global Stat BU-353 USB GPS is a USB-port enabled GPS that has also worked well**
3. Battery Backup/Surge Protection **(\$50)**
4. 4-port Serial to USB Converter or a single serial-to-USB converter for each required data feed (2+) **(\$150)**
5. One USB 2.0 Flashdrive: 2+ GB (allows backup and land transmission of files) **(\$25)**

Recommended Accessories:

1. Trackman or Trackball Mouse **(\$30)** (highly recommended)
2. External Keyboard **(\$30)** (recommended for fixed gear and wet wheelhouses)
3. Laptop Locking Cable **(\$40)**



Quick Start Guide for Entities Interested in Being Eligible for Government Contracts



How to register your entity to be eligible for CONTRACTS in SAM:

Before you register, you need to know the following:

What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.

Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.

Your Entity's Taxpayer Identification Number (TIN)

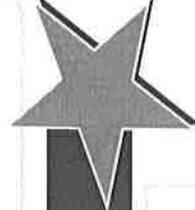
You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit: www.irs.gov/businesses/small/article/0,,id=102767,00.html
- Activating a new EIN with the IRS takes 2-5 weeks.

Steps For Registering Your Entity in SAM

1. Go to www.sam.gov
2. Create a Individual Account and Login
3. Click "Register New Entity" under "Register/Update Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "Yes" to "Do you wish to bid on contracts?"
6. Complete "Core Data"
 - ✓ Validate your DUNS information
 - ✓ Enter Business Information (TIN, etc.)
 - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - ✓ Enter General Information (business types, organization structure, etc)
 - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
 - ✓ Executive Compensation
 - ✓ Proceedings Details
7. Complete "Assertions"
 - ✓ Goods and Services (NAICS, PSC, etc.)
 - ✓ Size Metrics
 - ✓ EDI Information
 - ✓ Disaster Relief Information
8. Complete "Representations and Certifications"
 - ✓ FAR Responses
 - ✓ Architect-Engineer Responses
 - ✓ DFARS Responses
9. Complete "Points of Contact"
10. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: www.sam.gov

Contact the SAM Help Desk: www.fscd.gov