

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 22 Mar 2012	2. CONTRACT NO. (if any) EA133F12CQ0014	6. SHIP TO: FM721073	
3. ORDER NO. T0001	4. REQUISITION/REFERENCE NO. NFFM7210-12-02324	a. NAME OF CONSIGNEE NOAA NORTHEAST FISHERIES SCIENCE CENTER Ult Dest: FM721073	
5. ISSUING OFFICE Address correspondence to: AJ930073 NOAA/EASTERN REGION ACQUISITION 200 GRANBY STREET SUITE 815 NORFOLK, VA 23510 TIMOTHY WAMPLER 757.441.6563		b. STREET ADDRESS 166 WATER STREET	
7. TO: 00000328	TIN: 67635910	c. CITY WOODS HOLE	e. ZIP CODE 02543-1026
a. NAME OF CONTRACTOR MRAG AMERICAS INC DUNS: 109173398		d. STATE MA	
b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 10051 5TH ST N STE 105		8. TYPE OF ORDER	
d. CITY SAINT PETERSBURG	e. STATE FL	f. ZIP 33702-2211	
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		B. OBLIGATED AMT: \$ [REDACTED]	
10. REQUISITIONING OFFICE NOAA - NEFSC		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. Small <input type="checkbox"/> b. Other than small <input type="checkbox"/> c. Disadvantaged <input type="checkbox"/> d. Women-owned <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. Emerging small business <input type="checkbox"/> g. Service-disabled veteran-owned	

12. F.O.B. POINT DESTINATION	13. PLACE OF a. INSPECTION b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 30 June 2012	16. DISCOUNT TERMS 00.00% 0 Days Net 30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	The Contractor shall collect scientific, management, regulatory compliance and economic data for fisheries by placing observers aboard U. S. domestic fishing vessels. The Contractor shall provide all necessary logistical and administrative support to deploy observers on board vessels from North Carolina to Maine in accordance with EA133F-12-CQ-0014 Statement of Work, and as requested by NEFSC.					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	US\$	[REDACTED]	17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:						
a. NAME NOAA NORTHEAST FISHERIES SCIENCE CENTER						
b. STREET ADDRESS (or P.O. Box) 166 WATER STREET					17(i) GRAND TOTAL	
c. CITY WOODS HOLE		d. STATE MA	e. ZIP CODE 02543			

22. UNITED STATES OF AMERICA BY (Signature) <i>Brendon Johnson 3/22/12</i>	23. NAME (Typed) BRENDON JOHNSON 757-441-3344 (TITLE CONTRACTING/ORDERING OFFICER)
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ORDER FOR SUPPLIES OR SERVICES - Continuation

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DATE OF ORDER

CONTRACT NO. (if any)

ORDER NO.

01 July 2012

EA133F-12-CQ-0014

T0001

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QTY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	<p>Northeast Fisheries Science Center Fisheries Observer Support Task Period of Performance from July 1, 2012 through June 30, 2013.</p> <p>The Contractor shall perform the services in the attached statement of work. See Item Schedule Pricing at Section VI.</p> <p>Accounting and Appropriation Data:</p> <p>14.12.K8LEF59.P00.1011.022146011.3021000201000000.2 5270000.000000 \$ [REDACTED]</p> <p>14.12.K8LEM09.PAK.1011.022006009.3021000201000000. 25270000.000000 \$ [REDACTED]</p> <p>14.12.K8LAE09.P00.1011.022302001.3021000201000000.2 5270000.000000 \$ [REDACTED]</p> <p>14.12.K8LAE13.P00.1011.022302005.3021000201000000.2 5270000.000000 \$ [REDACTED]</p> <p>14.12.K8LAE19.P00.1011.022302009.3021000201000000.2 5270000.000000 \$ [REDACTED]</p>	1	LO	[REDACTED]	[REDACTED]	

I. INTRODUCTION

This is a task order per clause I.5 Federal Acquisition Regulation (FAR) 52.216-18 Ordering (OCT 1995) of Indefinite Delivery/Indefinite Quantity (ID/IQ) EA133F-12-CQ-0014.

II. BACKGROUND

See Section C.1, Background Overview, of ID/IQ EA133F-12-CQ-0014.

III. SCOPE

The contractor shall provide the National Marine Fisheries Service (NMFS) Northeast Fisheries Science Center (NEFSC) Fishery Observer Services per Section C.3, Scope and Outcomes, of ID/IQ EA133F-12-CQ-0014.

IV. REQUIREMENTS

The contractor shall provide all necessary logistical and administrative support to deploy observers on board vessels from North Carolina to Maine per Section C.4, Performance Work Statement (PWS) of ID/IQ EA133F-14-CQ-0014

V. TASK ORDER CLAUSES

1) CONTRACT TYPE

This is a Fixed Price order against Indefinite Quantity/Indefinite Delivery (ID/IQ) Order EA133F-12-CQ-0014 with a base period from July 1, 2012 through June 30, 2013. The Contractor shall supply all necessary personnel, supervision, services, materials, travel and other items as required by the Task Order Statement of Work (SOW).

2) COMMERCE ACQUISITION REGULATIONS (CAR) 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

- a) The period of performance of this contract is from July 1, 2012 through June 20, 2013. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-8.

3) CAR 1352.201-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (APR 2010)

a. Nichole Rossi, is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536
Email: Nichole.Rossi@noaa.gov
Phone: 508-495-2128

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR 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 COTR 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 COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO.) The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.
(End of Clause)

4) CONFIDENTIALITY

Any data handled under this contract shall be considered confidential and shall be protected according to the provisions described NOAA Administrative Order 216-100. Failure to do so may result in default of the contract as well as other penalties as prescribed in 50 CFR 600.410 and NOAA Administrative Order 216-100. The Contractor's personnel shall be required to sign a statement of non-disclosure.

5) FEDERAL ACQUISITION REGULATION (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 7 days of the expiration of the task order.

6) CEILING PRICE NORTHEAST FISHERIES OBSERVER PROGRAM TASK ORDER

The Contractor shall not exceed the quantities for Sea Days forth in this schedule or the ceiling amounts for Training, Travel or Meal Reimbursements provided in the schedule at Section VI, unless approved by the Contracting Officer's Technical Representative in writing. Such written direction must also be provided to the Contract Office specified in Block 23 of this task order. However, in no case, shall the Contractor make any expenditure nor incur any obligations in excess of the total funding obligated.

If at any time the Contractor has reason to believe that Observer Sea Days, Observer Hourly Rates, Training, Travel and Meal Reimbursement set forth in this schedule will accrue in performing this contract in the next succeeding 30 days, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this task order with supporting reasons and documentation. If at any time during performing this task order, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this task order, with supporting reasons and documentation. If at any time during performing this task order, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

VI. **Item Schedule Pricing**
 Provide Fisheries Observer Services in accordance with the Contract as follows: Any variation in quantities between items is acceptable as long as the total delivery order amount is not exceeded.

Sub-CLIN	Category	Quantity	Unit	Unit Price	Extended Amount
0001	Observer Sea Days In Accordance with EA133F-12-CQ-0014 B.3.1	1,000	DA		
0001a	Sea Day Rate Observer I	500	DA	\$ [REDACTED]	\$ [REDACTED]
0001b	Sea Day Rate Observer II	300	DA	\$ [REDACTED]	\$ [REDACTED]
0001c	Sea Day Rate Observer III	200	DA	\$ [REDACTED]	\$ [REDACTED]
0002	Travel In Accordance with EA133F-12-CQ-0014 B.3.2, C.4.3.5 and C.4.3.6	1	LT	\$200,000.00	\$200,000.00
0003	Training In Accordance with EA133F-12-CQ-0014 B.3.3 and C.4.3.2	1	LT	\$200,000.00	\$200,000.00
0004	Hourly Rate In Accordance with EA133F-12-CQ-0014 B.3.2, B.3.3, B.3.4, C.4.2.3 (b) and C.4.3.15	0	HR		
0004a	Hourly Rate Observer I	0	HR	\$ [REDACTED]	
0004b	Hourly Rate Observer II	0	HR	\$ [REDACTED]	
0004c	Hourly Rate Observer III	0	HR	\$ [REDACTED]	
0005	Vessel Meal Reimbursement In Accordance with EA133F-12-CQ-0014 B.3.5 and C.4.3.12	1000	EA	\$40.00	\$40,000.00

The Contractor shall not make any expenditure nor incur any obligations in excess of the total task order funding amount of \$ [REDACTED]. The Contractor shall notify the Government when expenditures will exceed 85 percent of the task order amount.

