

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>					1. Requisition Number NFFM7210-11-03209	PAGE 1 OF 78		
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number EA133F-11-RP-0153	6. Solicitation Issue Date Sep 16, 2011	
7. For Solicitation Information Call:		a. Name TIMOTHY WAMPLER Timothy.Wampler@noaa.gov			b. Telephone Number (No collect calls) 757.441.6563		8. Offer Due Date/Local Time June, 20, 2012 / 04:00 PM	
9. Issued By NOAA/EASTERN REGION ACQUISITION 200 GRANBY STREET SUITE 815 NORFOLK, VA 23510		Code AJ930073		10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> HUBZone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> 8(a) NAICS: 541712 Size Standard: 500		11. Delivery for FOB Destination Unless Block is Marked. <input type="checkbox"/> See Schedule		12. Discount Terms
15. Deliver To Northeast Fisheries Science Center 166 Water Street Woods Hole, MA 02543-1026		Code FM721073		16. Administered By NOAA Eastern Region Acquisition 200 Granby Street Suite 815 Norfolk, VA 23510		Code AJ930073		
17a. Contractor/Offeror		Code Facility Code		18a. Payment Will Be Made By NOAA Finance Office AOD 20020 Century BLVD Germantown, MD 20874		Code AJ111012		
Telephone No.		TIN:						
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>				18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
25. Accounting and Appropriation Data					26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached		<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached						
<input checked="" type="checkbox"/> 28. Contractor is required to sign this document and return (SEE L.4) copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award of Contract: Reference. _____ Offer Dated _____. 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		
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____								
32b. Signature of Authorized Government Representative			32c. Date		32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative					32f. Telephone Number of Authorized Government Representative			
					32g. E-mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final								
38. S/R Account Number		39. S/R Voucher Number		40. Paid By				
41a. I certify this account is correct and proper for payment				42a. Received By (Print)				
41b. Signature and Title of Certifying Officer				41c. Date		42b. Received At (Location)		
						42c. Date Rec'd (YY/MM/DD)		42d. Total Containers

SECTION B

Supplies or Services and Prices/Costs

EA133F-11-RP-0153

The Northeast Fisheries Observer Program

National Marine Fisheries Service, Northeast Fisheries Science Center

Request for Proposal for Observer Provider Contractor in Northeastern USA, 2011

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Supplies or Services and Prices/Costs

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SECTION B

Supplies or Services and Prices/Costs

ADDENDUM TO FAR 52.212-4 Contract Terms and Conditions – Commercial Items

B.1 CONTRACT TYPE

This is a single award Indefinite Delivery-Indefinite Quantity (IDIQ) contract with a base five (5) year ordering period that begins with date of award through five years thereafter. This ordering period may be extended by an additional six (6) months under the Option to Extend Services Clause, FAR 52.217-8 at I.8 for a total base and all options ordering period of five (5) years and six (6) months. This contract provides for directed Task Orders. Task Orders will be firm-fixed-price or Time-and-Materials for services.

B.2 SCHEDULE OF ITEMS AND PRICES

Contractor's rates for CLINS 0001, 0006, 0011, 0016, 0021 and 0026 be a "loaded" rate that is inclusive of all wages, overtime, fringe benefits, overhead, general and administrative expenses, and profit (no travel, training, or vessel meal reimbursements are to be included).

Year 1 Pricing – Date of Award through twelve (12) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0001	Observer Sea Days In Accordance with SOW B.3.1	6,480	DA		
0001a	Sea Day Rate Observer I	3240	DA	\$	\$
0001b	Sea Day Rate Observer II	1944	DA	\$	\$
0001c	Sea Day Rate Observer III	1296	DA	\$	\$
0002	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$400,000.00
0003	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$300,000.00
0004	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	3000	HR		
0004a	Hourly Rate Observer I	1425	HR	\$	\$
0004b	Hourly Rate Observer I - Overtime	75	HR	\$	\$
0004c	Hourly Rate Observer II	855	HR	\$	\$
0004d	Hourly Rate Observer II - Overtime	45	HR	\$	\$
0004e	Hourly Rate Observer III	570	HR	\$	\$
0004f	Hourly Rate Observer III - Overtime	30	HR	\$	\$
0005	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$150,000.00

SECTION B

Supplies or Services and Prices/Costs

Year 2 Pricing – End of Year 1 through twelve (12) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0006	Observer Sea Days In Accordance with SOW B.3.1	6,480	DA		
0006a	Sea Day Rate Observer I	3240	DA	\$	\$
0006b	Sea Day Rate Observer II	1944	DA	\$	\$
0006c	Sea Day Rate Observer III	1296	DA	\$	\$
0007	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$400,000.00
0008	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$300,000.00
0009	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	3000	HR		
0009a	Hourly Rate Observer I	1425	HR	\$	\$
0009b	Hourly Rate Observer I - Overtime	75	HR	\$	\$
0009c	Hourly Rate Observer II	855	HR	\$	\$
0009d	Hourly Rate Observer II - Overtime	45	HR	\$	\$
0009e	Hourly Rate Observer III	570	HR	\$	\$
0009f	Hourly Rate Observer III - Overtime	30	HR	\$	\$
0010	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$150,000.00

SECTION B

Supplies or Services and Prices/Costs

Year 3 Pricing – End of Year 2 through twelve (12) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0011	Observer Sea Days In Accordance with SOW B.3.1	6,480	DA		
0011a	Sea Day Rate Observer I	3240	DA	\$	\$
0011b	Sea Day Rate Observer II	1944	DA	\$	\$
0011c	Sea Day Rate Observer III	1296	DA	\$	\$
0012	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$400,000.00
0013	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$300,000.00
0014	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	3000	HR		
0014a	Hourly Rate Observer I	1425	HR	\$	\$
0014b	Hourly Rate Observer I - Overtime	75	HR	\$	\$
0014c	Hourly Rate Observer II	855	HR	\$	\$
0014d	Hourly Rate Observer II - Overtime	45	HR	\$	\$
0014e	Hourly Rate Observer III	570	HR	\$	\$
0014f	Hourly Rate Observer III - Overtime	30	HR	\$	\$
0015	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$150,000.00

SECTION B

Supplies or Services and Prices/Costs

Year 4 Pricing – End of Year 3 through twelve (12) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0016	Observer Sea Days In Accordance with SOW B.3.1	6,480	DA		
0016a	Sea Day Rate Observer I	3240	DA	\$	\$
0016b	Sea Day Rate Observer II	1944	DA	\$	\$
0016c	Sea Day Rate Observer III	1296	DA	\$	\$
0017	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$400,000.00
0018	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$300,000.00
0019	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	3000	HR		
0019a	Hourly Rate Observer I	1425	HR	\$	\$
0019b	Hourly Rate Observer I - Overtime	75	HR	\$	\$
0019c	Hourly Rate Observer II	855	HR	\$	\$
0019d	Hourly Rate Observer II - Overtime	45	HR	\$	\$
0019e	Hourly Rate Observer III	570	HR	\$	\$
0019f	Hourly Rate Observer III - Overtime	30	HR	\$	\$
0020	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$150,000.00

SECTION B

Supplies or Services and Prices/Costs

Year 5 Pricing – End of Year 4 through twelve (12) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0021	Observer Sea Days In Accordance with SOW B.3.1	6,480	DA		
0021a	Sea Day Rate Observer I	3240	DA	\$	\$
0021b	Sea Day Rate Observer II	1944	DA	\$	\$
0021c	Sea Day Rate Observer III	1296	DA	\$	\$
0022	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$400,000.00
0023	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$300,000.00
0024	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	3000	HR		
0024a	Hourly Rate Observer I	1425	HR	\$	\$
0024b	Hourly Rate Observer I - Overtime	75	HR	\$	\$
0024c	Hourly Rate Observer II	855	HR	\$	\$
0024d	Hourly Rate Observer II - Overtime	45	HR	\$	\$
0024e	Hourly Rate Observer III	570	HR	\$	\$
0024f	Hourly Rate Observer III - Overtime	30	HR	\$	\$
0025	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$150,000.00

SECTION B

Supplies or Services and Prices/Costs

Six Month Option Extension Pricing – End of Year 5 through six (6) months thereafter

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0026	Observer Sea Days In Accordance with SOW B.3.1	3,240	DA		
0026a	Sea Day Rate Observer I	1620	DA	\$	\$
0026b	Sea Day Rate Observer II	972	DA	\$	\$
0026c	Sea Day Rate Observer III	648	DA	\$	\$
0027	Travel In Accordance with SOW B.3.2, C.4.3.5 and C.4.3.6 H.14		LT	\$	Estimated – \$200,000.00
0028	Training In Accordance with SOW B.3.3 and C.4.3.2		LT	\$	Estimated – \$150,000.00
0029	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, C.4.2.3 (h) and C.4.3.15	1500	HR		
0029a	Hourly Rate Observer I	712	HR	\$	\$
0029b	Hourly Rate Observer I - Overtime	38	HR	\$	\$
0029c	Hourly Rate Observer II	427	HR	\$	\$
0029d	Hourly Rate Observer II - Overtime	23	HR	\$	\$
0029e	Hourly Rate Observer III	285	HR	\$	\$
0029f	Hourly Rate Observer III - Overtime	15	HR	\$	\$
0030	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$75,000.00

SECTION B

Supplies or Services and Prices/Costs

B.3 PAYMENT DESCRIPTION

B.3.1 SEADAYS

The fixed price for a sea day as set forth in Items 0001, 0006, 0011, 0016, 0021, and 0026 in the Schedule above will be paid for each successfully observed sea day performed by the contractor. The sail date and disembarkment date will be prorated for the quarter day and any day at sea on a multi day trip will be a full sea day.

A sea day is defined as any part of a calendar day where an observer is deployed on a vessel at sea (leaves port, is out at sea, and/or returns to port). An observer's sea day time starts when the observer arrives at the vessel, and ends when the observer leaves the vessel.

- a. One day trips will be pro-rated in quarter day increments as follows:
 - 0:01 (one minute) to 6:00 hours = 0.25 sea day
 - 6:01 (six hours and one minute) to 12:00 hours = 0.50 sea day
 - 12:01 (twelve hours and one minute) to 18:00 hours = 0.75 sea day
 - 18:01 (eighteen hours and one minute) to 24:00 hours = 1.0 sea day
- b. For multi-day trips (trips of more than 24 hours), the first day (also referred to as the "sail date") and last day (also referred to as the "disembarkment day") shall be pro-rated in quarter day increments as follows:
 - 0:01 (one minute) to 6:00 hours = 0.25 sea day
 - 6:01 (six hours and one minute) to 12:00 hours = 0.50 sea day
 - 12:01 (twelve hours and one minute) to 18:00 hours = 0.75 sea day
 - 18:01 (eighteen hours and one minute) to 24:00 hours = 1.0 sea day

If the contractor fails to deliver data in accordance with C.4.3 (Observer Support Services), the observed day is not considered "successful" and therefore will not be paid.

The price for each successfully observed sea day may be billed in the regular billing period after data from the trip is inspected and accepted by the Government. Data will be accepted for payment purposes and final acceptance will be made within 90 days from receipt of the data.

B.3.2 TRAVEL

Cost reimbursement is authorized only for actual travel of observers, including the observer hourly rate, associated with trainings and vessel deployment, vessel cancellations at the dock and other work required under this contract (C.4.3.5). Cost Reimbursement for "No Shows" and "Cancellations" will be handled in accordance with Paragraph C.4.3.6.

B.3.3 TRAINING

Cost reimbursement is authorized only for actual training and debriefing of observers that includes the observer hourly rate, and other work required under this contract (C.4.3.2).

B.3.4 HOURLY RATE

Cost reimbursement is authorized for the observer hourly rate as mentioned in travel (B.3.2) and training (B.3.3) and outreach events (C.4.2.3 (h)), and research vessel trips (C.4.3.15).

B.3.5 MEAL REIMBURSEMENT

Cost reimbursement is authorized for meal reimbursement to vessel owners as described under this contract (C.4.3.12).

B.4 COMMERCE ACQUISITION REGULATIONS (CAR) 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government anticipates placing orders totaling a maximum of 35,640 Sea Days. During the term of the contract, the Government shall place orders totaling a minimum of 1000 sea days. The amount of all orders shall not exceed 35,640 sea days.

SECTION C

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C.1 BACKGROUND OVERVIEW

The National Oceanographic and Atmospheric Administration's (NOAA) mission is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. NOAA's National Marine Fisheries Service (NMFS) supports the overall NOAA mission by focusing on stewardship of living marine resources through science-based conservation and management and the promotion of healthy ecosystems.

NMFS is responsible for the management, regulatory compliance, economic data and protection of living marine resources within the United States Exclusive Economic Zone. NMFS also plays a supportive and advisory role in the management of living marine resources in coastal areas under state jurisdiction. It provides scientific and policy leadership in the international arena, and implements international conservation and management measures as appropriate.

Under this mission, the goal is to optimize the benefits of living marine resources to the Nation through sound science and management. This requires a balancing of multiple public needs and interests in the sustainable benefits and use of living marine resources, without compromising the long-term biological integrity of coastal and marine ecosystems.

Many natural and human-related factors affect the status of fish stocks, protected species and ecosystems. Although these factors cannot all be controlled, available scientific and management tools enable the agency to have a strong influence on many of them. Maintaining and improving the health and productivity of these species is the heart of the NMFS mission. These activities will maintain and enhance current and future opportunities for the sustainable use of living marine resources as well as the health and biodiversity of their ecosystems.

NMFS has three objectives in its mission to protect, restore, and manage the use of coastal and oceanic resources:

- Protect and restore ocean, coastal, and Great Lakes resources
- Recover protected species
- Rebuild and maintain sustainable fisheries.

NMFS will measure its performance against these objectives using the following measures:

- 1) Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level
- 2) Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)
- 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 4) Increased number of protected species in a stable condition or in an upward trend
- 5) Increased number of managed species that are at optimum levels
- 6) Improved ecological conditions in coastal and ocean protected areas

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C.2 OBSERVER PROGRAM OBJECTIVES

NMFS has an extensive program to monitor and observe living marine resources and associated communities to provide information on biota, their habitats, and the human activities and actions that may impact coastal and ocean ecosystems. Data are the foundation of scientific advice, which provides information to management to support decision-making. A more consistent flow of high quality, credible information is required to improve decision-making. To collect the quantity and quality of data necessary, NMFS intends to improve its capacity to conduct surveys and to conduct research and studies for better understanding of ecosystems. These efforts rely on extensive collaboration with fisheries participants and other stakeholders in the living marine resource decision process.

Observers are the only independent data source for some types of at-sea information such as bycatch composition and mortality, and marine mammal, sea bird and sea turtle interactions. Although vessel self-reporting is often utilized, only limited data collection demands can reasonably be placed on the captain and crew. In addition, the reliability of self-reported information is a concern for scientists and policy makers, who use the data to make fishery management decisions for the purpose of maintaining the nation's marine resources.

Currently, more than 500 observers are deployed in 11 observer programs most of which are administered through NMFS 6 regional Fisheries Science Centers (FSC). Increasing NMFS observer data coverage is essential to reliably estimating catch and bycatch and helping to implement programs to reduce bycatch. Additional benefits of enhanced observer programs are near real-time monitoring of biological and environmental conditions and sampling opportunities not available from dockside sampling. This includes information on marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history, and other basic biological information.

NMFS is required to collect scientific, management, regulatory compliance, and economic data for fisheries by placing observers aboard U.S. domestic fishing vessels. These data cannot be obtained at the dock or on Government research vessels. These data are needed for the management of fisheries occurring in the U.S. Exclusive Economic Zone (EEZ) and the high seas beyond the EEZ.

NMFS desires contractor support, as described below, to satisfy these requirements.

C.3 SCOPE AND OUTCOMES

The contractor shall provide and retain the necessary qualified personnel, material, equipment, services, and facilities (except as otherwise specified) to perform quality environmental, biological, and fisheries operations data collection, data analysis, and information dissemination for the Northeast Fisheries Science Center (NEFSC). Data quality is of the utmost importance. Quality data collection, analysis, and dissemination are expected to increase the critical information gathered for stock assessments to manage the species.

This Statement of Work (SOW) defines the requirements and services necessary to provide program continuity, integrity, and productivity.

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C.3.1 POLICIES AND REGULATIONS

In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed in Section I of this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts, Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and standards listed below. This listing is not all-inclusive and is not intended to relieve the contractor of its responsibilities for identification of applicable statutes, regulations and procedures and compliance therewith, when performing work under this SOW.

- Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- Marine Mammal Protection Act (MMPA)
- Endangered Species Act (ESA)
- Data Quality Control Act (P.L. 106-514)
- Information Technology Security Policy
- Fisheries Management Plans (FMP)
- Biological Opinions (BO)
- Take Reduction Team (TRT)
- NOAA Safety Standards
- Fair Labor Standards Act (FLSA)
- Service Contract Act (SCA)
- Department of Labor Wage Determinations
- Applicable Federal and State labor laws
- Observer Health and Safety regulations
- Federal, state, and local safety regulations
- Merchant Marine Act (Jones Act) and General Maritime Law
- U.S. Longshore and Harbor Worker's Compensation Act

C.4 PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

C.4.1 MANAGEMENT REQUIREMENTS

C.4.1.1 Project Management

The contractor shall perform all Project Management functions including contract, technical, personnel, administrative, logistic, quality, business, and other management functions that are necessary to execute the total effort required by this SOW. The contractor shall provide all personnel and other resources, except as otherwise specified in this SOW, necessary to accomplish these functions. The contractor shall effect these management functions through an integrated management approach, including cost, schedule, and technical performance within an acceptable project management framework. The contractor shall develop and submit to NMFS a Project Management Plan (as further defined in Section F.5.2) for approval that details how the contractor will manage the contract and its observer program.

C.4.1.2 Project Manager

The contractor shall assign a Project Manager to be the focal point for communications between NMFS and the contractor. The assigned Project Manager shall be designated as Key Personnel for this contract (per Section H.8). Ensure that all key personnel attend any refresher trainings for observers. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.3 Coordinators

The contractor shall assign coordinators as needed to coordinate observer deployment and provide observer support services. The coordinator shall be designated as key personnel under this contract

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(per section H.8). All coordinators are required to maintain current observer certification. Ensure that all key personnel attend any refresher trainings for observers. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.4 Management Reporting and Coordination

The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting Officer's Technical Representative (COTR) a monthly Status Report, as listed in Section F.5.1, that provides information on project status to include, contract award-to-date financial expenditures; observer retention status; any problems or issues encountered; and other information as may be requested by the COTR.

C.4.1.5 Performance Measures

The contractor shall monitor and meet all requirements as stated in the SOW.

C.4.1.6 Quality Assurance Management

The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan, as referenced in Section F.5.3, which details how the contractor will ensure effectiveness and efficiency of collection efforts as well as the quality of data collected by its observers. The contractor shall further establish, implement, and maintain a Quality Assurance Management program to ensure consistent quality of all work products and services performed under this contract.

C.4.2 OPERATIONAL REQUIREMENTS

Observers are deployed, in accordance with sea day schedules developed by NMFS and as assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to availability of funding, changes in the fishery management, such as emergency closures, court ordered closures, weather, and unforeseen events; sea day scheduling must remain flexible. Additional funding for special projects and additional sea days may be added to the contract or task order within the scope and maximum allowable sea days.

The following items define the operational services to be provided by the contractor under this contract.

C.4.2.1 Observer Recruitment and Retention Requirements

The recruitment and retention of fully qualified observers is essential to successful performance under the contract. Observers shall be employees of the contractor. The contractor shall provide sufficient qualified observers to complete the sea day coverage requirement for task orders by selecting the best candidates.

The contractor shall describe their strategy for recruiting qualified candidates and retaining their services, as referenced in Section F.5.4. The contractor shall manage its observers to retain both experienced and new observers. The contractor is encouraged to provide incentives for superior performance demonstrated by their work force.

C.4.2.2 Eligibility Requirements

C.4.2.2.1 Educational Qualifications

Collecting marine fisheries data during fishing activities requires speed and accuracy. Observers must possess the minimum educational and experience requirements and specific psychological and physical qualities cited in the Minimum Observer Qualifications for educational requirements (Section J, Attachment 3, NOAA Fisheries Observer Eligibility Requirements).

C.4.2.2.2 Non-Conflict of Interest

Section J, Attachment 4 Statement of Non-Conflict of Interest

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C.4.2.2.3 Physical/Medical Condition

Section J, Attachment 5 Physical Standards & Acknowledgement of Risks

C.4.2.2.4 Communication Skills

Observer candidates must be able to clearly and concisely communicate verbally and in writing in English.

C.4.2.2.5 Citizenship or Ability to Work Legally in the United States

Observer must be a U.S. Citizen, or a non-citizen who has a green card, TN Authorization, H1 visa, or valid work visa, and a social security card.

C.4.2.2.6 Statement of No Criminal Conviction

Section J, Attachment 6 Statement of No Criminal Conviction

C.4.2.2.7 CPR and First Aid Requirements

Observers shall obtain and maintain current certification for CPR by the American Red Cross or American Heart Association (AHA) or other as approved by the COTR. Completion of a basic First Aid class is also required before the start of training. A copy of CPR and First Aid certification(s) for all observers will be provided to NMFS 7 calendar days prior to the first day of training and annually thereafter.

C.4.2.2.8 Observer Standards of Conduct

At sea, observers work in a self-supervised capacity and shall maintain high standards of conduct. Observers shall maintain a professional, objective demeanor at all times. Observers shall comply with these standards and those set forth in the Standards of Conduct (Section J, Attachment 7, Observer Standards of Conduct).

C.4.2.3 Observer Duties and Data Collection Requirements

- (a) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III
- i. Observers shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer to perform certain functions aboard vessels as well as afford protection to the observer against interference and intimidation in the course of performing his/her duties.
 - ii. Observers shall collect biological samples from the catch of fisheries according to detailed procedures in the Observer Program Manual and Biological Sampling Manual (copies available for specific fisheries online from links at the NMFS website: (<http://www.nefsc.noaa.gov/femad/fishsamp/fsb/>)). These data include those collected once per deployment; those collected with each change of fishing gear; those collected at the beginning and end of each tow; and those collected during the deployment cruise. These data are recorded electronically and on data sheets provided by NMFS.
 - iii. Observers shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer is aboard the vessel. The Observer Sampling Manual describes data collection protocols for gear deployment that the observer sees as well as those not observed.
 - iv. Observers shall collect length measurements, age, and biological samples from segments of the catch. Observer protocols, priorities, and data/sample collection procedures are detailed in the Observer Manual.
 - v. Observers shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observers shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer shall be to handle and release the protected species.
 - vi. Observers shall participate in all training, briefings and debriefings as required by the COTR. Observers shall participate in port orientations, if offered by NMFS and requested by the

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COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, CLIN 0023, and CLIN 0028). Debriefing of the observer ensures that the data are complete and as accurate as possible before computer audits are run. Debriefing also provides immediate feedback to the observer in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible, such as by email or phone for every trip and in person once every six months. Debriefings shall consist of but are not limited to:

- 1) Reviewing sampling methods and answering observer questions;
 - 2) Reviewing preliminary data;
 - 3) Correcting any data errors;
 - 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
 - 5) Reviewing any logistical problems or concerns encountered by the observer; and
 - 6) Testing observer ability to adhere to sampling protocols
 - 7) Checking gear calibration
 - 8) Providing the observer with any updates on modifications to sampling procedures or other program information.
- vii. Observers who encounter captains or vessels' owners operating in fisheries requiring mandatory observer coverage that refuses to accept the observer on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- viii. Observers may be asked to perform various program support tasks (industry outreach activities, industry meetings, observer training sessions, port orientations, reconnaissance, other research project needs, etc.). Each observer should attend at least one (1) Fishery Council Meeting each year in their assigned area. The contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or Services and Prices/Costs Hourly Rate Observer CLIN 0004, CLIN 0009, CLIN 0014, CLIN 0019, CLIN 0024, and CLIN 0029 and travel costs in Section B Supplies or Services and Prices/Costs Travel CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, CLIN 0022, and CLIN 0027.
- ix. Observers shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to do so may result in an observer's change in status (i.e., pre-probation, probation, and decertification).

(b) Fishery Observer I – Performance Requirements and Labor Category Definition

The Fishery Observer I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:

1. Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
2. Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
3. Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
4. Collects biological samples from the catch of various fisheries including but not limited to, longline, trawl, gillnet, dredge, pot, rod and reel, harpoon, seine, weir and pound net fisheries according to detailed program and gear specific procedures.
5. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
6. Maintains field equipment and supplies.
7. Collects scientific, management, compliance information, and make observations of fishing operations.
8. Use and complete a pre-boarding vessel safety checklist.

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9. Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
10. Tag species of interest including, but not limited to, sharks, tunas, sablefish, spiny lobsters, swordfish and sea turtles.
11. Uses calculator and/or PC for calculations and recording data.
12. Obtains, enter and transfer data electronically.
13. Obtains and record information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
14. Use interpersonal and communication skills to contact fishermen and schedule observer sampling trips.
15. Observes and documents compliance with fishery regulations, and write affidavits as required.

(c) Fishery Observer II

The Fishery Observer II shall meet and perform all the General Requirements specified in

C.4.3.2a, perform all duties of Fishery Observer I and the following additional duties:

1. Independently executes duties, while learning when and how to resolve exceptions and special problems.
2. Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
3. Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
4. Participates in tagging species of interest including, but not limited to, sharks, tunas, sablefish, spiny lobsters, swordfish and sea turtles.
5. Uses calculator and/or PC for calculations and recording data.

(d) Fishery Observer III

The Fishery Observer III shall meet and perform all the General Requirements specified in

C.4.3.2a, perform all duties of Fishery Observer II and the following additional duties:

1. May act as field coordinator of lower graded fishery observers.
2. Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
3. Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
4. Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.
5. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
6. Oversees the maintenance of field equipment and supplies.
7. Collect scientific, management, compliance information, observations of fishing operations, measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

C.4.2.3.1 Data Deliverables

Electronic data entry by observers is required in addition to required paperwork, and shall be managed by the contractor in coordination with the COTR. Submission of observer data to the NMFS shall be accomplished in a timely manner. The contractor shall work with the COTR to establish the appropriate means to transfer the electronic data to the COTR.

(a) Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.5.

(b) Delivery of electronic data shall be received within 2 calendar days (48 hours) of the vessel landing as referenced in Section F.5.6.

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(c) Delivery of biological specimens shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

Observers shall submit an electronic summary of their trip at the completion of their trip. Electronic submissions must pass NMFS-programmed automated checks to be accepted into the system (i.e. all required fields must be complete, within range, and match with other databases such as with the permit number entered).

Observers shall send any written data and biological specimens directly to NMFS. The Government will provide shipping and supplies. Observers shall assure that biological samples or whole animals requiring freezing are received by the nearest NMFS freezer facility within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen samples or animals must be received by NMFS (Observer Training Center) within 5 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel associated with transport of biological samples will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, CLIN 0022, and CLIN 0027).

C.4.2.3.2 Observer Communication

Observers shall maintain regular contact with their assigned NMFS editor/debriefer. All observers shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time or as requested. Observers shall return phone calls or reply to email questions as soon as realistically possible (i.e., before departing on a multi-day trip). NMFS can request that an in-person meeting occur with an observer at any time. These meetings will take priority over accomplishment of the sea day schedule. All travel costs associated with required in person debriefings, exit interviews and meetings with NMFS will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 007, 0012, 0022, 0027) and the observer hourly rate will be reimbursed under the hourly rate provision section herein (Section B Supplies or Services and Prices/Costs Hourly Rate Observer CLINS 0004, 0009, 0014, 0019, 0024, 0029).

NMFS staff will provide written memo updates to the contractor regarding any new or changed sampling protocols, data collection procedures, or other collection or reporting procedures. The contractor shall make certain that observers comply with changes, as applicable.

Require that any observer who leaves the program come into the Observer Training Center complete all exit procedures including an in-house exit interview with NMFS (Section J, Attachment 11, Exit Procedures).

Provide the primary port, contact information(full name, mailing address, residential address, e-mail address, cell phone number, home number, emergency contact name and phone number, and working status (full time or part time). If there is a change made to any variables in the list, an updated list shall be provided to NMFS immediately (Section F.5.8).

C.4.3 OBSERVER SUPPORT SERVICES

C.4.3.1 Logistic and Operation Support for Observer Deployment

The contractor shall provide complete logistical and operational support to observers throughout their employment. The contractor's approach to supporting observers shall be detailed in the proposal.

C.4.3.2 Training and Debriefings

Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-government employees. At least 95% of new observer recruits are expected to pass the required training course

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(Section J, Attachment 12, NEFOP Training Standards) and the required physical examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

Training costs are reimbursable and are intended to include all costs associated with observer training (both initial training and refresher trainings), including, but not limited to, salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous equipment for use during training (as authorized or requested by the Government – Section B Supplies or Services and Prices/Costs Training CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, CLIN 0023, and CLIN 0028).

Observer candidates shall undergo an initial 3-week certification training session with NMFS. A series of tests will be administered during this training that candidates must pass prior to certification. Candidates must demonstrate their potential to collect accurate field data, and react to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists in other areas such as vessel safety shall conduct training. Refresher training sessions will be conducted when data logs or protocols change, at the discretion of the COTR, or when there has been over six months service interruption for the observer. Observers shall be required to attend an annual refresher course for data collection, species identification, and vessel safety.

Three trainings are scheduled for each year (preliminary dates are scheduled in April, July and September). The contractor shall provide NMFS with at least 45 calendar days prior notice when a training session is needed and identify any foreign nationals that may be attending training (it takes a minimum of 30 working days for foreign national clearance) as referenced in Section F.5.9. For extenuating circumstances, additional trainings may be scheduled at the Government's discretion. Attendance by a key personnel at training is required for at least two days each week of training.

The contractor shall submit to NMFS, at least 30 calendar days before the beginning of the training, the following information as referenced in Section F.5.10:

- a list of the potential candidates names for review by NMFS
- a hard copy (mailed to the COTR) of each candidates resume
- a hard copy (mailed to the COTR) of the candidates college transcript
- a hard copy (mailed to the COTR) of reference checks from three individuals for each candidate (name of individual providing reference, association with observer, how long they have known the candidate, contact information (phone number, e-mail), and information about the observer's past performance)

The contractor shall submit to NMFS, at least 14 calendar days before the beginning of the training, the following information as referenced in Section F.5.11:

- an updated list of candidates
- a medical report for each candidate substantiating the individual's medical qualifications for the job
- online security clearance electronic forms must be initiated by candidates (Section J, Attachment 13, Security Background Instructions)

The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the training, the following information as referenced in Section F.5.12:

- final list of candidates attending upcoming training session
- CPR and First AID Certificate

NMFS may require additional information regarding observer candidates and should be consulted regarding any proposed candidate for which there is some question regarding qualifications. Should

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substitution of observers be required, the contractor shall also provide their pertinent information to the COTR prior to such substitution. The Government retains the right to reject any observer proposed by the contractor if his or her qualifications do not meet the qualifications specified in paragraph C.4.2.2, Qualifications, or if their work has been performed at an unsatisfactory level on previous projects, or if their behavior on other projects has been disruptive.

The contractor shall provide the status of its observer training approvals completed and in process in its Monthly Status Report (Section F.5.1).

NMFS training curriculum is detailed in the NEFOP training agenda (Section J, Attachment 14, NEFOP Training Agenda).

An observer's first 4 deployments and the resulting data shall be immediately edited and approved after each trip by NMFS prior to any further deployments by that observer (Section J, Attachment 15, NEFOP Training Trip Policy). During the observer's first 4 deployments, in order for them to go on their next trip, their data must be received, edited and the observer must be "cleared" by NMFS to sail on their next trip. This notification will be sent via e-mail to the observer's provider. The observer cannot be deployed until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable the observer will become certified. If the data quality is not considered acceptable, the observer will not be certified by NMFS at that time.

The first trip an observer takes after completing the initial 3-week training course will be accompanied by either a NMFS member or a certified trip trainer. Certified trip trainers are current observers under this contract and are certified by NMFS. In order to become a trip trainer, the contractor must request to NMFS the names of the observer they would like certified. NMFS would then assign a NMFS staff member to accompany the trip trainer candidate on a future trip. If approved by NMFS the observer would become a trip trainer. Contractor responsibilities consist of finding vessels that are willing to take two (2) observers, setting up the logistics of the trip, and communicating with NMFS regularly providing updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification Program).

Observer trip trainers taking their training assignment trips with NMFS personnel may bill the cost of a seaday under CLIN 0003, 0008, 0013, 0018, 0023 or 0028. When two observers are on a vessel for the days a certified observer trip trainer is accompanying a new observer then the new observer should be billed under CLIN 0001, 0006, 0011, 0016, 0021 or 0026. The certified trainer would be billed as a seaday under CLIN 0003, 0008, 0013, 0018, 0023 or 0028. NMFS determines the number of trainers needed based on how many observers are currently working, what the demand for new observers is, and what the projected training schedule looks like. NMFS currently has 12 certified observer trip trainers and would expect to maintain that level. Observers certified as trip trainers must be geographically representative of the ports NEFOP observers cover to accommodate all new trainees.

Key personnel will be expected to attend any other periodic NMFS required trainings related to the NEFOP program that could impact observer protocols, such as program manual update trainings or changes to the Pre-Trip Notification System. One key personnel is required per all trainings, however, NMFS encourages all available staff attend periodic trainings that relate to changes in the NEFOP program or sampling protocols for their own education. A key personnel is required to attend two days per week of each training and all the days of refresher training.

Compensation for the observer's time at the refresher trainings and all other training as well as meals & reimbursement (M&I) and lodging will be reimbursed by NMFS (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, CLIN 0023, and CLIN 0028). Costs for travel to and from the training center will not be covered by NMFS.

Per Diem and lodging during weekends are reimbursable during trainings that occur over the course of multiple weeks. Weekend observer salary costs are not covered under reimbursement, unless training (such as a weather-delayed training trip) occurs on a weekend day. A weekend make up day would be required if the building is closed during the week.

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Observers shall be expected to remain as active observers or serve in other capacities directly related to the Northeast Fisheries Observer Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any observers terminating their observer employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) observers leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, CLIN 0023, and CLIN 0028) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate Observer CLIN 0004, CLIN 0009, CLIN 0014, CLIN 0019, CLIN 0024, and CLIN 0029) will not be billed to the Government.

Observers shall sign a non-disclosure statement (confidentiality agreement) at the commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as referenced in Section F.5.25.

NMFS may request an observer be accompanied by a NMFS staff member on a future trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18, Shadow Trip Program).

The contractor shall make observers available to NMFS (Enforcement and FSB staff) for the purposes of routine debriefings, requested meetings regarding data quality issues, investigating circumstances of alleged refusals by vessels to take an observer or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the observer in the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, CLIN 0023, and CLIN 0028) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate Observer CLIN 0004, CLIN 0009, CLIN 0014, CLIN 0019, CLIN 0024, and CLIN 0029). All observers shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time.

C.4.3.3 Data Quality Control

Data shall be collected and maintained in accordance with contractor's Quality Assurance Plan as incorporated in the contract (Section F.5.3).

The overall goal of quality control is to ensure the effectiveness and efficiency of collection efforts as well as the quality of data collected. Data quality is of utmost importance. As such the contractor shall ensure the highest quality in data collected by its observers. NMFS will provide a data quality rating of observers to the provider on a bi-annual basis (Section J, Attachment 19, Data Quality Rating). The contractor shall use the data quality rating of observers in their Quality Assurance Plan (F.5.3).

C.4.3.4 Observer Equipment, Operation and Maintenance

The contractor shall provide all materials and equipment necessary for the collection of data and biological sampling (Section J, Attachment 20, NEFOP Gear List). The contractor shall maintain and replace lost gear to ensure the observer is able to carry out his/her sampling duties. For items listed with a brand name, the contractor shall provide the equivalent quality to the brand listed.

The gear and equipment, purchased and charged to the Government in the performance of the contract becomes Government property at the end of the contract. Equipment and gear should be inspected and repaired in accordance with manufacturers specification as needed and at a minimum of once per year. Newly acquired gear must be of the same quality as the originally provided Government gear. Observer gear and contractor's tracking and maintenance of such gear is subject to periodic audit by the Government. The Government retains the right to modify gear specifications and requirements to meet research collection needs.

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C.4.3.5 Travel and Lodging

The contractor is responsible for all travel arrangements and expenses, appropriate lodging, and all expenses associated with training, safety meetings, briefings, debriefings, and deploying observers to assigned vessels. All travel costs and expenses incurred shall be reimbursed in accordance with the Government's Travel Regulations.

Travel costs are reimbursable and are intended to include costs associated with observer travel to and from vessels and to and from the port if the observer travels greater than fifty (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, CLIN 0022, and CLIN 0027).

Coordinator and support staff travel (related to observer deployment) to and from vessels and to and from the port are reimbursable if travel meets Government Travel Regulations and observer travel costs under CLIN 0002, 0007, 0012, 0017, 0022, and 0027. The contractor shall submit a travel voucher (Section J, Attachment 21, Observer Travel Voucher) clearly documenting all travel logistics and associated costs to the COTR.

While an observer is out at sea, per diem is not reimbursable, unless authorized on a case-by-case basis by the COTR, such as if an observer lands in a port other than their primary port.

C.4.3.6 Vessel Selection

The contractor shall strictly adhere to all sampling design requirements specified for the Northeast Fisheries Observer Program (NEFOP). NMFS will provide the contractor with a set of specific guidelines regarding vessel selection and placement considerations by various fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for observer coverage and deployment scheduling as necessary. When the contractor/observer makes initial contact with the vessel, the contractor/observer shall verify with the captain that he has sufficient life raft capacity for an additional person (observer). If not, the contractor shall immediately attempt to have one of the NMFS issued valise life rafts available for the observer for that trip. If one is not available, and the captain still intends to sail without the observer, an SDR shall be issued to the captain of the vessel (Section J, Attachment 22, Safety Deficiency Report). The contractor shall locate vessels and deploy observers to vessels. Fishing activity dictates vessel departures and arrivals. Since vessel schedules change, observers must be prepared for sudden sea assignments of extended and uncertain duration.

The contractor shall assign observers to vessels without regard to preference expressed by vessel owners or operators with respect to observer race, gender, age, religion, or sexual orientation nor shall the contractor consider observer's expressed preference. The contractor shall not assign observers who are showing symptoms of illness or who may be contagious. In the event that an observer falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the observer to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

Various regulated fisheries have a requirement for a vessel's representative to notify the NEFOP prior to making each fishing trip. Notification is required prior to the planned departure in a specific time frame, *e.g.*, forty-eight (48) or seventy-two (72) hours. The vessel is then randomly assigned, by NMFS, an observer or issued a waiver, relieving them of the requirement to carry an observer for that specific trip.

The contractor shall provide personnel or an automated answering service to handle notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries (*i.e.*, herring fishery). Depending on regulations enacted by the NMFS, the notification requirement may require e-mails, telephone calls, or inputting into a website from the vessel's representative. Some fisheries are required to notify NMFS, NMFS is responsible for the selection and informs the vessel and the contractor of trip details. Alternatively, some fisheries are required to notify the contractor directly, in which case the contractor is responsible for the selection and informs the vessel and NMFS of the selection status. The contractor shall be provided with guidance regarding which notification method will be used by each fishery, in addition to the method in which to correspond with the industry.

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For fisheries that notify the contractor directly, a spreadsheet shall be maintained which shall include a listing of which vessels have been assigned an observer and which have been granted a waiver as referenced in Section F.5.13. Specific information needed for each spreadsheet will vary by fishery. NMFS will provide a list of specific fields needed for each spreadsheet (for example: date sailed, trip length, gear, area fished, port). This spreadsheet will be forwarded by email each day to NMFS. NMFS will provide an email mailing list for each fishery, changes to the listing must be approved by the COTR.

For fisheries that notify NMFS directly, the contractor will be notified of trip selection via the website. The contractor may accept or decline trips within twelve (12) hours. The reasons to decline a trip must be related to limited observer availability or reported safety concerns. The contractor must take the trip once they have claimed acceptance. If there is an unforeseen emergency that results in changing the contractor's acceptance of a trip, it shall be reported to the COTR. If a trip is accepted by a contractor, the contractor would make contact with the vessel for trip logistics. If a vessel informs the contractor that they are cancelling a trip selected to carry an observer, the contractor shall report that to NMFS twenty-four (24) hours after the scheduled sail date. The COTR shall be notified all circumstances in which observers were late or missed a scheduled trip for all fisheries as referenced in Section F.5.14.

Vessels must be covered randomly, without repeated deployments on the same vessels by the same observer, unless waived by the COTR. For trips outside closed areas and other special access fishing programs there shall be no more than two (2) back trips by the same observer on the same vessel AND there shall be no more than two (2) trips on the same boat within one month. A vessel selection list may be provided by NMFS which will rank vessels in the order they should be covered. In the event the vessels are difficult to locate the contractor shall send and track a NMFS approved selection letter to vessel owners who are involved in fisheries with mandatory observer coverage.

Cost Reimbursement is authorized for observers for the time associated with a "no show". The maximum amount of time for a no show is up to 2.5 hours. The observer must arrive 30 minutes prior to the scheduled departure time and remain at the designated area for up to 2 hours following the scheduled departure time. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a "no show" will be billed against CLIN 0004, CLIN 0009, CLIN 0014, CLIN 0019 CLIN 0024 or CLIN 0029. There will be no reimbursement for situations in which it is the observer's fault for missing the trip or no attempt was made to communicate with the captain prior to taking the trip. A travel voucher (Section J, Attachment 21, Observer Travel Voucher) is required for proper reimbursement.

Cost Reimbursement is authorized for Observers for the time associated with a "cancellation" in instances where trips are cancelled at the dock or when an observer is enroute to the vessel and cancellations occurs. The maximum amount of time for a cancellation is up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 0009, 0014, 0019, 0024, 0029. A travel voucher (Section J, Attachment 21, Observer Travel Voucher) is required for proper reimbursement.

C.4.3.7 Safety Requirements

Vessels must be in compliance with the Observer Health and Safety Regulations before an observer is deployed (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 21, Observer Travel Voucher) that will be performed by the observer with the assistance of the captain or designee prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the observer shall not sail on the vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the captain and NMFS.

Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is expected that the contractor shall maintain the life rafts while in their care and ensure the life raft is up to date with service and inspections. When service and inspection dates are coming close to their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there is evidence that the life

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raft is not treated properly while in their care (i.e., dragged on the ground resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.

Observer safety is of paramount importance to NEFOP. If at any time an observer feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) to NMFS.

C.4.3.8 Communication

The contractor shall provide and employ a method for observers to communicate vessel departure and arrival information; handle observer emergencies and/or problems related to observer logistics when they are at sea, in transit to the dock, or in port awaiting vessel departure. The contractor shall contact NMFS of all emergency situations, including medical, within twelve (12) hours of learning of the incident as referenced in Section F.5.15.

The contractor shall provide NMFS with access to a real time online observer tracking system for observer deployments (including vessel identifier information), leave schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.16.

The contractor shall provide NMFS with all written documents/memos that are sent their observers within 24 hours of when the document/memo is sent as referenced in Section F.5.26.

The contractor shall notify NMFS of when an observer is subject to disciplinary action by the contractor (i.e., placed on probation, performance monitoring, etc....) within 24 hours of when the disciplinary action took place as referenced in Section F.5.27.

C.4.3.9 Notification of Potential Infractions

The contractor shall immediately notify the COTR of any potential violation of the Rules and Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act or any regulations that govern the observer program, including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an observer, incidents of observer interference, harassment, or intimidation. The contractor shall ensure that each returning observer is debriefed for incidents of intimidation, interference, or harassment within twelve (12) hours of trip landing as referenced in Section F.5.15. Reported incidents of the vessel failing to take an observer or incidences of the contractor failing to handle incidents of interference, harassment or intimidation of observers will be investigated by NMFS.

C.4.3.10 Vessel Operations and Working Conditions

Fishing vessels routinely operate out of ports from North Carolina to Maine (Section J, Attachment 24, Location of NEFOP Trips in 2010). Trips can range from 1-14 days in duration. The vessels operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally 30-150 feet in length. Crew members and observers live and sleep in cramped quarters, often in damp conditions and share common facilities. On some vessels, the crew does not speak English. Observers must be willing to travel occasionally to cover locations other than their primary ports.

Crew members and observers live and sleep in cramped quarters, often in damp conditions, sharing toilet and shower facilities when available. Observer Health and Safety Regulations require sleeping areas for the observer to be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or bunks. Although vessels may not have separate facilities for women, federal regulations require reasonable privacy for female observers. Female observers on a vessel with an all-male crew must be accommodated with adequate privacy which can be ensured by installing a curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of these vessels to sea conditions, motion sickness can be debilitating for some individuals and should be seriously considered in all prospective observer candidates. Most vessels carry no trained medical personnel

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aboard and rely upon first aid knowledge of the boat's operator in consultation with land-based physicians via radio.

Food is provided on multiday trips for the observer and must be equal to the food being served to the rest of the crew. On single day trips, observers must bring their own food and water.

C.4.3.11 Data Quality

The NMFS COTR will monitor all aspects of contractor performance as described below:

- Failure to deliver data from an observed sea day includes:
- All data must be delivered at the required time frame, as specified by NMFS.
- Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined to be fraudulent or unusable within 90 days of receipt of the data).

The contractor shall interact with vessels which have carried observers. They shall interview the captain; using NMFS issued workbooks with a pre-determined set of questions (Section J, Attachment 25, Captain Interview Questions), and determine if the observer performed his/her job in a professional manner and carried out all required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each observer's trips each quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically within two working days of the interview as referenced in Section F.5.17. The contractor shall report, in writing to the COTR, all complaints made by the industry regarding observer activities, as well as any observer injuries aboard vessels or on docks to NMFS.

An observer's ability to work will be based on his/her certification. If an observer does not adhere to NMFS protocols or meet the Observer Standards of Conduct (Section J, Attachment 7, Observer Standards of Conduct), they may be placed on pre-probation, probation or decertified, as described in the NMFS policy statement regarding certification (Section J, Attachment 26, NEFOP Observer Performance Monitoring, Review, Probation and Decertification).

NMFS will provide the contractor with a data quality rating for each observer (Section J, Attachment 19, Data Quality Rating).

C.4.3.12 Vessel Compensation for Observer Food Reimbursement

Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour period) to cover observer accommodation and food costs while aboard the vessel for trips lasting longer than one (1) day (i.e. 24 hours) (Section B Supplies or Services and Prices/Costs Vessel Meal Reimbursement CLIN 0005, CLIN 0010, CLIN 0015, CLIN 0020, CLIN 0024, and CLIN 0030). The contractor shall provide NMFS with an example of the vessel reimbursement form the contractor develops as referenced in Section F.5.18. The contractor shall provide a report for all vessel meal reimbursements provided within the last monthly period. The contractor is encouraged to make all vessel compensation payments through Electronic Funds Transfer. If the contractor makes vessel meal reimbursement payment through check, the contractor shall provide proof that the check has been cashed within 90 days of vessel receipt of the check. If a check has not been cashed within 90 days of vessel receipt, the contractor shall cancel the check and provide an offset to NOAA in the amount of the original check less any check cancellation fees (Section F.5.19). The contractor shall provide evidence for all check cancellation fees to the COTR.

C.4.3.13 Contractor Standards of Conduct

The Contractor shall comply with the requirements of Clause H.2.2 Fisheries Observers Preventing Personal Conflicts of Interest. The contractor shall assign observers without regard to any preference expressed by representatives of vessels based on, but not limited to, observer race, gender, age, religion or sexual orientation.

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C.4.3.14 Observer Termination Documentation

The contractor shall notify the COTR when an observer leaves the NEFOP for any reason as referenced in Section F.5.20. Reasons for termination, whether contractor initiated or observer initiated, must be documented and provided to NMFS within 7 days of the observer's departure and shall be used to determine trends and assist in improving retention of qualified observers as referenced in Section F.5.21.

C.4.3.15 Research Vessel Deployments

When sea day coverage requirements allow, NMFS may request, at the rates specified in the Pricing Schedule, certified observers to deploy aboard NMFS research vessels. They shall serve as research staff to collect scientific data and biological samples under the guidance of the NEFSC scientific staff.

The data to be collected shall consist of lengths, weights, stomach analyses, and oceanographic station information. The biological samples shall consist of scale samples, otoliths, whole specimens, stomach samples and plankton samples. Specific requirements will be provided by NMFS to the observers at a pre-cruise briefing immediately prior to the beginning of each deployment.

The daily work schedule shall be twelve (12) hour per day. Specific on-watch instructions will be provided at the beginning of each watch by the NMFS Chief Scientist or Watch Chief on the vessel.

Travel to and from the vessel will be reimbursed as provided in the contract. NMFS will provide all meals and accommodations to observers while they are aboard the research vessel, at no cost to the contractor. NMFS will not reimburse the contractor for lodging or per diem for observer duty aboard NMFS research vessels. Observers shall have all heavy weather gear needed to work under sea conditions.

When observers serve aboard research vessels they will be provided all meals and required equipment and supplies. The contractor shall invoice NMFS separately for these hourly costs. This shall be billed in accordance with Section B Supplies or Services and Prices/Costs Hourly Rate Observer CLIN 0004, CLIN 0009, CLIN 0014, CLIN 0019, CLIN 0024, and CLIN 0029.

C.5 PERFORMANCE MONITORING

C.5.1 QUALITY ASSURANCE SURVEILLANCE PLAN

NMFS intends to monitor contractor performance against the Schedule of Deliverables (Section F.5.3).

C.6 SECURITY RISK LEVEL DESIGNATIONS

The risk levels under this contract have been determined by the Program Office as shown below:

LABOR CATEGORY	SECURITY RISK
Program Manager	Low
Coordinator	Low
Observer I, II, III	Low

Investigation Packages

Observers and key personnel would be considered contractors and all undergo the required background investigation (Section J, Attachment 13, Security Background Instructions) and would be either U.S. Citizens, Naturalized Citizen, Green Card Holders (aka Permanent Resident Card), or Foreign Nationals. The following requirements will be completed prior to official hiring:

- 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 180 or greater days = EQIP Package
 - Security Worksheet
 - Electronic Questionnaire (filled out after applicant has been placed in EQIP)

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- EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
- Declaration for Federal Employment (Optional Form 306)
- Finger Print Cards (FD 258 Cards)
- Fair Credit Reporting Form (filled out based on position sensitivity)

Foreign National (FN) Information (must be submitted along with Investigation Packages)

Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do not fall into the 5 day category listed above. All Foreign National Visitor/Guests information must be submitted through the Foreign National Registration System (FNRS) by NMFS.

C.7 CLAUSES INCORPORATED BY REFERENCE

C.7.1 CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR 2010)

(Reference 48 CFR 1337.110-70)(c))

C.7.2 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)

(Reference 48 CFR 1337.110-70)(e))

**SECTION D
PACKAGING AND MARKING**

D.1 IDENTIFICATION OF DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract number and task order number;
- (c) Name, position, and office location of the Department of Commerce Contracting Officer's Technical Representative (COTR).

D.2 MARKING DELIVERABLES

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

Contract Number/Task Order Number *[to be completed at time of Task Order award]*
Attention: Nichole Rossi
NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 PERFORMANCE EVALUATION

All services provided under this contract will be evaluated on Capability Statement, Project Management Plan, Quality Assurance Plan, and Past Performance.

E.2 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (APR 2010)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536
Attention: Nichole Rossi

(End of clause)

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The contract ordering period is from date of award through five (5) years thereafter with an additional six month Option to Extend Services at FAR 52.217-8 at Section I.

F.2 UPDATES AND VERSION CONTROL

In addition many of the deliverables require the contractor to provide periodic updates. Unless otherwise specified in F.7, the contractor is expected to initiate the update as the information contained therein changes. The changes should be delivered to the NMFS COR within 30 calendar days of when the change is known. All change pages shall be clearly marked with the version date. NMFS may provide comments on the changes. NMFS has 15 calendar days to review Draft documents. If the contractor receives no comments back from NMFS within the 15-day period, the contractor shall assume the Draft to be a Final document. If NMFS provides comments, then an updated version is due within 30 days after receiving the NMFS comments.

F.3 FORMAT

For the structure of the deliverables, the contractor's format is acceptable, unless otherwise specified in the contract.

The soft copies shall be accessible through the Microsoft Office 2007 Suite, or the current standard.

F.4 FEDERAL ACQUISITION REGULATION (FAR) 52.242-15 STOP-WORK ORDER (AUG 1989)
(Incorporated by reference; available at <https://www.acquisition.gov/far>)

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5 SCHEDULE OF DELIVERABLES

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

Item	Description	Quantity	Due Date	Deliver to:	Reference
F.5.1	Monthly Status Report		Example included at proposal submission. Monthly due within 15 calendar days from the last day of the previous month		C.4.1.4, C.4.3.2
F.5.2	Project Management Plan		At proposal submission; approved plan to be incorporated into contract Updates required annually within 30 days after the contract anniversary date.		C.4.1.1, H.10
F.5.3	Quality Assurance Plan		At proposal submission; approved plan to be incorporated into contract Updates required annually within 30 days after the contract anniversary date.		C.4.1.6, C.4.3.3
F.5.4	Observer Recruitment and Retention Plan		At proposal submission		C.4.2.1
F.5.5	All raw paper data collected		Received within 5 calendar days (120 hours) of the trip landing.		C.4.2.3.1(a)
F.5.6	All electronic data collected		Received within 2 calendar days (48 hours) of the trip landing		C.4.2.3.1(b)
F.5.7	Biological Specimens		Received within 5 calendar days (120 hours) of the trip landing.		C.4.2.3.1(c)
F.5.8	Observer Contact Information		7 Calendar days before start of training and updated when needed.		C. .4.2.3.2
F.5.9	Request for training session and identify any foreign nationals that may be attending training		45 calendar days prior to when the training session is needed		C.4.3.2
F.5.10	Training Requests: <ul style="list-style-type: none"> • List of the potential candidates names • Each candidates resume • Each candidates college transcript • 3 reference checks for each candidate 		30 calendar days before the first day of training		C.4.3.2
F.5.11	Training Requests: <ul style="list-style-type: none"> • Updated list of candidates • Medical report for each candidate • Initiation of online security forms 		14 calendar days before the first day of training		C.4.3.2
F.5.12	Training Requests: <ul style="list-style-type: none"> • Final list of candidates • CPR and First Aid Certificate 		7 days before the first day of training		C.4.3.2

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5.13	Daily list of data identifying which vessels have been assigned an observer and a waiver (spreadsheet will vary by fishery as specified by NMFS)		Every day		C.4.3.6
F.5.14	Vessel Selection: <ul style="list-style-type: none"> • Unforeseen circumstance resulting in contractor changing a trip from being accepted to waived • Notice of a vessel cancelling a trip that was selected to carry an observer 		Within 24 hours after the scheduled sail date		C.4.3.6
F.5.15	Documentation and Notification: <ul style="list-style-type: none"> • Notification of any emergencies, including medical • Notification of vessels failing to provide adequate notification prior to departing • Vessel refusal to accept an observer • Notification of potential infractions • Safety, inadequacy of vessel's facilities for observers • Renewals or Updates Conflict of interest 		Within 12 hours of learning of the incident		C.4.3.8, C.4.3.9
F.5.16	Online observer tracking system		As updated		C.4.3.8
F.5.17	Results of Captains Interviews		Within 2 working days of the interview		C.4.3.11
F.5.18	Vessel Reimbursement Form		At proposal submission		C.4.3.12
F.5.19	Proof that meal reimbursement check has been cashed or check cancellation fees		90 days within receipt of check		C.4.3.12
F.5.20	Notification that observer is leaving the program and		2 weeks prior to the scheduled exit interview		C.4.3.14
F.5.21	Reason the observer is leaving the program		Within 7 days of the observers departure		C.4.3.14
F.5.22	Invoice		Monthly		G.3
F.5.23	Proof of Insurance		Within 10 days after contract award; within 24 hours of any change thereafter		H.7.2.i
F.5.24	Request for changes to key personnel		At least 15 days prior to substitution		H.8
F.5.25	Nondisclosure Agreements to be signed by observer		By commencement of training		C.4.3.2
F.5.26	Copy of documents/ memos sent to observers		Within 24 hours of when the documents/memos are sent out		C.4.3.8
F.5.27	Notification to NMFS that an observer is subject to disciplinary action		Within 24 hours of when the disciplinary action took place		C.4.3.8

**SECTION G
CONTRACT ADMINISTRATION**

G.1 CAR 1352.216-76 PLACEMENT OF ORDERS (APR 2010)

(a) The contractor shall provide services under this contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order
- (ii) Contract number and order number
- (iii) Item number and description, quantity, and unit price or estimated cost or fee
- (iv) Delivery or performance date
- (v) Place of delivery or performance (including consignee)
- (vi) Packaging, packing, and shipping instructions, if any
- (vii) Accounting and appropriation data
- (viii) Method of payment and payment office, if not specified in the contract
- (ix) Any other pertinent information

(b) In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

Warranted NOAA Contracting Officers

G.2 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. Additional gear list is included in Section J, Attachment 20, NEFOP Gear List.

Item Number	Description	Quantity	Delivery Date	Property/Tag No. (if applicable)
0001	Satellite phone (for emergency situations only)	As Needed	As Needed	To be Determined
0002	Panasonic Rugged laptop computer (when programming is complete and tested)	As Needed	As Needed	To be Determined
0003	Peterson’s Guide to Atlantic Coast Fishes	As Needed	As Needed	To be Determined
0004	Peterson’s Guide to the Atlantic Seashore	As Needed	As Needed	To be Determined
0005	Beached Birds, A COASST Field Guide to the North Atlantic	As Needed	As Needed	To be Determined
0006	National Geographic Field Guide to Birds of North America	As Needed	As Needed	To be Determined
0007	Marel Motion Calibrated Platform Scale	As Needed	As Needed	To be Determined
0008	Fish Measuring Strips	As Needed	As Needed	To be Determined
0009	Tyvek tags, pre-printed for samples	As Needed	As Needed	To be Determined
0010	Write-in-rain notebooks	As Needed	As Needed	To be Determined
0011	Age envelopes (non-lined)	As Needed	As Needed	To be Determined
0012	Age envelope liners (cut up paper)	As Needed	As Needed	To be Determined
0013	Diaries	As Needed	As Needed	To be Determined
0014	Measuring stick (probe for determining depth of fish pile for volume estimates)	As Needed	As Needed	To be Determined
0015	Tyvek tags, blank	As Needed	As Needed	To be Determined
0016	Marine mammal yellow tags	As Needed	As Needed	To be Determined
0017	Sea turtle tags	As Needed	As Needed	To be Determined
0018	Sea turtle pliers	As Needed	As Needed	To be Determined
0019	Observer Program Manual	As Needed	As Needed	To be Determined
0020	Observer Biological Sampling Manual	As Needed	As Needed	To be Determined
0021	Observer cheat sheets Observer Training Manual Regulatory compliance folder	As Needed	As Needed	To be Determined
0022	Marine mammals and turtles field guides	As Needed	As Needed	To be Determined
0023	Requiem shark field guide	As Needed	As Needed	To be Determined
0024	Fishes of the Gulf of Maine – Bigelow (recommended by not required at sea)	As Needed	As Needed	To be Determined
0025	Copies of blank logs, worksheets, and workbooks	As Needed	As Needed	To be Determined

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0026	Marine mammal digital temperature probe, 1F Taylor model #9842	As Needed	As Needed	To be Determined
0027	Marine mammal work slate	As Needed	As Needed	To be Determined
0028	Marine mammal sampling bag	As Needed	As Needed	To be Determined
0029	Scallop board measuring Strips	As Needed	As Needed	To be Determined
0030	Access to Observer Databases and Reports	As Needed	As Needed	To be Determined
0031	Lifeboat	As Needed	As Needed	To be Determined

(End of clause)

G.3 INVOICES

(a) Payment will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment.

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

Attention: Nichole Rossi
NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536

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

NOAA/Eastern Region Acquisition Division
Attn: Timothy Wampler
200 Granby St.
Norfolk, VA 23510
Email: Timothy.Wampler@noaa.gov

3) The designated payment office for this contract is:

NOAA
Eastern Finance Branch
NOAA Finance Office, AOD
20020 CENTURY BLVD
GERMANTOWN, MD 20874

(b) 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.

(c) The contractor will include the following running totals on each invoice submitted:

1. Total Funded amount of the Task Order;
2. Total Performed and Invoiced amount for the Task Order to Date.

(c) The Government will return invoices that do not comply with these requirements.

G.4 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

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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)

G.5 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)
(Reference 48 CFR 1301.602-170)

G.6 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (EAD LOCAL CLAUSE)

(a) *Definitions.* As used in this clause—

“Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

“Property management system” means the Contractor’s system or systems for managing and controlling Government property.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Commerce to rely upon information produced by the system that is needed for management purposes.

(b) *General:* The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria:* The Contractor’s property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) *Significant deficiencies:*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer’s final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments:* If the Contracting Officer makes a final determination to disapprove the Contractor’s property management system, and the contract includes the clause, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

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G.7 CONTRACTOR BUSINESS SYSTEMS (EAD LOCAL CLAUSE)

- (a) Definitions. As used in this clause—
“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.
“Contractor business systems” means—
- (1) Accounting system, if this contract includes the clause, Accounting System Administration;
 - (2) Earned value management system, if this contract includes the clause, Earned Value Management System;
 - (3) Estimating system, if this contract includes the clause, Cost Estimating System Requirements;
 - (4) Material management and accounting system, if this contract includes the clause, Material Management and Accounting System;
 - (5) Property management system, if this contract includes the clause, Contractor Property Management System Administration; and
 - (6) Purchasing system, if this contract includes the clause, Contractor Purchasing System Administration.
- “Significant deficiency,” in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Commerce to rely upon information produced by the system that is needed for management purposes.
- (b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.
- (c) Significant deficiencies:
- (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor’s business systems.
 - (2) The Contracting Officer will evaluate the Contractor’s response and notify the Contractor, in writing, of the final determination as to whether the Contractor’s business system contains significant deficiencies. If the Contracting Officer determines that the Contractor’s business system contains significant deficiencies, the final determination will include a notice to withhold payments.
- (d) Withholding payments.
- (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer’s final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
 - (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer’s intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer’s final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer’s final determination.
 - (3) Payment withhold percentage limits:
 - (i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--
 - (A) Five percent for one or more significant deficiencies in any single contractor business system; and
 - (B) Ten percent for significant deficiencies in multiple contractor business systems.
 - (ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

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- (4) For the purpose of this clause, payment means any of the following payments authorized under this contract:
 - (i) Interim payments under—
 - (A) Cost-reimbursement contracts;
 - (B) Incentive type contracts;
 - (C) Time-and-materials contracts;
 - (D) Labor-hour contracts.
 - (ii) Progress payments.
 - (iii) Performance-based payments.
 - (5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
 - (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.
 - (7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.
 - (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
- (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.
 - (2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:
 - (i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.
 - (ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.
 - (iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.
 - (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.
 - (v) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer

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determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

G.8 ACCOUNTING SYSTEM ADMINISTRATION (EAD LOCAL CLAUSE)

- (a) Definitions. As used in this clause—
- (1) "Acceptable accounting system" means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—
 - (i) Applicable laws and regulations are complied with;
 - (ii) The accounting system and cost data are reliable;
 - (iii) Risk of misallocations and mischarges are minimized; and
 - (iv) Contract allocations and charges are consistent with billing procedures.
 - (2) "Accounting system" means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
 - (3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Commerce to rely upon information produced by the system that is needed for management purposes.
- (b) General: The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause, Contractor Business Systems, and also may result in disapproval of the system.
- (c) System criteria: The Contractor's accounting system shall provide for—
- (1) A sound internal control environment, accounting framework, and organizational structure;
 - (2) Proper segregation of direct costs from indirect costs;
 - (3) Identification and accumulation of direct costs by contract;
 - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
 - (5) Accumulation of costs under general ledger control;
 - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
 - (7) Approval and documentation of adjusting entries;
 - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
 - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
 - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required—
 - (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies:
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

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- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments: If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

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H.1 INDEMNIFICATION

H.1.1 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, for 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.

H.1.2 GOVERNMENT LIABILITY

The Government shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence by the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.2 CONFLICTS OF INTEREST

H.2.1 CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 48 CFR 1309.507-2(d))

H.2.2. FISHERIES OBSERVERS PREVENTING PERSONAL CONFLICTS OF INTEREST (EAD LOCAL CLAUSE)

(a) *Definitions.* As used in this clause—

“Covered employee” means an individual who performs observer services as a Project Manager, Coordinator, Observer I, Observer II, and Observer III per the Statement of Work and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (*A de minimis* interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

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- (viii) Business ownership and investment interests.
- (b) *Requirements.* The Contractor shall—
- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
 - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
 - (2) For each covered employee—
 - (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
 - (3) Inform covered employees of their obligation—
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
 - (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
 - (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
 - (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
 - (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) *Mitigation or waiver.*
- (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
 - (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
 - (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
 - (3) The Contractor shall—
 - (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
- (1) Of any value; and
 - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

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H.3 OBSERVER RELEASE OF PERSONAL INFORMATION

Due to the critical and sensitive nature of the collected data, the contractor shall have all employees, independent contractors, subcontractor's employees complete an Authorization for Release of Information, Section J, Attachment 28, authorizing the National Marine Fisheries Service to conduct a background investigation and fulfill the required paper work for the security background check (Section J, Attachment 13, Security Background Instructions) and submit to the COTR no later than seven (7) days prior to scheduled training or briefing session.

H.4 IMPLEMENTATION OF HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD 12)

The performance of this contract requires contract employees to have physical access to the Federal Government's premises for more than one hundred and eighty (180) calendar days or to have access to a Federal Government's information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification (PIV) procedures that implement HSPD-12, Federal Information FIPS PUB 201 and OMB Memorandum M-05-24. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

H.5 OBSERVER SEA DAY WAGE RATE AND OVERTIME

While at sea, observers work an average of 12 hours per day as the contractor's employee aboard a privately owned commercial fishing vessel. The contractor must follow all federal employment and wage guidelines as provided in the Department of Labor Wage Rate Determination and comply with overtime compensations as required by the Fair Labor Standards Act. All federal regulations regarding employment and wages must be followed regardless of whether observer work is performed inside or outside U. S. territorial waters or international waters. The contractor shall adhere to the requirements of the Service Contract Act and applicable Wage Rate Determination when paying salaries and benefits to observers.

H.6 INSURANCE

H.6.1 OBSERVER INSURANCE

The contractor shall provide accident and health insurance for the observers for the entire period the observers are performing services under this contract. The accident and health insurance requirement is to provide coverage for observers injured while on the job during the performance of their duties and need not necessarily include general health benefits. The Service Contract Act requires employees to be paid a Health and Welfare benefit if not receiving general health insurance from the employer. If contractor employees are receiving general health insurance benefits then these costs should be incorporated into the seaday price. Information on the Federal Employee's Compensation Act (FECA) can be found on the National Observer Program's web page at <http://www.st.nmfs.gov/st4/nop/index.html>

H.6.2 OTHER INSURANCE COVERAGE

In addition to observer accident and health insurance, the contractor shall provide the following insurance (Section F.5.23):

See Section I.12, Clause FAR 52.228-7, Insurance – Liability to Third Persons. The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- (a) Maritime liability to cover "seaman's" claims under the Merchant Marine Act (Jones Act) and General Maritime Law (\$5,000,000 minimum)
- (b) Coverage under U. S. Longshore and Harbor Worker's Compensation Act (\$3,000,000 minimum)
- (c) Coverage as required by 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

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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.

- (d) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each occurrence.
- (e) Property damage liability with a limit of not less than \$100,000 for each occurrence.
- (f) 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.
- (g) 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 \$500,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$500,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$500,000 multiplied by the number of seats or passengers, whichever is greater.
- (h) In the event the contractor is given the responsibility of operating any government-owned vessel, the contractor shall have Protection and Indemnity insurance that includes Jones Act coverage on the vessels. That includes Captain and Crew coverage in the amount of \$1,000,000 with \$15,000,000 in Excess coverage. The contractor shall list the Government as an additional insured party on this policy. This insurance will be required only when the task order includes a requirement for the contractor to operate and maintain a Government-owned vessel.
- (i) Government transportation will be available in some instances for local travel and for travel to some remote sites for leg changes on cruises. The contractor shall assume full liability for their employees traveling in Government vehicles. The government will not be liable for any injury or death resulting from contractor employees riding in government vehicles.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award of any base, option period, certifying, among other things, that the policy contains the aforementioned endorsement (F.5.23). The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes and renewals shall be furnished to the Contracting Officer within twenty four (24) hours of contractor receipt (F.5.23).

H.6.3 CAR 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE—FIXED PRICE (APR 2010)

(Reference 48 CFR 1328.310-70(d))

H.7 CAR 1352.237-75 KEY PERSONNEL (APR 2010)

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

<u>Name</u>	<u>Position Title</u>
(To be Determined)	Project Manager
(To be Determined)	Coordinator(s)

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

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

(End of clause)

H.8 OBSERVER CANDIDATE SCREENING REQUIREMENTS

- (a) The contractor shall provide medical fitness screening for each prospective observer candidate. Medical examinations are required for each new hire and shall be redone and resubmitted each year thereafter. Supporting documentation to verify the observer candidate meets medical and psychological fitness requirements shall be provided by the contractor to NMFS 14 days prior to the beginning of training (Section J, Attachment 29, Medical Fitness Requirement).
- (b) NMFS retains the right to reject any observer proposed by the contractor that does not meet the required qualifications or standards as identified herein, or if their behavior on other NMFS projects has been disruptive. NMFS further retains the right to prohibit an observer from participating in a project if the observer violated the Observer Standards of Conduct (Section J, Attachment 7, Observer Standards of Conduct) or if the observer failed to satisfactorily perform the required duties.

H.9 OBSERVER PERFORMANCE

The NMFS COTR retains the right to prohibit an observer from participating in the Northeast Fishery Observer Program if any of the following occur:

- (a) Violation of the Observer Standards of Conduct in Section J, Attachment 7.
- (b) Failure to satisfactorily perform the duties specified in the SOW.
- (c) Failure to abide by the NEFOP Observer Performance Monitoring, Review, Probation, and Decertification standards (Section J, Attachment 26).

If NMFS deems the observer's data quality as poor, the contractor must follow the improvement steps outlined in its Quality Assurance Management Plan (Section F.5.3) to ensure correction and enable observer performance improvement. If deemed necessary by NMFS, an observer will be placed on pre-probation, probation or decertified as specified in Section J, Attachment 25, NEFOP Observer Performance Monitoring, Review, Probation, and Decertification standards. NMFS will contact the contractor and observer to inform them of their change of status within a week of their decision.

- (d) Unsatisfactory performance as an observer in a different observer program.

The NMFS COTR retains the right to reject any returning observer proposed by the contractor if their performance was at an unsatisfactory level on previous observer programs or if their behavior in previous observer programs was disruptive or jeopardized the credibility of the observer program.

H.10 TRAVEL

Travel and per diem rates, for reimbursement purposes shall be in accordance with acceptable accounting procedures and with Federal Acquisition Regulations (FAR) 31.205-46, in accordance with the Federal Travel Regulation accessible at www.gsa.gov/fttr and the NOAA Travel Regulations accessible at <http://www.corporateservices.noaa.gov/~finance/TR.NOAAreg2.htm>.

H.11 NOTICE TO GOVERNMENT OF DELAYS

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor has knowledge that any

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actual or potential situation is delaying or threatens to delay timely performance of the contract, the contractor shall immediately notify the Contracting Officer, in writing, giving pertinent details; provided, however, that this data shall be informational only in nature and that this provisions shall not be construed as a waiver by the government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.12 OTHER CONTRACTOR RESPONSIBILITIES

The contractor's personnel shall perform their duties in a cooperative, professional manner. They shall be required to project the same professionalism as the government employees with whom they work. The Government reserves the right to require the contractor's personnel to perform their duties and tasks without disruption of the work in the surrounding area. Contractor's personnel shall immediately be removed from the premises by the contractor if contractor personnel performance endangers the safety or welfare of other personnel (either Government or contractor), Government property, or on-going projects.

H.13 SAFETY PROGRAM

The contractor shall abide by the established Safety Policies at NOAA offices and those on NOAA-owned vessels and aircraft. Those Safety Policies will be provided upon written request to the Contracting Officer's Technical Representative.

H.14 PASSPORT REQUIREMENTS

Passports may be required for some travel. When they are required, the contractor shall make all arrangements for obtaining the passports for those employees. The cost of the passports will be reimbursed by the Government. Request for cost reimbursement should be billed under CLIN 0002, 0007, 0012, 0017, 0022 and 0027.

H.15 GOVERNMENT-CONTRACTOR RELATIONS

- (a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other contractors under other Government contracts, or become a part of the government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee relationship.
 - (1) The services to be performed under this contract do not require the contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the NMFS under its responsibility for good order, administration, safety, and security are applicable to all personnel who enter the government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of government control that is inconsistent with a non-personal services contract.
- (d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

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- (e) Notice. It is the contractor's, as well as the government's responsibility to monitor contract activities and notify the Contracting Officer if the contractor believes that the intent of this clause has been or may be violated.

H.16 CAR 1352.208-70 PRINTING (APR 2010)
(Reference 48 CFR 1308.802-70)

H.17 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 48 CFR 1309.507-2(c))

H.18 CAR 1352.231-71 DUPLICATION OF EFFORT (APR 2010)
(Reference 48 CFR 1331.205-70)

H.19 CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)
(Reference 48 CFR 1339.270(b))

H.20 ADDENDUM TO CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

The C&A requirements of CAR 1352.239-72 do not apply and a Security Accreditation Package is not required. A completed IT Security Checklist is attached (Section J, Attachment 27, IT Security Checklist).

H.21 CAR 1352.216-74 TASK ORDERS (APR 2010)
(Reference 48 CFR 1316.501-2-70)

H.22 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)
(Reference 48 CFR 1309.507-2(b))

H.23 COMPLIANCE WITH U. S. DEPARTMENT OF COMMERCE AND OTHER EXPORT CONTROL REGULATIONS

- (a) In performing this contract, the contractor may engage in activities – such as transfers or releases of items, technology, software, or source code – that are subject to U. S. export controls, including, but not limited to, those contained in the Department of Commerce Export Administration Regulations, 15 C.F.R. Parts 730-774 (EAR), and administered by the Bureau of Industry and Security. The contractor is responsible for compliance with U. S. export controls and associated licensing requirements that may attach to an export of “deemed export,” as defined in Paragraph (b)(1) of this Section. The contractor shall establish and maintain, throughout the period of contract performance, effective export control compliance procedures covering all contractor employees and all of the contractor's non-NOAA facilities where the contract shall be performed. Failure to establish, maintain, or adhere to such compliance procedures shall constitute grounds for default termination under this contract as well as a breach of contract by the contractor.

(b) *Definitions.*

- (1) Deemed export. The EAR defines a deemed export as any release of technology or source code subject to the EAR to a foreign national, in the United States. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii).
- (2) Export-controlled information and technology. Export-controlled information and technology is information and technology subject to the EAR (15 C.F.R. § 730 et seq.) or the International Traffic in Arms Regulations, 22 C.F.F. §§ 120-130 (ITAR), administered by the Department of State. This category includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software, source code or technical data, as defined in the EAR and ITAR>

- (c) The contractor shall prevent unauthorized access by foreign nationals to all export-controlled information and technology that it possesses or that comes into its possession in performance of this contract, to ensure that access by a foreign national is restricted, or licensed, as required by applicable Federal laws, Executive Orders, and/or regulations. If access to EAR or ITAR controlled technology is required by a foreign national, the contractor must obtain appropriate authorization.

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- (d) Nothing in the terms of this contract is intended to change, supersede, or waive any of the requirements of applicable Federal laws, Executive Orders or regulations.
- (e) The contractor shall include this clause, including this paragraph (e) in all subcontracts under this contract.

H.24 EFFECTIVE PERIOD

The effective period of this contract begins on date of contract award and ends on the date of final payment under this contract.

H.25 NONDISPLACEMENT OF QUALIFIED WORKERS

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- (b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

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I.1 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 this address:

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

I.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

(Reference <https://www.acquisition.gov/far>)

I.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS – Alternate I (OCT 2008)

(Reference <https://www.acquisition.gov/far>)

I.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2012)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

 X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (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.)

 X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 X_ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

 (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

 X_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

 (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

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- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12)(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).
- (13)(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.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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 (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (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.)

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

___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (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, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 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).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51)(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.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). Wage Determination 2004-0287 Revision 14 is hereby fully incorporated by reference and included in this contract at Section J.

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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This Statement is for Information Only:
It is not a Wage Determination

Fishery Observer, Junior	\$15.00
Fishery Observer, Journeyman	\$16.73
Fishery Observer, Senior	\$18.59

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$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) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 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.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 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.

I.5 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through twelve (12) months thereafter under the base period, and under any exercised options.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00 the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- (b) "Maximum order." The contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$10,000,000.00
 - (2) Any order for a combination of items in excess of \$10,000,000.00 or
 - (3) A series of orders from the same ordering office within seven calendar (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 90 days beyond the contract expiration date.

(End of clause)

I.8 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 30 days prior to the contract expiration date.

(End of clause)

I.9 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (To be Determined at Time of Award) or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

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(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.10 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(Reference <https://www.acquisition.gov/far>)

I.11 FAR 52.249-9 USE AND CHARGES (APR 2012)

(Reference <https://www.acquisition.gov/far>)

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SECTION K
Representations, Certifications, and Other Offeror Statements

K.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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—

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- (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

(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.

“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.

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

(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 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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations 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 (o) 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 ORCA.]

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(c) Offerors must complete the following representations when the resulting contract will 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 o is, o 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 o is, o is not a veteran-owned small business concern.

(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 o is, o 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, for general statistical purposes, that it o is, o 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 o is, o is not a women-owned small business concern.

(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 o is, o 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 o is, o 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 o is, o 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 o is, o 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.

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

(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 o is a women-owned business concern.

(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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or

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more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *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 o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o 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 o 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.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—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, 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 Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

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[List as necessary]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act”:
Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 Act. 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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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;

(3) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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.

(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 products*.

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.

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(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 Act.* (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.*]

(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 Act 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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).

(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;

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- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.

(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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail 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; and

(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.

(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.

(End of provision)

K.2 TELEFAX NUMBER

The offeror is requested to insert the facsimile number applicable to the contractor's address shown on the solicitation form.

FAX No.: _____

K.3 E-MAIL ADDRESS

The offeror is requested to provide an e-mail address applicable to the contractor's contact point for this solicitation.

E-MAIL ADDRESS: _____

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K.4 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

The offeror represents as part of its offer that it /__ / has, /__ / has not registered on the Central Contractor's Database. (See FAR 52.204-7)

DUNS Number: _____

CAGE Code:_____

K.5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (CLASS DEVIATION) (MARCH 2012)

- (1) In accordance with Sections 543 and 544 of Public Law 112-55 Commerce, Justice, Science, and Related Agencies Appropriations Act 2012, Title V (General Provisions) none of the funds made available by that Act 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, 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.
 - (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, 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) The Offeror represents that, as of the date of this offer -
 - (a) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
 - (b) 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 agreements with the authority responsible for collecting the tax liability.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.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 this/these address(s):
www.acquisition.gov/far

L.2 FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FEB 2012)

(Reference <https://www.acquisition.gov/far>)

L.3 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FEB 2012)

- a. The period of acceptance of offers under subparagraph is (c) Period For Acceptances of Offers is changed from “30 calendar days” to “180 calendar days”;
- b. Subparagraph, (e) Multiple Offers, is stricken in its entirety.

L.4 CAR 1352.215-70 PROPOSAL PREPARATION (APR 2010)

(a) General Instructions

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date of the offer, and the solicitation number. Each volume shall be clearly marked by volume number and title.

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

- (1) The proposal shall be submitted in two (2) separately bound volumes;

Volume I: Technical Proposal

Includes, but is not limited to, Observer Management Approach, Operational Requirements Approach, Observer Support Services Approach, and Past Performance. The Proposal Form (Standard Form 33 or 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation, which shall apply if no other period is offered. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the government has the right, by terms of the solicitation, to make an award without discussion if it so elects.

Volume II: Business and Price Proposal

Includes completed Standard Form 1449; Pricing Schedules in Section B; completed Representations and Certifications, Section K, Attachment 32, Accounting System Questionnaire and Attachment 33, Property Management System Questionnaire. Volume II consists of the offeror’s proposal delineating its capabilities and how it intends to perform contract requirements. Volume II will be evaluated in accord with the criteria contained in Section M.

The Offeror shall provide to NOAA, at the address shown in Block 28 on Page 1 of this solicitation, one (1) original, six (6) copies and two (2) CD ROMS of Volume 1 and one (1) original, three (3) copies and two (2) CD ROMS of Volume 2.

- (2) If there are any discrepancies between the proposal volume hardcopies and the proposal volume disks, the hardcopy will govern. The CD ROMs shall be formatted for Windows 2007. Documents, spreadsheets, or other data submitted must be compatible with Microsoft Office. **The first page of the proposal must show—**

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- (i) The solicitation number;**
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);**
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;**
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and**
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.**

(3) The final proposal revision shall be prepared on standard 8-1/2" by 11" paper, single spaced. Each page shall be labeled with the Offeror's name and the Solicitation number. A page is defined as a typed page of the proposal document, i.e., one sheet of paper with typing on one side. Foldouts shall fold from left to right (sideways), shall not exceed 11" in height and shall count as one page, provided they do not exceed three folds. Each fold that exceeds the three-fold limit shall count as an additional page. The page count for Volume I is limited to seventy (70) pages. NMFS requested supporting documentation (such as Emergency Action Plans, Standards of Conduct, and Manuals), resumes, schedules, drawings, Project Management Plan, Observer Recruitment and Retention Plan, Quality Assurance Plan, Reference Information Sheets, and front matter consisting of cover pages, table of contents, list of figures, list of tables, acronym list, tab separators, reference sheets and past performance references are not included in the page count limitation, these items may be included as attachments. Attachments shall be referenced in the proposal and the contractor shall incorporate the general proposed methods for each of these plans in the proposal (where appropriate). Specifics as to how the plans will be implemented and maintained must be included in the attachment, but are not necessary in the proposal. For example, if the contractor suggested points A, B, and C as strategies for maximizing and ensuring observer recruitment and retention, those strategies should be included in the proposal. The specifics as to how those strategies will be implemented and maintained should be included in the attachment in refined detail. Each volume shall be submitted in three-ring binders with index tabs indicating sections that correspond to those set forth below.

(4) The proposal must be sufficiently detailed and complete to demonstrate an understanding of, and the ability to comply with, all the requirements specified in this Request for Proposal. The proposal shall demonstrate such understanding and ability in a concise, logical manner and shall not contain superfluous material that is not directly related to this acquisition. General statements "that the Offeror can or will comply with the requirements," "standard procedures will be used," "well known techniques will be used," or that paraphrase the Statement of Work in whole or in part will not constitute compliance with these requirements concerning the content of technical proposals.

(5) A legible, neat, orderly, and comprehensive proposal is required. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of conscientiousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor desired.

(6) The level of detail to be presented in response to each section of the outline presented herein is left to the discretion of the Offeror, but information must be presented in the order specified and in sufficient depth for the Government to make a comprehensive evaluation of the Offeror's understanding of, and capability to perform, the RFP requirements. Each volume of the proposal shall be self-contained. Data shall be organized to enable Government personnel to thoroughly evaluate the proposal against specific sections established in Section L.

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- (7) Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.
- (8) **CROSS REFERENCING** - Each proposal volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross referencing to other volumes of the proposal. Cross referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for each Proposal Evaluation Factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.

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(9) **GLOSSARY OF ABBREVIATIONS, ACRONYMS, AND DEFINITIONS –**

Each proposal volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations for their respective volumes.

(10) **COMMUNICATION WITH NOAA –**

(i) Solicitation amendments will be posted to www.fedbizopps.gov.

(ii) Offerors must submit all questions concerning this solicitation in writing via email to the Contract Specialist at Timothy.Wampler@noaa.gov. The originator of the question(s) will not be identified in the amendment. Questions must be received no later 2:00 p.m. local time on October 3, 2011. All responses to the questions will be made in writing and included in an amendment to the solicitation. Only questions submitted by electronic mail will receive a response. Information provided with each question should include a document name, document date, specific page, paragraph, clause or definitive citation requiring clarification.

(iii) Failure to conform to the requirements of the Instructions, Conditions and Notices herein may form the basis to reject the proposal.

(b) **Detailed Technical Proposal Content Requirements**

The Offeror shall describe how it intends to meet the goals and objectives of the solicitation in the following format:

SECTION 1.0 MANAGEMENT APPROACH (VOLUME 1)

The Management Approach Section shall be organized in the following format:

1. The Offeror shall describe its management approach for providing observer services. It shall include a detailed description how it will perform all technical and business management functions that are necessary to achieve the objectives of this contract. The Offeror shall include a Project Management Plan showing how it will meet the requirements of the contract.
2. The Offeror shall describe their plan to provide all personnel and other resources necessary to accomplish these functions. The Offeror shall describe in detail their integrated management approach.
 - a. The Offeror's proposed approach for staffing, controlling, and overseeing the overall management operations within the project.
 - b. An organizational chart of the Offeror's team indicating the names and roles of the key personnel, Project Manager, reporting relationships with senior management, and interfaces with NOAA or other entities. Resumes of Key Personnel are to be included.
 - c. The Offeror's proposed approach to assure compliance with the regulatory body requirements within the Performance Work Statement (Section C) with a description of how the Offeror will comply with the appropriate sections of the Service Contract Act.
 - d. The Offeror's proposed approach for quality control and monitoring quality in observer data collection requirements including, but not limited to, a Quality Assurance Plan (Section F).
 - e. The Offeror's planned approach for controlling costs during the contract period. The Offeror shall describe its approach and processes for providing all weekly, monthly, quarterly, and annual reports.

SECTION 2.0 OPERATIONAL REQUIREMENTS APPROACH (VOLUME 1)

The Operational Requirements Approach Section shall be organized in the following format:

1. The Offeror shall describe its approach for providing for and recruiting observer candidates and plan to retain qualified observers. The Offeror shall describe in detail their recruitment plan; how they will ensure their observer candidates become fully qualified; and how they plan on retaining these qualified observers for future vessel deployments.
2. The Offeror shall describe in sufficient detail their observer's duties and how it plans to ensure compliance with the duties and Standards of Conduct.

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3. The Offeror shall include a Quality Assurance Plan that details how it will ensure Observer's compliance with data quality requirements and NOAA's Data Quality Control Act. The Quality Assurance Plan may be included as an attachment, but shall be referenced and detailed throughout the proposal where quality assurance policies are required as stated by the RFP. By detailed NOAA means that the general strategy as to how the contractor will ensure effectiveness and efficiency of collection efforts as well as the quality of data collected by its observers shall be stated in the proposal. The specifics as to how the Quality Assurance Plan shall be established, implemented, and maintained shall be included in the attachment.
4. As may be required, the Offeror shall describe the proposed approach for data analysis to be provided on a monthly basis.

SECTION 3.0 OBSERVER SUPPORT SERVICES APPROACH (VOLUME 1)

The Observer Support Services Approach Section shall be organized in the following format:

1. The Offeror shall describe their proposed approach to providing logistics and operation support to the observer for deployment.
 - a. The Offeror's support for the observer while in training.
 - b. The Offeror's travel and travel payment plan for observer candidates and Observers while traveling for training, traveling to land-based assignments and vessel deployments, traveling for briefings and debriefings.
 - c. A complete description of hotel, motel, apartment, or other lodging it will provide for observer candidates and observers while on travel for training, traveling to land-based assignments, traveling to vessel deployment assignments, traveling for briefings and debriefings.
 - d. A complete description of lodging it will provide to observer candidates and observers while in-between assignments or while on a break from one assignment.
 - e. A detailed description of Offeror's proposed approach to safety.
 - f. A detailed description of Offeror's proposed approach to providing mission equipment and the maintenance of that equipment to ensure an observer is able to carry out their duties.
 - g. A detailed description of the Offeror's approach to providing for communications between observer candidates and Offeror, observers and Offeror, Vessel owners/captains and Offeror.
 - h. The Offeror's approach to making observer candidates and/or observers available for investigating circumstances of alleged violations.
2. The Offeror shall describe its proposed approach to training requirements.
3. The Offeror shall describe in detail its proposed approach to adhering to vessel selection, and communications requirements.
4. The Offeror shall describe its approach to ensuring that observer candidates and observers receive appropriate quarters and food while assigned and deployed on a specific vessel.
5. The Offeror shall describe its approach to ensuring that observer candidate and observer safety in assigning them to a vessel.
6. The Offeror shall describe its process and procedures in assigning an observer candidate or observer to a vessel; monitoring an observer candidate and observer's conduct.
7. The Offeror shall describe its proposed participation in an NMFS observer program outreach.
8. The Offeror shall describe its process and procedures in retaining qualified, good performing and superior performing observers.

SECTION 4.0 PAST PERFORMANCE INFORMATION

Offerors shall provide the contractor Past Performance Information Form (Section J, Attachment 30) to the Points of Contact identified in the Reference Information Sheets and advise them to submit the completed form to the NOAA Contracting Officer by the proposal due date. The Contracting Officer will treat each reference's response as "Source Selection Sensitive". In addition to completing a Past Performance Information Form (Section J, Attachment 30), the offeror shall discuss how its past performance demonstrates its ability to perform the work stated herein and how the past performance is similar in size, scope and complexity to the work described herein. The offeror shall include a list of references to include the customer name, point of contact with phone number, a description of services, the contract

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period of performance and the dollar value. The Government reserves the right to obtain information from other sources in evaluating an offerors past performance. Firms with no relevant past performance will receive a neutral rating.

SECTION 5.0 PRICE (VOLUME 2)

1. The Offeror's price proposal shall include a completed Section B.2, Schedule of Items and Prices. All Contract Line Items must be offered in order for the Offeror to be considered for award. All proposals pricing information submitted by Offerors is for the exclusive use of the Government.
2. The Government anticipates 16,000 hours of overtime per year for CLINS 0001, 0006, 0011, 0016, 0021 and 0026. The Offeror's loaded Sea Day rate shall account for FLSA and SCA overtime for Observer I, II and III. The "loaded" rate shall be inclusive of all wages, overtime, fringe benefits, overhead, general and administrative expenses, and profit (no travel, training, or vessel meal reimbursements are to be included).
3. Price Proposals must be formatted in accordance with the tables provided at Section B.2 Schedule of Items and Prices. Proposals shall provide unit prices and extended amounts. No deviation or alternate price proposal will be accepted.
4. Current significant budgetary constraints demand that the impact of these constraints and ownership of the solution be shared through the public sector, including contractors. Offerors are asked to consider reduction or elimination of cost or pricing of the escalation of Observer Sea Days and Hourly Observer Rates (Observer I, II, and III) for all ordering periods and throughout the entire performance of this contract.

**SECTION 6.0 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST DUE DILIGENCE
(VOLUME 2)**

1. The offeror should provide information as required by L.16 (a)(2) and (d).

L.5 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: Brendon Johnson, Contracting Officer
FAX: 757-441-3786

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: Mark Langstein, 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.

L.6 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).

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(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: Brendon Johnson, Contracting Officer
EMAIL: Brendon.Johnson@noaa.gov
FAX: 757-441-3786

(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: Mark Langstein, 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.

(End of clause)

L.7 CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTEST (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, 14th Street and Constitution Avenue, NW. Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

L.8 SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package which contains the offer/amendment be addressed in the format presented in the "Address Offer to" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are **"PROPOSAL DATA - TO BE OPENED BY ADDRESSEE ONLY."**

L.9 CONTRACTOR TEAM ARRANGEMENTS

If the Offeror is proposing Contractor Team Arrangements for this acquisition as defined in FAR Subpart 9.6, the Offeror must submit a copy of the Contractor Team Arrangement entered into between teaming partners or between the prime and the subcontractor. The use of subcontractors is not required, but if proposed will be evaluated accordingly.

EA133F-11-RP-0153 Amendment 0007 Conformed Copy

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Contractor Team Arrangements must be within the limitations on subcontracting required under FAR 52.219-14 Limitations on Subcontracting and must meet all applicable small business representations required under Section K to this RFP. Offeror must specify the relationship between the Prime Contractor(s), and the Subcontractor(s). Offeror must describe in detail, under past performance, the nature of work this team has performed previously, if applicable.

L.10 CAR 1352.242-71 POST-AWARD CONFERENCE (APR 2010)

A post-award conference with the successful offeror may be required. If required, the Contracting Officer will contact the contractor within ten (10) days of contract award to arrange the conference.

The conference will be held at:

(To be determined)

(End of clause)

L.11 PERIOD OF ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are offered.

L.12 AMENDMENTS TO PROPOSALS

Any changes to a proposal, requested by the Government, made by the offeror after its initial submittal shall be indicated by using a bold font for any changes. In addition, changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change using a bold font. The offeror shall include the date of the amendment at the bottom of the changed pages.

The Offeror shall provide with its final proposal revision (FPR) a summary of change(d) pages, and bold all new or changed text in each page with a change bar in the margin to denote the new information. Submitted change(d) pages must clearly identify new and/or changed content from the original proposal submission. This provision applies to all volumes. The Government clarifies the following:

- i. For Volume I, Offeror shall bold any additions or changes and denote this in the margin with a “change bar.”
- ii. For Volume II, the Offeror may, if applicable, provide a cover letter statement that the entire price proposal has been revised. If the entire price proposal has been revised, the Offeror is not required to bold changes but must still identify what has been inserted, and/or replaced from the original proposal submission.
- iii. Offeror shall provide the summary of changes before the final proposal revision. This summary does not count towards the final proposal revision page limit.

L.13 INCURRING COSTS

The Department of Commerce shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Department of Commerce for the expenditure of public funds in connection with this procurement.

L.14 PROHIBITION ON MULTIPLE PROPOSALS

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. Recognizing that NOAA is encouraging innovative solutions, NOAA will only consider one solution per offeror. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since NOAA would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

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L.15 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- A. Percent of the set-aside: 100%
- B. Type of set-aside: Total Small Business
- C. NAICS: 541712 Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)

L.16 CAR 1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) There is a potential organizational conflict of interest (See FAR SubPart 9.5, Organizational and Consultant Conflict of Interest due to (1) unequal access to competitive non-releasable and fisheries statistics data protected under NOAA Administrative Order 216-100 Protection of Confidential Fisheries Statistics and (2) potential bias or impaired objectivity arising from an offeror's prior and active contracts, grants, and business interests at the prime level, subcontractor level at any tier, or consultant level at any tier. The definition of "offeror" for this provision shall include the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest. For the purpose of this provision, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Restrictions are needed to ensure that no company gains an unfair competitive advantage as a result of performing the observer services. Restrictions are needed to ensure that no company is in a prohibited bias, impaired objectivity or unfair access to non-public information Organizational Conflict of Interest arising from its prior and active contract, grants, and business interests at the prime level, subcontractor level at any tier, or consultant level at any tier.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

(d) As part of its Volume II Proposal, the offeror (and any proposed subcontractor(s) or consultant(s) at any tier) shall supply a list of all prior and active contracts, grants, and business interests, going back to a period 2 years prior to May 1, 2012. This list shall include: (1) a description of each prior or active contract, grant or business interest including any titles (2) its dollar value, (3) any publicly available information from public websites and online information sources (4) any company internal information that would help the agency evaluate for potential OCI, and (5) a statement from the offeror explaining its relationship with Fisheries Observers (if any).

(e) Contractor personnel will have access to company proprietary information that is protected from disclosure by law and which may provide contractor personnel and the contractor with unequal access to competitive information. This company proprietary information is defined as any operational or financial, or economic information about any corporation, partnership, association or other entity.

Operational information includes:

1. Any Observed Vessel Name;
2. All Captain Names and contact information (e.g. phone numbers, email addresses, and physical addresses);
3. All Crew member names and contact information (e.g. phone numbers, email addresses, and physical addresses);
4. Any visual representations (photographs, pictures, drawings, or sketches) of the vessel and crew during any point of a trip (from pre-deployment, through deployment, and through landing);
5. Any information concerning the date and time of departure, date and time of changes in vessel location during a trip, and date and time of vessel landing;

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6. Any information concerning the physical location (latitude and longitude) of the observed vessel at any point during a trip and any fishing locations;
7. Any information or recordings of catch or bycatch during any part of any trip;
8. Any information or recording of landings during any trip;
9. Any information concerning the configuration or deployment of the vessel's gear at any point during a trip.

**SECTION M
AWARD EVALUATION FACTORS**

M.1 CAR 1352.215-74 EVALUATION QUANTITIES--INDEFINITE QUANTITY CONTRACT (APR 2010)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable).

M.2 FAR 52.212-2 EVALUATION —COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Management Approach
- (2) Operational Requirements Approach
- (3) Observer Support Services Approach
- (4) Past Performance
- (5) Price

The above factors are listed in descending order of important.

Factors 1 through 4 above, when combined, are significantly more important than Factor 5 price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

M.3 CAR 1352.215-74 BEST VALUE EVALUATION (APR 2010)

(a) Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price/cost and non-price evaluation factors, to provide the best value to the Government in accordance with the criteria stated in FAR 52.212-2(a) above.

(b) The Government intends to award a single contract in response to the solicitation. The Government reserves the right not to award a contract depending on the quality of the proposals submitted and the availability of funds. The Government reserves the right to make multiple awards.

(c) Evaluation of Proposals.

(1) Initial Evaluation of Proposals. All offers received will be evaluated in accordance with the stated evaluation factors. The Government reserves the right to make an award without discussions based solely upon initial proposals. Therefore, offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed.

SECTION M
AWARD EVALUATION FACTORS

If award is not made upon initial proposals, then the Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly-rated proposals. Only those offerors in the competitive range will be offered an opportunity to participate further in the procurement.

(2) Discussions/Final Proposal Revisions. The Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of discussions, a final common cut-off date for submission of final proposal revisions will be established. Those offerors remaining in the competitive range will be notified to submit Final Proposal Revisions.

(3) Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

(End of clause)

2. Amendment/Modification No. 0007	3. Effective Date June 15, 2012	4. Requisition/Purchase Req. No. NFFM7210-11-03209	5. Project No. (if applicable)
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6. Issued By NOAA/EASTERN REGION ACQUISITION 200 GRANBY STREET SUITE 815 NORFOLK, VA 23510	Code AJ930073	7. Administered By (If other than Item 6)	Code SEE BLOCK 6
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8. Name and Address of Contractor (No., Street, County, and Zip Code)	(X)	9A. Amendment of Solicitation No.	EA133F-11-RP-0153
	X	9B. Date (See Item 11)	Sep 16, 2011
		10A. Modification of Contract/Order No.	
		10B. Date (See Item 13)	
Code	Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is restated 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 restated, 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)
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**(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.)

Amendment 0007 to Solicitation EA133F-11-RP-0153 makes changes to Section L.4 CAR 1352.215-70 Proposal Preparation (APR 2010) as follows:

(1) Section L.4 CAR 1352.215-70 Proposal Preparation (APR 2010) is restated as follows:

L.4 CAR 1352.215-70 PROPOSAL PREPARATION (APR 2010)

(a) General Instructions

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	16B. United States of America
15C. Date Signed	16C. Date Signed
_____ (Signature of person authorized to sign)	_____ (Signature of Contracting Officer)

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date of the offer, and the solicitation number. Each volume shall be clearly marked by volume number and title.

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

- (1) The proposal shall be submitted in two (2) separately bound volumes;

Volume I: Technical Proposal

Includes, but is not limited to, Observer Management Approach, Operational Requirements Approach, Observer Support Services Approach, and Past Performance. The Proposal Form (Standard Form 33 or 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation, which shall apply if no other period is offered. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the government has the right, by terms of the solicitation, to make an award without discussion if it so elects.

Volume II: Business and Price Proposal

Includes completed Standard Form 1449; Pricing Schedules in Section B; completed Representations and Certifications, Section K, Attachment 32, Accounting System Questionnaire and Attachment 33, Property Management System Questionnaire. Volume II consists of the offeror's proposal delineating its capabilities and how it intends to perform contract requirements. Volume II will be evaluated in accord with the criteria contained in Section M.

The Offeror shall provide to NOAA, at the address shown in Block 28 on Page 1 of this solicitation, one (1) original, six (6) copies and two (2) CD ROMS of Volume 1 and one (1) original, three (3) copies and two (2) CD ROMS of Volume 2.

- (2) If there are any discrepancies between the proposal volume hardcopies and the proposal volume disks, the hardcopy will govern. The CD ROMs shall be formatted for Windows 2007. Documents, spreadsheets, or other data submitted must be compatible with Microsoft Office. **The first page of the proposal must show—**

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (3) The final proposal revision shall be prepared on standard 8-1/2" by 11" paper, single spaced. Each page shall be labeled with the Offeror's name and the Solicitation number. A page is defined as a typed page of the proposal document, i.e., one sheet of paper with typing on one side. Foldouts shall fold from left to right (sideways), shall not exceed 11" in height and shall count as one page, provided they do not exceed three folds. Each fold that exceeds the three-fold limit shall count as an additional page. The page count for Volume I is limited to seventy (70) pages. NMFS requested supporting documentation (such as Emergency Action Plans, Standards of Conduct, and Manuals), resumes, schedules, drawings, Project Management Plan, Observer Recruitment and Retention Plan, Quality Assurance Plan, Reference Information Sheets, and front matter consisting of cover pages, table of contents, list of figures, list of tables, acronym list, tab separators, reference sheets and past performance references are not included in the page count limitation, these items may be included as attachments. Attachments shall be referenced in the proposal and the contractor shall incorporate the general proposed methods for each of these plans in the proposal (where appropriate). Specifics as to how the plans will be implemented and maintained must be included in the attachment, but are not necessary in the proposal. For example, if the contractor suggested points A, B, and C as strategies for maximizing and ensuring observer recruitment and retention, those strategies should be included in the proposal. The specifics as to how those strategies will be implemented and maintained should be included in the attachment in refined detail. Each volume shall be submitted in three-ring binders with index tabs indicating sections that correspond to those set forth below.

- (4) The proposal must be sufficiently detailed and complete to demonstrate an understanding of, and the ability to comply with, all the requirements specified in this Request for Proposal. The proposal shall demonstrate such understanding and ability in a concise, logical manner and shall not contain superfluous material that is not directly related to this acquisition. General statements "that the Offeror can or will comply with the requirements," "standard procedures will be used," "well known techniques will be used," or that paraphrase the Statement of Work in whole or in part will not constitute compliance with these requirements concerning the content of technical proposals.

(5) A legible, neat, orderly, and comprehensive proposal is required. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of conscientiousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor desired.

(6) The level of detail to be presented in response to each section of the outline presented herein is left to the discretion of the Offeror, but information must be presented in the order specified and in sufficient depth for the Government to make a comprehensive evaluation of the Offeror's understanding of, and capability to perform, the RFP requirements. Each volume of the proposal shall be self-contained. Data shall be organized to enable Government personnel to thoroughly evaluate the proposal against specific sections established in Section L.

(7) Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.

(8) CROSS REFERENCING - Each proposal volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross referencing to other volumes of the proposal. Cross referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for each Proposal Evaluation Factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.

(9) GLOSSARY OF ABBREVIATIONS, ACRONYMS, AND DEFINITIONS – Each proposal volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations for their respective volumes.

(10) COMMUNICATION WITH NOAA –

(i) Solicitation amendments will be posted to www.fedbizopps.gov.

(ii) Offerors must submit all questions concerning this solicitation in writing via email to the Contract Specialist at Timothy.Wampler@noaa.gov. The originator of the question(s) will not be identified in the amendment. Questions must be received no later 2:00 p.m. local time on October 3, 2011. All responses to the questions will be made in writing and included in an amendment to the solicitation. Only questions submitted by electronic mail will receive a response. Information provided with each question should include a document name, document date, specific page, paragraph, clause or definitive citation requiring clarification.

(iii) Failure to conform to the requirements of the Instructions, Conditions and Notices herein may form the basis to reject the proposal.

(b) Detailed Technical Proposal Content Requirements

The Offeror shall describe how it intends to meet the goals and objectives of the solicitation in the following format:

SECTION 1.0 MANAGEMENT APPROACH (VOLUME 1)

The Management Approach Section shall be organized in the following format:

1. The Offeror shall describe its management approach for providing observer services. It shall include a detailed description how it will perform all technical and business management functions that are necessary to achieve the objectives of this contract. The Offeror shall include a Project Management Plan showing how it will meet the requirements of the contract.
2. The Offeror shall describe their plan to provide all personnel and other resources necessary to accomplish these functions. The Offeror shall describe in detail their integrated management approach.
 - a. The Offeror's proposed approach for staffing, controlling, and overseeing the overall management operations within the project.
 - b. An organizational chart of the Offeror's team indicating the names and roles of the key personnel, Project Manager, reporting relationships with senior management, and interfaces with NOAA or other entities. Resumes of Key Personnel are to be included.
 - c. The Offeror's proposed approach to assure compliance with the regulatory body requirements within the Performance Work Statement (Section C) with a description of how the Offeror will comply with the appropriate sections of the Service Contract Act.
 - d. The Offeror's proposed approach for quality control and monitoring quality in observer data collection requirements including, but not limited to, a Quality Assurance Plan (Section F).
 - e. The Offeror's planned approach for controlling costs during the contract period. The Offeror shall describe its approach and processes for providing all weekly, monthly, quarterly, and annual reports.

SECTION 2.0 OPERATIONAL REQUIREMENTS APPROACH (VOLUME 1)

The Operational Requirements Approach Section shall be organized in the following format:

1. The Offeror shall describe its approach for providing for and recruiting observer candidates and plan to retain qualified observers. The Offeror shall describe in detail their recruitment plan; how they will ensure their observer candidates become fully qualified; and how they plan on retaining these qualified observers for future vessel deployments.
2. The Offeror shall describe in sufficient detail their observer's duties and how it plans to ensure compliance with the duties and Standards of Conduct.
3. The Offeror shall include a Quality Assurance Plan that details how it will ensure Observer's compliance with data quality requirements and NOAA's Data Quality Control Act. The Quality Assurance Plan may be included as an attachment, but shall be referenced and detailed throughout the proposal where quality assurance policies are required as stated by the RFP. By detailed NOAA means that the general strategy as to how the contractor will ensure effectiveness and efficiency of collection efforts as well as the quality of data collected by its observers shall be stated in the proposal. The specifics as to how the Quality Assurance Plan shall be established, implemented, and maintained shall be included in the attachment.
4. As may be required, the Offeror shall describe the proposed approach for data analysis to be provided on a monthly basis.

SECTION 3.0 OBSERVER SUPPORT SERVICES APPROACH (VOLUME 1)

The Observer Support Services Approach Section shall be organized in the following format:

1. The Offeror shall describe their proposed approach to providing logistics and operation support to the observer for deployment.
 - a. The Offeror's support for the observer while in training.
 - b. The Offeror's travel and travel payment plan for observer candidates and Observers while traveling for training, traveling to land-based assignments and vessel deployments, traveling for briefings and de-briefings.
 - c. A complete description of hotel, motel, apartment, or other lodging it will provide for observer candidates and observers while on travel for training, traveling to land-based assignments, traveling to vessel deployment assignments, traveling for briefings and debriefings.
 - d. A complete description of lodging it will provide to observer candidates and observers while in-between assignments or while on a break from one assignment.
 - e. A detailed description of Offeror's proposed approach to safety.
 - f. A detailed description of Offeror's proposed approach to providing mission equipment and the maintenance of that equipment to ensure an observer is able to carry out their duties.
 - g. A detailed description of the Offeror's approach to providing for communications between observer candidates and Offeror, observers and Offeror, Vessel owners/captains and Offeror.
 - h. The Offeror's approach to making observer candidates and/or observers available for investigating circumstances of alleged violations.
2. The Offeror shall describe its proposed approach to training requirements.
3. The Offeror shall describe in detail its proposed approach to adhering to vessel selection, and communications requirements.
4. The Offeror shall describe its approach to ensuring that observer candidates and observers receive appropriate quarters and food while assigned and deployed on a specific vessel.
5. The Offeror shall describe its approach to ensuring that observer candidate and observer safety in assigning them to a vessel.
6. The Offeror shall describe its process and procedures in assigning an observer candidate or observer to a vessel; monitoring an observer candidate and observer's conduct.
7. The Offeror shall describe its proposed participation in an NMFS observer program outreach.
8. The Offeror shall describe its process and procedures in retaining qualified, good performing and superior performing observers.

SECTION 4.0 PAST PERFORMANCE INFORMATION

Offerors shall provide the contractor Past Performance Information Form (Section J, Attachment 30) to the Points of Contact identified in the Reference Information Sheets and advise them to submit the completed form to the NOAA Contracting Officer by the proposal due date. The Contracting Officer will treat each reference's response as "Source Selection Sensitive". In addition to completing a Past Performance Information Form (Section J, Attachment 30), the offeror shall discuss how its past performance demonstrates its ability to perform the work stated herein and how the past performance is similar in size, scope and complexity to the work described herein. The offeror shall include a list of references to include the customer name, point of contact with phone number, a description of services, the contract period of performance and the dollar value. The Government reserves the right to obtain information from other sources in evaluating an offerors past performance. Firms with no relevant past performance will receive a neutral rating.

SECTION 5.0 PRICE (VOLUME 2)

1. The Offeror's price proposal shall include a completed Section B.2, Schedule of Items and Prices. All Contract Line Items must be offered in order for the Offeror to be considered for award. All proposals pricing information submitted by Offerors is for the exclusive use of the Government.
2. The Government anticipates 16,000 hours of overtime per year for CLINS 0001, 0006, 0011, 0016, 0021 and 0026. The Offeror's loaded Sea Day rate shall account for FLSA and SCA overtime for Observer I, II and III. The "loaded" rate shall be inclusive of all wages, overtime, fringe benefits, overhead, general and administrative expenses, and profit (no travel, training, or vessel meal reimbursements are to be included).
3. Price Proposals must be formatted in accordance with the tables provided at Section B.2 Schedule of Items and Prices. Proposals shall provide unit prices and extended amounts. No deviation or alternate price proposal will be accepted.
4. Current significant budgetary constraints demand that the impact of these constraints and ownership of the solution be shared through the public sector, including contractors. Offerors are asked to consider reduction or elimination of cost or pricing of the escalation of Observer Sea Days and Hourly Observer Rates (Observer I, II, and III) for all ordering periods and throughout the entire performance of this contract.

SECTION 6.0 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST DUE DILIGENCE (VOLUME 2)

1. The offeror should provide information as required by L.16 (a)(2) and (d).
- (2) The hour and date for receipt of final proposal revisions (FPRs) remains 4:00 p.m. Eastern June 20, 2012.
- (3) Except for the changes made herein, all other provisions, terms and conditions remain unchanged.

END AMENDMENT 0007 TO EA133F-11-RP-0153.