

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

1. REQUISITION NUMBER NFFM7003-13-02005		PAGE 1 OF 35
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER
5. SOLICITATION NUMBER EA-133F-13-RQ-0344		6. SOLICITATION ISSUE DATE May 21, 2013

7. FOR SOLICITATION INFORMATION CALL:	a. NAME ROBERTA SMITH ROBERTA.H.SMITH@NOAA.GOV	b. TELEPHONE NUMBER (No collect calls) 757-441-6528	8. OFFER DUE DATE/ LOCAL TIME JUN 26, 2013 12:00 PM ET
---------------------------------------	--	--	--

9. ISSUED BY NOAA/ERAD 200 GRANBY STREET NORFOLK VA 23510	CODE AJ930073	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541712 <input type="checkbox"/> EDWOSB SIZE STANDARD:
--	------------------	--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
--	--------------------	--	-------------

14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	15. DELIVER TO COOPERATIVE RESEARCH PROGRAM 1 BLACKBURN DRIVE GLOUCESTER MA 01930	CODE NFFM7003	16. ADMINISTERED BY CODE
---	--	------------------	-----------------------------

17a. CONTRACTOR/ OFFEROR. CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
--------------------------------	---------------	--------------------------------------

TELEPHONE NO.	<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
---------------	--	--

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

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---	---

<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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 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 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	1	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
---	---	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
---	------------------	--	------------------

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period - The Contractor shall provide the following services in accordance with the Statement of Work (SOW):</p> <p>The contractor shall perform a pilot flatfish survey on Georges bank in accordance with Section 2.0 of the SOW at a daily rate exclusive of fuel costs.</p>	12.00	DA	<hr/>	<hr/>
0002	OTHER DIRECT COSTS (ODC-FUEL) - Fuel will be reimbursed at actual costs in accordance with Statement of Work at Section 3.8 for 12 base days.	1.00	LT	NTE <u>\$16,800.00</u>	NTE <u>\$16,800.00</u>
0003	<p>OPTIONAL ITEM FOR ADDITIONAL DAYS</p> <p>The contractor shall perform a pilot flatfish survey on Georges bank in accordance with Section 2.0 of the SOW at a daily rate exclusive of fuel costs.</p>	3.00	DA	<hr/>	<hr/> OPT
0004	OTHER DIRECT COSTS (ODC-Fuel) - Fuel will be reimbursed at actual costs in accordance with Statement of Work at Section 3.8 for 3 optional days.	1.00	LT	NTE <u>\$4,200.00</u>	NTE <u>\$4,200.00</u> OPT

## **Statement of Work**

### **2013 Cooperative Flatfish Survey - Georges Bank**

#### **1.0. GENERAL**

The Cooperative Research Program of NOAA Fisheries' Northeast Fisheries Science Center (NEFSC) is seeking charter vessel partners to participate in a pilot flatfish survey of 12 days on Georges Bank. The purpose of the sampling will be (1) to augment sampling effort for commercially important flatfish populations on Georges Bank (NEFSC offshore strata 13-23) to improve stock assessments of these species; and (2) to provide increased biological sampling of these flatfish species in this area.

Two vessels will be selected to sample approximately 75 bottom trawl stations each on Georges Bank during a 12 day survey. The survey will be performed using a standard NEFSC bottom trawl survey 4-seam net with cookie sweeps. The survey will focus on yellowtail flounder and winter flounder, but the project will attempt to assess as many commercially important flatfish species as possible. A new stratification scheme will be developed for this area to allow the most precise estimates possible and to account for areas that are known to be untrawlable with the cookie sweeps.

#### **2.0. SPECIFIC TASKS AND RESPONSIBILITIES**

##### **2.1. Period of Performance**

The planned period of performance is during the month of August, 2013. If survey work is completed in less than the allocated time, the vessel will be reimbursed for only those days actually at sea (sea days). A sea day is defined as any part of a calendar day spent steaming to and from the port of departure for the purpose of conducting the research, and the days actually spent conducting the sampling. Calendar days of less than 24 hours will be prorated at an hourly rate based on the daily rate agreed upon for the contract period. Conducting the research is defined as steaming to each station, towing at each station location and laying-to due to bad weather or scientific equipment failure.

Vessels shall be at the home port one day prior to the start of a research cruise prepared with the necessary fuel, food and crew to conduct a 12-day cruise. Loading of the scientific staff and their equipment will be done at a mutually agreed time prior to the beginning of the cruise.

A vessel shall be placed off-hire in the event of loss of time due to any Contractor and vessel-related operational deficiencies. Any underway days lost by the vessel during the currency of the contract due to excusable delays as defined in FAR 52.212-4f shall be added to the cruise period per contract modification (See FAR 52.212-4c and FAR 52.212-4f). This is completion effort contract. If the requirement cannot be completed by August 31, 2013 (base and options), then the period of survey work and completion may be extended to the next fishing season. This would be accomplished through written modification to the contract and only for those delays outside the contractor's control.

## 2.2. Cruise Operations

Prior to the commencement of the cruise, all vessels will be made available to NEFSC scientific staff, on mutually-agreed upon date(s), to inspect the vessel, install scientific equipment, and to meet with the Master and owners. Any software, gear, nets and/or equipment installed on the vessel for the purpose of conducting the research cruise will be removed by NEFSC at the end of the cruise.

Each vessel must have a minimum of **five** crew, including Master, mate, engineer and cook, to operate the vessel and to support fishing and scientific operations. The Master and at least one other member of the ship's crew must be fluent in English. While at sea, the Master is responsible for the operation of the vessel and safety of the scientific staff and crew. The crew is responsible for operation of the vessel, fishing operations and assisting with processing of the catch. It is imperative that all fish be removed from the entire net after each set to ensure that all fish recorded are from the correct tow. Any damage to the vessel and its gear which occurs during the cruise is the responsibility of the vessel. The Chief Scientist will be in charge of the cruise track and overseeing the scientific sampling.

The cruise will take place on Georges Bank in water depths ranging from 15-60 fathoms. Fishing will occur day and night; operating on agreed-upon watches, at pre-determined station locations provided to the Master prior to departure for his/her review. The station locations will be identified during final contract negotiations. The fishing nets will be the Bigelow 4-seam net with cookie sweeps provided by the NEFSC. Suitable trawl doors will be identified and provided for each vessel with the help of NEFSC gear specialists. The vessel will be required to provide a net mensuration system capable of accurately measuring door spread, wing spread and headrope height. It is imperative that tows be conducted according to standard operating procedures which will be provided prior to departure. These will include a standardized tow time (time net is in contact with the bottom), a standard towing speed, and standardized setting and retrieval procedures.

Retention and sale of catch from survey tows will not be permitted. A Scientific Research Permit from the NOAA Fisheries Northeast Regional Administrator will be obtained by the Contracting Officer Technical Representative (COTR) and maintained onboard each vessel for the duration of the survey. No Days-At-Sea (DAS) will be charged to the vessels under this survey activity; the vessels will be considered NOAA research vessels under this contract.

The vessels shall utilize and maintain nautical charts, deck log and/or computer software(s) that provide a record of the vessel's location, operations, operating conditions and any vessel-related significant events. These charts, logs and software output(s) shall be made available upon request of the Chief Scientist. The Master shall provide access to scientific personnel of GPS location data, speed, RPM, and other available operations data during the trawling activities, either by recording or electronically logging these data. At the time the quote is submitted, the vessel owner shall provide a signed waiver agreeing to the release of all data collected during the cruise.

Nothing herein contained shall be construed as creating demise of the vessels to the Government. The Contractor under this contract shall retain complete and exclusive possession and operation of the vessels and their navigation.

### **2.3. Provisions**

Three meals per day (breakfast, lunch and dinner) shall be prepared by the vessel cook for 5 scientists per vessel. Meats shall be included at each lunch and dinner along with two vegetables and dessert or fruit. Milk, coffee, tea, water, cold juice and soft drinks shall be available at all times. Meals shall be prepared during each day of vessel operation under this contract.

### **2.4. Emergency Medical Care, Safety and Health**

a. Medical Services. The Contractor shall provide a qualified Emergency Medical Technician (EMT) holding current National certification (preferred) or at least one crewmember trained in advanced first aid, CPR and automated external defibrillator (AED) use while underway for the duration of the contract. The medical person in charge is responsible to the Master for health of crewmembers and Scientific Field Party personnel including emergency and routine care, preventative medicine and medical administration. The medical person in charge shall assist the Master in developing plans and procedures for dealing with medical emergencies, including obtaining shore side medical advice/assistance and designating and training other shipboard personnel to provide assistance in emergencies.

b. Medical Provisions. The Contracted vessel shall be outfitted with a current first aid manual, complete first aid kit and automated external defibrillator (AED). The Contractor shall provide a designated area to accommodate first aid treatment, medical equipment and other medical provisions. The Contractor shall establish adequate and reasonable controls and procedures for the custody and safekeeping of all medical supplies, equipment and controlled medical substances.

c. Medical Records. The Contractor shall maintain medical records aboard the vessel for Scientific Field Party personnel containing a minimum medical history and on-board treatment records. The confidentiality of these records shall be protected in accordance with the Privacy Act at 5 USC 552a.

d. Hazardous Materials. The Contractor shall follow all applicable regulations and standards pertaining to the Pipeline and Hazardous Materials Safety Administration, Department of Transportation contained in 49 CFR.B.1. The Contractor shall maintain a current library of Material Safety Data Sheets (MSDS) for all hazardous materials aboard the vessels and shall make them readily available to all personnel on board. The Chief Scientist will provide the Contractor with a current copy of an MSDS for any/all hazardous materials brought onboard the vessel by the Scientific Field Party. The Chief Scientist will be responsible for the removal of all hazardous materials not consumed during scientific operations and for the removal of all hazardous materials, if any, generated by the Scientific Field Party. The Government will provide the personal protective equipment required for the safe handling of those hazardous materials brought onboard by the Scientific Field Party. The Contractor is responsible for the compliance with all applicable environmental, health and safety laws and regulations pertaining to shipboard operations, including the use of hazardous materials, and the treatment, storage and disposal of hazardous materials (if any) generated by the vessel. It is not anticipated at this time that any hazardous materials will be brought on board. However, if this changes, arrangements will be made with the Master to accommodate the above requirements. Additional safety requirements such as an emergency eye wash station will also need to be arranged. These arrangements will be made in cooperation with the Master

## **2.5. Living and Working Conditions for Scientific Personnel**

- a. Liquor or Illegal Drugs. During the cruise period, the possession or use of intoxicating liquor and or illegal drugs by any person aboard the vessels is not permitted, and may be grounds for termination of the Contract by the Government. The Contractor shall comply with the requirements to maintain a Drug Free Workplace contained in FAR 52.223-6.
- b. Firearms. During the cruise period, all firearms, should any be onboard, shall be kept under lock and key by the Master.
- c. Smoking. Smoking shall be prohibited in all interior spaces occupied by or utilized by the Scientific Field Party. Smoking on deck shall be in designated areas only.
- d. At no time during the vessel charter period which includes staging and destaging in-port times, shall any member of the scientific party or crew be subjected to or take part in, any acts of discrimination based on sex, disability, race, color, ethnic nationality or gender identification. This includes discriminatory comments, jokes, propaganda, harassment or biasness, whether directly or indirectly involving a member of the scientific party or crew member.
- e. Pornographic Material: All pornographic material, such as magazines, movies, calendars, will be removed from all public and common areas on board the vessel during the duration of the vessel charter period.
- f. Water intended for personal use and consumption that is taken, produced, or stored aboard the vessel shall be handled in accordance with applicable regulations. Evidence of bacteriological and chemical testing of shipboard potable water taken from the vessel's storage tanks via the vessel's distribution system by a certified laboratory within three months of the charter period shall be provided. Potable water shall be tested and treated to maintain a pH of 6.8 to 7.8 and a residual halogen content of 0.2 ppm to 2.0 ppm free available chlorine (or equivalent) weekly. Water should be free of tastes, odors, and turbidity that would be objectionable to the majority of those on board.

## **2.6. Passengers**

The Contractor shall not permit any passengers to be transported aboard either vessel for any reason without specific approval of the COTR. This restriction applies to Government employees, Contractor's employees who are not crewmembers, Scientific Field Party personnel not assigned and the general public.

## **2.7. Security**

The vessels shall provide a security watch while in port to ensure that unauthorized personnel are not permitted to board the vessels from shore or via the harbor. Emergency phone numbers for local port officials and law enforcement shall be available to the person on watch. Best marine practices shall be in place while underway to ensure that unauthorized personnel or craft are not permitted to approach the vessel. The Master of each vessel shall take all additional customary and reasonable precautions to ensure that no harm befalls the vessel while in port and at sea.

### **3.0. VESSEL REQUIREMENTS**

#### **3.1. Minimum Vessel Specifications**

1. The vessel must be capable of safely trawling on the continental shelf in water 15-60 fathoms.
2. The vessel shall have been actively used for commercial trawling or research where trawl gear was used in the past 12 months
3. The vessel must be able to tow the standard Bigelow net with cookie sweep continuously for 30 minutes under all weather conditions. Typically this will require a minimum continuous horsepower of 400 or greater.
4. The vessel must be able to maintain a minimum cruising speed of 8 knots in low sea states.
5. The vessel must be completely rigged for trawling including:
  - a. A stern ramp and gallows or gantry.
  - b. At least one net reel; 2 net reels are preferred.
  - c. Split trawl winches with a minimum of 150 fathoms of trawl wire in good condition and free of signs of excessive wear (frayed, broken strands, excessive corrosion etc.).
  - d. The ability to measure the trawl wire deployed.
  - e. A well-lit, sheltered deck area clear of obstructions of at least 100 ft<sup>2</sup>.
  - f. Electrical power outlets available to work area.
  - g. The ability to efficiently discard fish overboard.
  - h. A dry storage area for scientific supply storage of at least 150 ft<sup>2</sup>.
  - i. Sufficient capacity on deck or in hold to store at least one backup net, codend and sweep sections.
  - j. A suitable, dedicated, dry counter area on the bridge large enough to accommodate one computer and monitor with adjacent 110/115 volt power outlets for collection of vessel sensor data.
  - k. Clean, sanitary, and sufficiently ventilated individual berths with mattresses for 5 scientists (no hot bunking). Bunk areas shall contain at least one drawer or closet per scientist for storage of clothing and personal gear. Bunking arrangements for a minimum of 5 crew members is the responsibility of the vessel.
  - l. A minimum of one head, one shower and sink with hot water that is available to scientific crew.
  - m. Fresh water supply adequate for 10 people for 12 days (minimum 2,000 gal).
  - n. Sufficient potable water for 10 people for 12 days.
  - o. Mess facilities for concurrent seating of 5 people.

#### **3.2. Electronic and Communication Equipment Requirements**

1. Radios:
  - a. VHF (minimum 2)
  - b. Single side-band
2. Radar (2 units with minimum range 40 nm)
3. GPS (minimum 2 units)
4. Plotters with capability of plotting input from GPS
5. Depth sounders (minimum 2, different frequencies preferred)
6. Email capability
7. weather FAX machine desirable but not required

8. Net mensuration system capable of accurately measuring and reporting door spread, net spread and headrope height.

### **3.3. Crew requirements**

1. The Captain shall have a minimum of three years of bottom trawl fishing experience as Master of a comparable-sized trawler in north Atlantic waters, and at least five years total fishing experience as a Master.
2. The Captain shall be competent in the use of modern navigational and fish-detecting equipment and be skilled in the rigging and repair of bottom trawls.
3. At least two other members of the crew shall have a minimum of three years' experience in otter trawl fishing and demonstrated experience in building, rigging, repairing and operating bottom trawls. They must possess demonstrated competence for repairing damaged trawls to their original specifications based on a net plan.
4. The designated cook should have adequate experience in the planning and preparation of three daily meals at sea for groups of 10 people.
5. Offerors shall include documentation indicating pertinent employment experience for each crew member indicating the requisite experience. Similar documentation will be submitted to the Contracting Officer's Representative for approval of all replacement personnel propose for hire during the charter.

### **3.4. Safety**

The Contractor shall provide documentation that a USCG Fishing Vessel Safety Inspection has been passed within one year of the start of the cruise. The vessels shall meet all safety, firefighting and lifesaving equipment requirements as found in applicable sections of Title 46 of the Code of Federal Regulations, Part 28. The vessels shall be outfitted with personal floatation devices and survival craft of sufficient number and capacity to accommodate all on board including visiting scientific party and of the type required for a vessel of its size, class, and service in accordance with 46 CFR. There shall be two identified escape routes from all general areas.

A navigational watch shall be maintained at all times while the vessel is at sea. No crew member shall be required to work continuously in excess of 12 hours at any given time on any given day. Under normal operating scenarios, all crew members shall be provided at least two rest periods per 24 hour period, one of which must be at least six continuous hours in duration. Aboard vessels employing a one-person bridge watch, a tamper resistant audible watch or bridge alarm in the wheelhouse is required with an activation cycle not to exceed 15 minute intervals during the charter.

All vessels must have an emergency source of electrical power, independent of the main source of electrical power, to provide power to emergency loads in accordance with USCG or SOLAS requirements for a vessel of its size, type, and service. At a minimum, chartered vessels shall have a means to provide emergency power to the following equipment: emergency lighting, navigation equipment, navigation lights, general alarm systems (where fitted), and emergency communication systems and equipment. The emergency source of electrical power must be capable of supplying connected emergency loads continuously for at least three hours and must be located in a space or

locker other than the main machinery space. Batteries of sufficient size and capacity may serve as an adequate source of emergency power.

Survival suits for the ship's crew must be provided by the Contractor; the scientific party will provide their own survival suits. The Government reserves the right to inspect the vessels for safety, firefighting and lifesaving capabilities in accordance with a memorandum of understanding between NMFS and the USCG prior to award and commencement of the research cruise. A thorough pre-cruise orientation aboard each vessel shall be conducted for the scientists and crew regarding the vessel's safety, firefighting and lifesaving capabilities assigned responsibilities and procedures.

### **3.5. Stability**

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

All vessels chartered by NOAA shall have stability information and instructions derived based on tests and calculations, in a format required by regulation applicable to the vessel's size, type, and service.

Vessels shall have, as a minimum, a Stability Letter that reflects the vessel's current configuration and intended service, signed by a qualified individual (a recognized naval architect or naval architecture firm having been trained in and having experience in matters of stability calculations) certifying that the vessel meets intact stability requirements, taking into account the loading, over-the-side lifting, and at-sea conditions under which the vessel will reasonably be expected to operate during the charter. The stability letter shall contain instructions and guidance for the vessel's operating personnel intended to maintain satisfactory vessel stability and shall include information regarding loading constraints and operating restrictions under varying conditions. Vessels 79 feet or less, for which regulatory stability evaluation criteria is not available or applicable, may provide evidence that stability has been evaluated by a qualified individual using best available data in lieu of an official Stability Letter required by regulation.

All vessels chartered by NOAA shall have and shall maintain stability information aboard the vessel. All vessels chartered by NOAA shall be operated in accordance with the vessel's stability instructions and guidance.

### **3.6. Material Condition, Structural and Watertight Integrity**

The Contractor shall provide one or more of the following, reflecting the vessels current configuration, as evidence of the vessel being maintained in a seaworthy condition: evidence of a drydocking survey, or underwater survey in lieu of drydocking, and an internal structural examination within the two years prior to the initiation of the cruise; or proof of satisfactorily passing an inspection completed by the Contractor's marine insurance carrier within one year of initiation of the cruise. The Government reserves the right to inspect the vessel's material condition with respect to maintenance of vital systems, vessel configuration, and watertight integrity prior to award and commencement of the cruises.

### 3.7. Regulatory Compliance

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

### 3.8. REIMBURSEABLE SUPPLIES - FUEL

(a). The vessel's fuel tanks shall be topped-off at the beginning and end of each leg. The Government shall reimburse the vessel for the cost of fuel used during a trip, in addition to the daily vessel cost. The Government will reimburse the Contractor only for the actual price paid for fuel. Reimbursement will be provided upon receipt of a copy of the paid invoice attached to a contractor invoice for those services. Payment may only be made to the contractor of the vessel charter. A Government Representative and a vessel crew member shall, together, verify the volume of fuel on board at the beginning of the charter and the end of the charter, in order to ensure the Government pays for no more or less fuel than the performance of the charter requires.

(b). When the Contractor expects total funding expended to reach 85 percent of the total funds available for fuel, the Contractor shall notify the COTR and Contracting Officer within one day. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding available for fuel. The Government is not obligated to reimburse the Contractor for fuel in excess of the funded amount stated in the schedule.

### 4.0. Deliverables

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

Item	Description	Quantity	Due Date	Delivery to	Reference
0001	Structural Inspection Verification	1 EA	With Quote	COR/CO	SOW, Para 3.6
0002	Additional \$5 million Insurance Rider for period of at-sea work	1 EA	Prior to Cruise	COR	Section II.12
0003	Data Waiver	1 EA	With Quote	CO	SOW, Para 2.2
0004	Stability Letter, if applicable	1 EA	With Quote	CO	SOW, Para 3.5

## SECTION II

### CONTRACT TERMS AND CONDITIONS

**1. FEDERAL ACQUISITION REGULATIONS (FAR) 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012) WITH ALTERNATE 1 (AUG 2012)**  
(Incorporated by reference: Available at <https://www.acquisition.gov/far/>)

**2. 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/>

(End Clause)

**3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

(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:

\_\_\_ (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).

\_\_\_ (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.)

**XX** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 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).

\_\_\_ (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).

\_\_\_ (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 HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (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]

**XX** (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.

**XX** (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.

**XX** (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

**XX** (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).

**XX** (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)).

**XX** (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

**XX** (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

**XX** (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

**XX** (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

**XX** (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

**XX** (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

**XX** (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

**XX** (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**XX** (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_ (36) 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.

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

\_\_\_ (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 (Nov 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, 112-42, and 112-43).

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

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

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

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

\_\_\_ (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)).

**XX** (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).

\_\_\_ (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.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (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.*).

**XX** (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(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).

(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 (JUL 2012).

(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.

(End of clause)

#### **4. COMMERCE ACQUISITION REGULATIONS (CAR) 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)**

(Incorporated by reference: Available at

[http://www.osec.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osec.doc.gov/oam/acquisition_management/policy/default.htm)

#### **5. CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR)(Apr 2010)**

(a) Carolyn Woodhead is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COR is located at:

National Marine Fisheries Service  
55 Great Republic Drive  
Gloucester, MA 01930

Phone Number: 978.281.9197  
Email: carolyn.woodhead@noaa.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor

(End of clause)

#### **6. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to expiration of the current contract period.

(End of clause)

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

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

(End of clause)

#### **8. CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)**

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

exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

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

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

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

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government as noted in Paragraph 11, Addendum to CAR 1352.228-70.

## **9. ADDENDUM TO CAR 1352.228-70 INSURANCE COVERAGE**

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

(a) Maintenance of Marine Insurance Coverage. Prior to award and for the remainder of the period of this Contract the Contractor shall maintain the customary full-form marine insurance coverage on the vessels including Hull and Machinery and Protection & Indemnity taking into account scientific personnel employed on board. For the period of the at-sea work, the P&I policy should be adjusted to ensure coverage up to \$5.0 Million. The expense for such insurance coverage shall be for the Contractor's account and shall be deemed to be included in the hire payable under this contract. Copies of the Insurance Policy shall be provided by the Contractor as technical information within the quote package as outlined in the addendum.

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

(End of clause)

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

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

## **11. HARMLESS FROM LIABILITY**

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

## **12. 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:

NOAA/NEFSC  
Cooperative Research Program  
55 Great Republic Drive  
Gloucester, MA 01930  
Attn: Carolyn Woodhead  
e-mail: [Carolyn.Woodhead@noaa.gov](mailto:Carolyn.Woodhead@noaa.gov)

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

NOAA Eastern Regional Acquisition Division  
Attn: Roberta H. Smith  
200 Granby St.  
Norfolk, VA 23510  
e-mail: [Roberta.H.Smith@noaa.gov](mailto:Roberta.H.Smith@noaa.gov)

(3) The designated payment office for this contract is:

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

(b) The Government will return invoices that do not comply with these requirements.  
(End of clause)

**13. CAR 1352.246-70 PLACE OF ACCEPTANCE (Apr 2010)**

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

(b) The place of acceptance will be:

Cooperative Research Program  
55 Great Republic Drive  
Gloucester, MA 01930  
Attn: Carolyn Woodhead  
978-281-9197 carolyn.woodhead@noaa.gov  
(End of clause)

**14. CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)**

The Government will provide the following item(s) of Government property listed in Attachment A 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.

<b>Item No.</b>	<b>Description</b>	<b>Delivery Date</b>
1	Research Permits	Prior to Cruise
2	Fishing Net	Prior to Cruise
3	Trawl Doors	Prior to Cruise
4	Scientific Sampling and Recording Equipment	Prior to Cruise

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

The Government contemplates award of a fixed price contract resulting from this solicitation.

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

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

**17. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a). Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b). Include the substance of this clause, including paragraph (b), in all subcontracts with small business concerns.

(c). The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **18. CLAUSES INCORPORATED BY REFERENCE**

### **19. FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)**

(Incorporated by reference: Available at <https://www.acquisition.gov/far/>)

### **20. CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)**

(Incorporated by reference: Available at [http://www.osc.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm))

### **21. CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)**

(Incorporated by reference: Available at [http://www.osc.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm))

### **22. CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)**

(Incorporated by reference: Available at [http://www.osc.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm))

### **23. CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)**

(Incorporated by reference: Available at [http://www.osc.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm))

### **24. CAR 1352.239-71 SECURITY PROCESSING REQUIREMENTS – LOW RISK CONTRACTS (APR 2010)**

(Incorporated by reference: Available at [http://www.osc.doc.gov/oam/acquisition\\_management/policy/default.htm](http://www.osc.doc.gov/oam/acquisition_management/policy/default.htm))

### **25. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)**

(Incorporated by reference: Available at <https://www.acquisition.gov/far>)

## **26. ATTACHMENTS**

- I. Data Waiver Form (to be completed and submitted with quote)
- II. Contractor Information Template (to be completed and submitted with quote)
- III. Quick Start Guide for Entities Interested in Being Eligible for Government Contracts

## SECTION III SOLICITATION PROVISIONS

### 1. CAR 1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. Questions should be received no later than 20 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

### 2. FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012) (Incorporated by reference; available at [www.acquisition.gov/far](http://www.acquisition.gov/far))

### 3. ADDENDUM to FAR 52.212-1

- (1) Any reference cited in this solicitation to an "offer" is changed to "quote" and any reference cited as "offeror" is changed to "quoter."
- (2) Paragraph (f), Late submissions, modifications, revisions, and withdrawals of offers, of this clause is deleted in its entirety.
- (3) With the price quote, quoters shall submit the following technical information for Government review and evaluation using Attachment II, Contractor Information Template. Additional sheets may be added if needed:

1. Description of vessel characteristics and configuration, particulars and general arrangement (preferably with photos of deck configuration, berthing arrangement and wheelhouse electronics). Description of net mensuration system capable of accurately measuring and reporting door spread, net spread and headrope height.

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

3. Description of the Master's and crew's work experience and qualifications including copies of licenses held and emergency medical qualifications and descriptions of research qualifications and past research performed.

4. Past Performance Information.

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

6. The quoter shall provide an estimate of daily fuel consumption with quote. The fuel estimate should assume for each 24 hour period: trawling for 5 hours, cruising at 8-9 knots for 10 hours, and jogging for 9 hours.

7. Data Waiver Form signed by vessel owner agreeing to release of all data collected during the Cruise (Attachment 1).

8. Section # 4 below, OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS, must also be completed and returned with the quote if the Contractor is not registered in System for Award Management (SAM).  
(End of Addendum)

#### **4. FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)**

- (a) Multiple Awards. The Government anticipates making two awards resulting from this solicitation.
- (b) Basis for Award. The Government will make award(s) to the responsible quoters whose quotes conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, listed in descending order of importance, shall be used to evaluate quotes:

1. Description of vessel characteristics and configuration, particulars and general arrangement (preferably with photos of deck configuration, berthing arrangement and wheelhouse electronics). Description of net mensuration system capable of accurately measuring and reporting door spread, net spread and headrope height.

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

3. Description of the Master's and crew's work experience and qualifications including copies of licenses held and emergency medical qualifications and descriptions of research qualifications and past research performed.

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

5. Price.

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

- (c) Options. The Government will evaluate offers for award purposes by adding the total price for the options (CLINS 0003 and 0004) to the total price for the basic requirement (CLINS 0001 and 0002). The Government may determine that an offer is unacceptable if the option price is significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the options (CLINS 0003 and 0004) for three additional days.
- (d) A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal, shall result in a binding contract without further action by either party. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote). Whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 4. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.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” 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).

“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.

“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.

“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 at <http://orca.bpn.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 on ORCA.]*

(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 \_\_\_ is, \_\_\_ is not a small business concern.

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

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

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

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

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

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

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

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it 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 \_\_\_ is, \_\_\_ 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 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 \_\_\_ has, \_\_\_ 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 \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

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

(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**

---

---

---

[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.**

---

---

---

[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) *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)(4)(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.

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign Government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign Government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(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.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does 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)



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

**NOAA/NMFS**  
**NEFSC Cooperative Research**

**Contract Number:**  
**Contractor:**

**Data Waiver**

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

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

\_\_\_\_\_  
Contractor Signature & Date



**Vessel Contractor Information Template, Attachment II,  
RFQ EA133F-13-RQ-0344**

VESSEL DETAILS			
Vessel Name:			
Home Port/State:			
Vessel:	Permit #:	Hull ID:	
USCG Insp. Sticker:	Mo:	Life raft capacity:	
	Yr:		
EPIRB:	Y N	Location:	
Construction:	Year:	Shipyard:	
Measurements:	Length:	Beam:	Draft:
Tonnage:	Gross:	Net:	
Engine:	mk/model:	Year:	HP:
Number of Net Reels			
Accommodations:	Head: Y N	# of Bunks:	
Vessel Email:	Satellite Phone:		
Owner/Company:			
Company Contact:	email:		
Address:			
Office Phone:			
Cell Phone:			
Fax Number:			
CAPTAIN DETAILS			
Primary Captain:			
Operator #:			
Yrs. as Captain:			
Cooperative Research Experience:			
Secondary Captain: (if applicable)			
Operator #:			
Yrs. as Captain:			
Cooperative Research Experience:			

Vessel Contractor Information Template

VESSEL ELECTRONICS			
Primary GPS:	Make:	Model:	Software version:
Secondary GPS	Make:	Model:	Software version:
Depth Sounder:	Make:	Model:	
Description of Radars (2)			
Description of Plotters			
VMS:	Y N	Brand:	MCT/Serial:
Net/Gear Sensors: (Required)			
Radios			
Other Electronics:			
Electronic Tech.:	City, ST:		Phone:
VESSEL, CAPTAIN AND CREW FISHING EXPERINCE – attach additional sheet if needed			
	(include length of time in each fishery)		
Type of Gears Used:			
Areas Fished:			
Max. Crew Size:	(including captain)		
Max. Trip Length:	# Days:	Trip fuel H <sub>2</sub> O provisions stability limitation: crew	
Avg. Daily Fuel Consumption (gal):	Assume for each 24 hour period: trawling for 5 hours, cruising at 8-9 knots for 10 hours, and jogging for 9 hours:		
Catch Storage:	# Freezers:	Ref. Seawater: Y N	Ice: Y N
Conveyor:	Y N		
VESSEL INSURANCE			
Insurance Carrier:			
Address:	State:		Zip:
Contact:			
Phone:			

List below, similar jobs, which you have successfully performed in the past, for the U.S. Government and other Companies. Show the dollar amount opposite each contract listed.

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

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



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

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

Before you register, you need to know the following:

#### What is an Entity?

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

#### REGISTERING IN SAM IS FREE.

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

#### Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

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

#### Your Entity's Taxpayer Identification Number (TIN)

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

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

#### Steps For Registering Your Entity in SAM

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

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

Go to Our Website: [www.sam.gov](http://www.sam.gov)

Contact the SAM Help Desk: [www.fsd.gov](http://www.fsd.gov)