

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER NFFM7210-12-05984	PAGE 1 OF 53
2 CONTRACT NO EA133F-12-CQ-0041	3 AWARD/EFFECTIVE DATE 09/26/2012	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
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	
9 ISSUED BY NOAA/ERAD 200 GRANBY STREET NORFOLK, VA 13510		CODE AJ930073	10 THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 0 Days 0% - Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b RATING	
15 DELIVER TO See Schedule		CODE	16 ADMINISTERED BY NOAA/ERAD, 200 GRANBY STREET NORFOLK, VA 23510		
17a. CONTRACTOR/ OFFEROR A I S., INC P. O. BOX 2093 NEW BEDFORD, MA 027412093		CODE 00002922	18a. PAYMENT WILL BE MADE BY NOAA FINANCE OFFICE, AOD 20020 CENTURY BLVD. GERMANTOWN MD 20874		CODE AJ111012
TELEPHONE NO 508-990-9054 - DUNS 783206659		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS 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.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25 ACCOUNTING AND APPROPRIATION DATA			26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input 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 type="checkbox"/> ARE NOT ATTACHED			<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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			<input type="checkbox"/> 29 AWARD OF CONTRACT REF _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) ARVIDAS POSITKUS, PRESIDENT		30c. DATE SIGNED 8/27/12	31b. NAME OF CONTRACTING OFFICER (Type or print) BRENDON JOHNSON, 757-441-3344		31c. DATE SIGNED 9-10-12

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Supplies or Services and Prices/Costs

The Northeast Fisheries At-Sea Monitor Program
National Marine Fisheries Service, Northeast Fisheries Science Center

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SECTION B
Supplies or Services and Prices/Costs

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

B.1. CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity contract for a base ordering period from September 26, 2012 through September 25, 2013 and an option to extend for one additional year if exercised by the Government. This contract provides for directed Task Orders. Task Orders will be firm-fixed-price or Time-and-Materials for services.

B.2. SCHEDULE OF ITEMS AND PRICES

The rates for CLINS 0001, 1001, and 2001 are "loaded" rate that are inclusive of all wages, fringe benefits, overhead, general and administrative expenses, and profit (no travel, training, or vessel meal reimbursements included in these prices).

Base period – September 26, 2012 through September 25, 2013

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
0001	At-Sea Monitor Sea Days In Accordance with SOW B.3.1		DA	NOT SEPARATELY PRICED (NSP)	
0001a	Sea Day Rate Observer I		DA		\$2,422,000.00
0001b	Sea Day Rate Observer II		DA		\$1,328,000.00
0001c	Sea Day Rate Observer III		DA		\$ 696,000.00
0002	Travel In Accordance with SOW B.3.2, C.4.3.5, C.4.3.6 and H.14		LT		Estimated – \$200,000.00
0003	Training In Accordance with SOW B.3.3 and C.4.3.2		LT		Estimated – \$250,000.00
0004	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, and C.4.2.3 (h)		HR	NSP	NSP
0004a	Hourly Rate Observer I		HR		\$35,055.00
0004b	Hourly Rate Observer II		HR		\$23,607.00
0004c	Hourly Rate Observer III		HR		\$17,736.00
0005	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT		Estimated – \$125,000.00

Option Year 1 Pricing – September 26, 2013 through September 25, 2014

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
1001	At-Sea Monitor Sea Days In Accordance with SOW B.3.1		DA	NOT SEPARATELY PRICED (NSP)	
1001a	Sea Day Rate Observer I		DA		\$2,446,240.00
1001b	Sea Day Rate Observer II		DA		\$1,341,280.00
1001c	Sea Day Rate Observer III		DA		\$ 701,950.00
1002	Travel In Accordance with SOW B.3.2, C.4.3.5, C.4.3.6, and H.14		LT		Estimated – \$200,000.00
1003	Training In Accordance with SOW B.3.3 and C.4.3.2		LT		Estimated – \$250,000.00
1004	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, and C.4.2.3 (h)		HR	NSP	NSP
1004a	Hourly Rate Observer I		HR		\$35,400.00
1004b	Hourly Rate Observer II		HR		\$23,841.00
1004c	Hourly Rate Observer III		HR		\$17,916.00
1005	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$125,000.00

SECTION B
Supplies or Services and Prices/Costs

Six Month Option Extension Pricing – September 26, 2014 through March 25, 2015

Item Number	Supplies/Services	Quantity	Unit	Unit Price	Extended Amount
2001	At-Sea Monitor Sea Days In Accordance with SOW B.3.1		DA	NSP	NSP
2001a	Sea Day Rate Observer I		DA		\$1,235,360.00
2001b	Sea Day Rate Observer II		DA		\$ 677,350.00
2001c	Sea Day Rate Observer III		DA		\$ 354,485.00
2002	Travel In Accordance with SOW B.3.2, C.4.3.5, C.4.3.6 and H.14		LT		Estimated – \$100,000.00
2003	Training In Accordance with SOW B.3.3 and C.4.3.2		LT		Estimated – \$75,000.00
2004	Hourly Rate In Accordance with SOW B.3.2, B.3.3, B.3.4, and C.4.2.3 (h)		HR	NSP	NSP
2004a	Hourly Rate Observer I		HR		\$17,880.00
2004b	Hourly Rate Observer II		HR		\$12,037.50
2004c	Hourly Rate Observer III		HR		\$ 9,048.00
2005	Vessel Meal Reimbursement In Accordance with SOW B.3.5 and C.4.3.12		LT	\$	Estimated – \$62,500.00

B.3. PAYMENT DESCRIPTION

B.3.1. SEADAYS

The fixed price for a sea day as set forth in Items 0001, 1001 and 2001 in the Schedule above will be paid for each successfully observed sea day performed by the contractor. The sail date and disembarkment date will be prorated for the quarter day and any day at sea on a multi day trip will be a full sea day.

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

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

If the contractor fails to deliver data in accordance with C.4.3 (At-Sea Monitor Support Services), the observed day is not considered “successful” and therefore will not be paid.

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

B.3.2. TRAVEL

SECTION B
Supplies or Services and Prices/Costs

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

B.3.3. TRAINING

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

B.3.4. HOURLY RATE

Cost reimbursement is authorized for the At-Sea Monitor hourly rate as mentioned in travel (B.3.2) and training (B.3.3) and outreach events (C.4.2.3 (a)(vii)).

B.3.5. MEAL REIMBURSEMENT

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

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

During the term of the contract, the Government anticipates placing orders totaling a maximum of 17,500 Sea Days for all contracts. During the term of the contract, the Government shall place orders totaling a minimum of 1000 sea days for all contracts. The amount of all orders shall not exceed 17,500 sea days for all contracts.

Be advised that the Government has made three (3) contract awards. The sea days cited in the Schedule of Items represent the total estimated annual requirement. Due to the multiple awards, no single contractor is likely to provide all of the sea days.

The Government reserves the right to order sea days less than or greater than those specified in Section B and the contractor agrees to deliver said sea days as ordered by the Government. Additionally, the Government reserves the right to order less than or more than the sea days specified in a given pricing year so long as the total orders placed do not exceed the maximum contract value as specified above.

SECTION C

Description/Specifications/Performance Work Statement

C.1. BACKGROUND OVERVIEW

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

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

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

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

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

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

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

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

Additionally, Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan (FMP) was developed by the New England Fishery Management Council (Council) as part of the biennial adjustment process established in the FMP to update status determination criteria for all NE multispecies (groundfish) stocks; adopt rebuilding programs for groundfish stocks newly classified as being overfished and subject to overfishing; and revise management measures necessary to end overfishing, rebuild overfished groundfish stocks, and mitigate the adverse economic impacts of increased effort controls. In addition, Amendment 16 would implement new requirements for establishing allowable biological catch (ABC), annual catch limits (ACLs), and accountability measures (AMs) for each stock managed by the FMP, pursuant to the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act), as revised. This action is necessary to address the results of the most recent stock assessment that indicates that several additional groundfish species are overfished and subject to overfishing and that stocks currently classified as being overfished require additional reductions in fishing mortality to rebuild by the end of existing rebuilding periods.

The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries Service (NMFS) is required to collect scientific, management, regulatory compliance and economic data for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels participating in the groundfish multispecies Fisheries Management Plan. These data cannot be obtained at the dock or on Government research vessels. These data are needed for the management and monitoring of Annual Catch Limits and groundfish sectors.

SECTION C

Description/Specifications/Performance Work Statement

Every sector should equally be covered at 25% (17% by At-Sea Monitors and 8% by NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur (a "groundfish", "skate" or "monkfish" trip as defined in Amendment 16). Coverage levels will be in terms of number of seadays. At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

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

C.3. SCOPE AND OUTCOMES

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

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

C.3.1. Policies and Regulations

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

SECTION C

Description/Specifications/Performance Work Statement

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

C.4. PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

C.4.1. Management Requirements

C.4.1.1. Project Management

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

C.4.1.2. Project Manager

The contractor shall assign a Project Manager to be the focal point for communications between NMFS and the contractor. The assigned Project Manager shall be designated as Key Personnel for this contract (per Section H.7). Ensure that all key personnel attend any refresher trainings for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.3. Coordinators

The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment and provide At-Sea Monitor support services. The coordinator shall be designated as key personnel under this contract (per section H.8). All coordinators are required to maintain current At-Sea Monitor Certification. Ensure that all key personnel attend any refresher trainings for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.4. Management Reporting and Coordination

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

C.4.1.5. Performance Measures

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

C.4.2. Operational Requirements

At-Sea Monitors are deployed, in accordance with coverage rates developed by NMFS and as assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to availability of funding, changes in the fishery management, such as emergency closures, court ordered closures, weather, and unforeseen events must remain flexible. Additional funding for sea days may be added to the contract within the scope and maximum allowable sea days.

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

C.4.2.1. At-Sea Monitor Recruitment and Retention Requirements

The recruitment and retention of fully qualified At-Sea Monitors is essential to successful performance under the contract. At-Sea Monitors shall be employees of the contractor. The contractor shall provide sufficient qualified At-Sea Monitors to complete the mandated coverage requirement by selecting the best candidates.

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

C.4.2.2. Eligibility Requirements

C.4.2.2.1. Educational Qualifications

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

C.4.2.2.2. Non-Conflict of Interest

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

C.4.2.2.3. Physical/Medical Condition

Section J, Attachment 5 (Physical Standards & Acknowledgement of Risks)

C.4.2.2.4. Communication Skills

At-Sea Monitor candidates must be able to clearly and concisely communicate verbally and in writing in English.

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

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

C.4.2.2.6. Statement of No Criminal Conviction

Section J, Attachment 6 (Statement of No Criminal Conviction)

C.4.2.2.7. CPR and First Aid Requirements

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

C.4.2.2.8. At-Sea Monitor Standards of Conduct

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

C.4.2.3. Observer/At-Sea Monitor Duties and Data Collection Requirements

(a) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III

- i. Observers/At-Sea Monitors shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford protection to the observer/At-Sea Monitor against interference and intimidation in the course of performing his/her duties.
- ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not observed.
- iii. Observer/At-Sea Monitors shall collect length samples from segments of the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in the At-Sea Monitor Manual.
- iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.
- v. Observers shall participate in all training, briefings and debriefings as required by the COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are complete and as accurate as possible before computer audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall consist of but are not limited to:
 - 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
 - 2) Reviewing preliminary data;

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- 3) Correcting any data errors;
 - 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
 - 5) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
 - 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
 - 7) Checking gear calibration
 - 8) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.
- vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- vii. Observer/At-Sea Monitors may be asked to perform various program support tasks (industry outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port orientations, reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor should attend at least one (1) Fishery Council Meeting each year in their assigned area. The contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004, and travel costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002, and 2002.
- viii. Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to do so may result in an observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and decertification).
- (b) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:
1. Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
 2. Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
 3. Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
 4. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
 5. Maintains field equipment and supplies.
 6. Collects scientific, management, compliance information, and make observations of fishing operations.
 7. Use and complete a pre-boarding vessel safety checklist.
 8. Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
 9. Uses calculator and/or PC for calculations and recording data.
 10. Obtains, enter and transfer data electronically.
 11. Obtains and record information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
 12. Use interpersonal and communication skills to contact fishermen and schedule

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observer/At-Sea Monitor sampling trips.

13. Observes and documents compliance with fishery regulations, and write affidavits as required.
- (c) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the following additional duties:
1. Independently executes duties, while learning when and how to resolve exceptions and special problems.
 2. Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
 3. Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
 4. Uses calculator and/or PC for calculations and recording data.
- (d) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the following additional duties:
1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
 2. Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
 3. Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
 4. Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.
 5. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
 6. Oversees the maintenance of field equipment and supplies.
 7. Collect scientific, management, compliance information, observations of fishing operations, measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

C.4.2.3.1. Data Deliverables

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

- (a). Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.5.
- (b). Delivery of electronic data shall be received within 2 calendar days (48 hours) of the vessel landing as referenced in Section F.5.6.
- (c). Delivery of biological specimens (whole fish samples) shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

At-Sea Monitors shall send any written data and biological specimens directly to NMFS. The Government will provide shipping and supplies. At-Sea Monitors shall assure that biological samples or whole animals requiring freezing are received by the nearest NMFS freezer facility within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing

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ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen samples or animals must be received by NMFS (At-Sea Monitor Training Center) within 5 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel associated with transport of biological samples will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002).

C.4.2.3.2. At-Sea Monitor Communication

At-Sea Monitors shall maintain regular contact with their assigned NMFS editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time or as requested. At-Sea Monitors shall return phone calls or reply to email questions as soon as realistically possible (i.e., before departing on a multi-day trip). NMFS can request that an in-person meeting occur with an At-Sea Monitor at any time. These meetings will take priority over accomplishment of the sea day schedule. All travel costs associated with required in person debriefings, exit interviews and meetings with NMFS will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be reimbursed under the hourly rate provision section herein (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004).

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

Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor Training Center complete all exit procedures including an in-house exit interview with NMFS (Section J, Attachment 11, Exit Procedures) within 30 days from landing from their last trip.

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

C.4.3. At-Sea Monitor Support Services

C.4.3.1. Logistic and Operation Support for At-Sea Monitor Deployment

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

C.4.3.2. Training and Debriefings

Attachment 31, HR Bulletin 103, provides policy and guidance on training for non-government employees. At least 95% of new At-Sea Monitor recruits are expected to pass the required training course (Section J, Attachment 12, ASM Training Standards) and the required physical examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

Training costs are reimbursable and are intended to include all costs associated with At-Sea Monitor training (both initial training and refresher trainings), including, but not limited to, salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous equipment for use during training (as authorized or requested by the Government – Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003).

At-Sea Monitor candidates shall undergo an initial 2-week certification training session with NMFS. A series of tests will be administered during this training that candidates must pass prior to certification.

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Candidates must demonstrate their potential to collect accurate field data, and react to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists in other areas such as vessel safety shall conduct training. Refresher training sessions will be conducted when data logs or protocols change, at the discretion of the COTR, or when there has been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be required to attend an annual refresher course for data collection, species identification, and vessel safety. In order for the At-Sea Monitor to maintain a current certification they must successfully complete the recertification training.

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

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

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

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

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

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

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

NMFS may require additional information regarding At-Sea Monitor candidates and should be consulted regarding any for which proposed candidate there is some question regarding qualifications. Should substitution of At-Sea Monitors be required, the contractor shall also provide their pertinent information to the COTR prior to such substitution. The Government retains the right to reject any At-Sea Monitor proposed by the contractor if his or her qualifications do not meet the qualifications specified in paragraph C.4.2.2, Eligibility Requirements, or if their work has been performed at an unsatisfactory level on previous projects, or if their behavior on other projects has been disruptive.

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

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

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

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

At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the number of trainers needed based on how many At-Sea Monitors are currently working, what the demand for new At-Sea Monitors is, and what the projected training schedule looks like. NMFS currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-Sea Monitors certified as trip trainers must be geographically representative of the ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

Compensation for the At-Sea Monitor's time at the refresher training and all other training as well as meals & reimbursement (M&I) and lodging will be reimbursed by NMFS (Section B – Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel to and from the training center will not be covered by NMFS.

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

At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services

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and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the Government.

At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as referenced in Section F.5.24.

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

The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for the purposes of routine debriefings, requested meetings regarding data quality issues, investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor in the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time.

C.4.3.3. Data Quality Control

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

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

C.4.3.4. At-Sea Monitor Equipment, Operation and Maintenance

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

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

C.4.3.5. Travel and Lodging

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

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Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs CLINS 0002, 1002, and 2002).

Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels and to and from the port are reimbursable if travel meets Government Travel Regulations and At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting all travel logistics and associated costs to the COTR.

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

C.4.3.6. Vessel Selection

The contractor shall strictly adhere to all sampling design requirements specified for the Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a set of specific guidelines regarding vessel selection and placement considerations by various fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-Sea Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify with the captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor). If not, the contractor shall immediately attempt to have one of the NMFS issued valise life rafts available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J, Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to vessels without regard to preference expressed by vessel owners or operators with respect to At-Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

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

The contractor shall provide personnel or an automated answering service to handle notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries. Depending on regulations enacted by the NMFS, the notification requirement may require e-mails, telephone calls, or inputting into a website from the vessel's representative. The Groundfish fishery is required to notify NMFS, NMFS is responsible for the selection and informs the vessel and the contractor of trip details.

For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified of trip selection via the website. The contractor may accept or decline trips within twelve (12) hours. The reasons to decline a trip must be related to limited At-Sea Monitor availability or reported safety concerns. The contractor must take the trip once they have claimed acceptance. If there is an unforeseen emergency that results in changing the contractor's acceptance of a trip, it shall be reported to the COTR. If a trip is accepted by a contractor, the contractor would make contact with the vessel for trip logistics. If a vessel informs the contractor that they are cancelling a trip selected to carry an At-Sea Monitor, the contractor shall report that to NMFS twenty-four (24) hours after the scheduled sail date. The COTR shall be notified all circumstances in which At-Sea Monitors were late or missed a scheduled trip for all fisheries as referenced in Section F.5.13.

Vessels must be covered randomly, without repeated deployments on the same vessels by the same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and other special access fishing programs there shall be no more than two (2) back to back trips by the same At-Sea Monitor on

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the same vessel AND there shall be no more than two (2) trips on the same boat within one month. A vessel selection list may be provided by NMFS which will rank vessels in the order they should be covered.

Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a “no show”. The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must arrive 30 minutes prior to the scheduled departure time and remain at the designated area for up to 2 hours following the scheduled departure time. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a “no show” will be billed against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it is the At-Sea Monitor’s fault for missing the trip or no attempt was made to communicate with the captain prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a “cancellation” in instances where trips are cancelled at the dock or when an at-sea monitor is enroute to the vessel and cancellations occurs. The maximum amount of time for a cancellation is up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a “Cancellation” will be billed against CLINS 0004, 1004 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

C.4.3.7. Safety Requirements

Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an At-Sea Monitor is deployed (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the captain and NMFS.

Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is expected that the contractor shall maintain the life rafts while in their care and ensure the life raft is up to date with service and inspections. When service and inspection dates are coming close to their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there is evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.

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

C.4.3.8. Communication

The contractor shall provide and employ a method for At-Sea Monitors to communicate vessel departure and arrival information; handle At-Sea Monitor emergencies and/or problems related to At-Sea Monitor logistics when they are at sea, in transit to the dock, or in port awaiting vessel departure. The contractor shall contact NMFS of all emergency situations, including medical, within twelve (12) hours of learning of the incident as referenced in Section F.5.14.

The contractor shall provide NMFS with access to a real time online At-Sea Monitor tracking system for At-Sea Monitor deployments (including vessel identifier information), leave schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.15.

The contractor shall provide NMFS with all written documents/memos that are sent their At-Sea Monitors within 24 hours of when the document/memo is sent as referenced in Section F.5.25.

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The contractor shall notify NMFS of when an At-Sea Monitor is subject to disciplinary action by the contractor (i.e., placed on probation, performance monitoring, etc....) within 24 hours of when the disciplinary action took place as referenced in Section F.5.26.

C.4.3.9. Notification of Potential Infractions

The contractor shall immediately notify the COTR of any potential violation of the Rules and Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference, or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to handle incidents of interference, harassment or intimidation of At-Sea Monitors will be investigated by NMFS.

C.4.3.10. Vessel Operations and Working Conditions

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

At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or bunks. Although vessels may not have separate facilities for women, federal regulations require reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-male crew must be accommodated with adequate privacy which can be ensured by installing a curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of these vessels to sea conditions, motion sickness can be debilitating for some individuals and should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in consultation with land-based physicians via radio.

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

C.4.3.11. Data Quality

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

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

The contractor shall interact with vessels which have carried At-Sea Monitors. They shall interview the captain; using NMFS issued workbooks with a pre-determined set of questions (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor performed his/her job in a professional manner and carried out all required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each At-Sea Monitor's trips each quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically within two working days of the interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR, all complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea Monitor injuries aboard vessels or on docks to NMFS.

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

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

C.4.3.12. Vessel Compensation for At-Sea Monitor Food Reimbursement

Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour period) to cover At-Sea Monitor accommodation and food costs while aboard the vessel for trips lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or Services and Prices/Costs Vessel Meal Reimbursement CLINS 0005, 1005 and 2005). The contractor shall provide NMFS with an example of the vessel reimbursement form the contractor develops as referenced in Section F.5.17. The contractor shall provide a report for all vessel meal reimbursements provided within the last monthly period. The contractor is encouraged to make all vessel compensation payments through Electronic Funds Transfer. If the contractor makes vessel meal reimbursement payment through check, the contractor shall provide proof that the check has been cashed within 90 days of vessel receipt of the check. If a check has not been cashed within 90 days of vessel receipt, the contractor shall cancel the check and provide an offset to NOAA in the amount of the original check less any check cancellation fees (Section F.5.18). The contractor shall provide evidence for all check cancellation fees to the COTR.

C.4.3.13. Contractor Standards of Conduct

The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors Preventing Personal Conflicts of Interest. The contractor shall assign at-sea monitors without regard to any preference expressed by representatives of vessels based on, but not limited to, at-sea monitor race, gender, age, religion or sexual orientation.

C.4.3.14. At-Sea Monitor Termination Documentation

The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any reason as referenced in Section F.5.19. Reasons for termination, whether contractor initiated or At-Sea Monitor initiated, must be documented and provided to NMFS within 7 days of the At-Sea Monitor's departure and shall be used to determine trends and assist in improving retention of qualified At-Sea Monitors as referenced in Section F.5.20.

C.4.3.15. Emergency Action Plan

The contractor shall institute an Emergency Action Plan that documents what they will do in the case of an emergency. The purpose of an Emergency Action Plan is to facilitate and organize employer and employee actions during workplace emergencies. Well developed emergency plans and proper employee training (such that employees understand their roles and responsibilities within the plan) will result in fewer and less severe employee injuries. The contractor shall provide NMFS with a copy of their Emergency Action plan as referenced in Section F.5.27.

C.4.3.16. Quality Assurance Plan

The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan, as referenced in Section F.5.3, which details how the contractor will ensure effectiveness and efficiency of collection efforts as well as the quality of data collected by its At-Sea Monitors. The contractor shall further establish, implement, and maintain a Quality Assurance Management program to ensure consistent

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quality of all work products and services performed under this contract.

C.5. PERFORMANCE MONITORING

C.5.1. Quality Assurance Surveillance Plan

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

C.6. SECURITY RISK LEVEL DESIGNATIONS

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

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

Investigation Packages

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

- 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 180 or greater days = EQIP Package
 - Security Worksheet
 - Electronic Questionnaire (filled out after applicant has been placed in EQIP)
 - EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
 - Declaration for Federal Employment (Optional Form 306)
 - Finger Print Cards (FD 258 Cards)
 - Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

C.7. CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

**SECTION D
PACKAGING AND MARKING**

D.1. IDENTIFICATION OF DELIVERABLES

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

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

D.2. MARKING DELIVERABLES

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

Mark deliverables, except for reports, for:

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

SECTION E
INSPECTION AND ACCEPTANCE

E.1. PERFORMANCE EVALUATION

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

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

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

Inspection and acceptance will be performed at:

NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536
Attention: Katherine McArdle
(End of clause)

**SECTION F
DELIVERIES OR PERFORMANCE**

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

(a) The contract is for a base ordering period of one (1) year with an option to extend for one addition year if exercised by the Government in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract. The Government may also extend the contract an additional option period for six month in accordance with FAR Clause 52.217-8, Option to Extend Services.

F.2. UPDATES AND VERSION CONTROL

In addition many of the deliverables require the contractor to provide periodic updates. Unless otherwise specified in F.5, the contractor is expected to initiate the update as the information contained therein changes. The changes should be delivered to the NMFS COR within 30 calendar days of when the change is known. All change pages shall be clearly marked with the version date. NMFS may provide comments on the changes. NMFS has 15 calendar days to review Draft documents. If the contractor receives no comments back from NMFS within the 15-day period, the contractor shall assume the Draft to be a Final document. If NMFS provides comments, then an updated version is due within 30 days after receiving the NMFS comments.

F.3. FORMAT

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

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

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

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5. SCHEDULE OF DELIVERABLES

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

Item	Description	Quantity	Due Date	Deliver to:	Reference
F.5.1	Monthly Status Report		Example included at proposal submission. Monthly due within 15 calendar days from the last day of the previous month		C.4.1.4, C.4.3.2
F.5.2	Project Management Plan		At proposal submission; approved plan to be incorporated into contract Updates required annually within 30 days after the contract anniversary date.		C.4.1.1
F.5.3	Quality Assurance Plan		At proposal submission; approved plan to be incorporated into contract Updates required annually within 30 days after the contract anniversary date.		C.4.3.16, C.4.3.3
F.5.4	At-Sea Monitor Recruitment and Retention Plan		At proposal submission		C.4.2.1
F.5.5	All raw paper data collected		Received within 5 calendar days (120 hours) of the trip landing.		C.4.2.3.1(a)
F.5.6	All electronic data collected		Received within 2 calendar days (48 hours) of the trip landing		C.4.2.3.1(b)
F.5.7	Biological Specimens		Received within 5 calendar days (120 hours) of the trip landing.		C.4.2.3.1(c)
F.5.8	At-Sea Monitor Contact Information		7 Calendar days before start of training and updated when needed.		C.4.2.3.2
F.5.9	Request for training session and identify any foreign nationals that may be attending training		45 calendar days prior to when the training session is needed		C.4.3.2
F.5.10	Training Requests: <ul style="list-style-type: none"> • List of the potential candidates names • Each candidates resume • Each candidates college transcript • 3 reference checks for each candidate 		30 calendar days before the first day of training		C.4.3.2
F.5.11	Training Requests: <ul style="list-style-type: none"> • Updated list of candidates • Medical report for each candidate • Initiation of online security forms 		14 calendar days before the first day of training		C.4.3.2
F.5.12	Training Requests: <ul style="list-style-type: none"> • Final list of candidates • CPR and First Aid Certificate 		7 days before the first day of training		C.4.3.2

**SECTION F
DELIVERIES OR PERFORMANCE**

F.5.13	<p>Vessel Selection:</p> <ul style="list-style-type: none"> Unforeseen circumstance resulting in contractor changing a trip from being accepted to waived Notice of a vessel cancelling a trip that was selected to carry an At-Sea Monitor 	Within 24 hours after the scheduled sail date	C.4.3.6
F.5.14	<p>Documentation and Notification:</p> <ul style="list-style-type: none"> Notification of any emergencies, including medical Notification of vessels failing to provide adequate notification prior to departing Vessel refusal to accept an At-Sea Monitor Notification of potential infractions Safety, inadequacy of vessel's facilities for At-Sea Monitors Renewals or Updates Conflict of interest 	Within 12 hours of learning of the incident	C.4.3.8, C.4.3.9
F.5.15	Online At-Sea Monitor tracking system	As updated	C.4.3.8
F.5.16	Results of Captains Interviews	Within 2 working days of the interview	C.4.3.11
F.5.17	Vessel Reimbursement Form	At proposal submission	C.4.3.12
F.5.18	Proof that meal reimbursement check has been cashed or check cancellation fees	90 days within receipt of check	C.4.3.12
F.5.19	Notification that At-Sea Monitor is leaving the program and	2 weeks prior to the scheduled exit interview	C.4.3.14
F.5.20	Reason the At-Sea Monitor is leaving the program	Within 7 days of the At-Sea Monitors departure	C.4.3.14
F.5.21	Invoice	Monthly	G.3
F.5.22	Proof of Insurance	Within 10 days after contract award; within 24 hours of any change thereafter	H.6.2
F.5.23	Request for changes to key personnel	At least 15 days prior to substitution	H.7
F.5.24	Nondisclosure Agreements to be signed by At-Sea Monitor	By commencement of training	C.4.3.2
F.5.25	Copy of documents/ memos sent to At-Sea Monitors	Within 24 hours of when the documents/memos are sent out	C.4.3.8
F.5.26	Notification to NMFS that an At-Sea Monitor is subject to disciplinary action	Within 24 hours of when the disciplinary action took place	C.4.3.8
F.5.27	Emergency Action Plan	At proposal submission	C.4.3.15

**SECTION G
CONTRACT ADMINISTRATION**

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

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

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

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

Warranted NOAA Contracting Officers

(c) If multiple awards have been made, the contact information for the DOC Task and Delivery Order ombudsman is U. S. Department of Commerce, Office of Acquisition Management, 1401 Constitution Avenue, NW, Room 1854, Washington, DC 20230, ATTN: Bill Voitk, (202) 482-3780, email: bvoitk@doc.gov. Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman. It should be noted that in accordance with FAR 16.505(a)(10) (i) No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for—(A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (B) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.

G.2. CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the “Government Property” clause included in this contract. Additional gear list is included in Section J, Attachment 20, ASM Gear List.

Item Number	Description	Quantity	Delivery Date	Property/Tag No. (if applicable)
0001	Laptop Tablet (when programming is complete and tested)	As Needed	As Needed	To be Determined
0002	Peterson’s Guide to Atlantic Coast Fishes	As Needed	As Needed	To be Determined
0003	Peterson’s Guide to the Atlantic Seashore	As Needed	As Needed	To be Determined
0004	Beached Birds, A COASST Field Guide to the North Atlantic	As Needed	As Needed	To be Determined
0005	National Geographic Field Guide to Birds of North America	As Needed	As Needed	To be Determined
0006	Fish Measuring Strips	As Needed	As Needed	To be Determined
0007	Tyvek tags, pre-printed for samples	As Needed	As Needed	To be Determined
0008	Write-in-rain notebooks	As Needed	As Needed	To be Determined
0009	Diaries	As Needed	As Needed	To be Determined
0010	Measuring stick (probe for determining depth	As Needed	As Needed	To be Determined

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CONTRACT ADMINISTRATION**

	of fish pile for volume estimates)			
0011	Tyvek tags, blank	As Needed	As Needed	To be Determined
0012	Marine mammal yellow tags	As Needed	As Needed	To be Determined
0013	At-Sea Monitor Program Manual	As Needed	As Needed	To be Determined
0014	At-Sea Monitor Biological Sampling Manual	As Needed	As Needed	To be Determined
0015	At-Sea Monitor cheat sheets	As Needed	As Needed	To be Determined
0016	Regulatory compliance folder	As Needed	As Needed	To be Determined
0017	Marine mammals and turtles field guides	As Needed	As Needed	To be Determined
0018	Requiem shark field guide	As Needed	As Needed	To be Determined
0019	Fishes of the Gulf of Maine – Bigelow (recommended by not required at sea)	As Needed	As Needed	To be Determined
0020	Copies of blank logs, worksheets, and workbooks and <u>waterproof logs</u>	As Needed	As Needed	To be Determined
0021	Access to At-Sea Monitor Databases and Reports	As Needed	As Needed	To be Determined

(End of clause)

G.3. INVOICES

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

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

Attention: Katherine McArdle
NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536

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

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

3) The designated payment office for this contract is:

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

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

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

1. Total Funded amount of the Task Order;

**SECTION G
CONTRACT ADMINISTRATION**

2. Total Performed and Invoiced amount for the Task Order to Date.

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

G.4. CAR 1352.201-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)(APR 2010)

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

NMFS, NEFSC, FSB
25 Bernard Saint Jean Drive,
East Falmouth, MA 02536
Email: Katherine.McArdle@noaa.gov
Phone: 508-495-2377

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

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

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

(End of Clause)

G.5. CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

(Reference 48 CFR 1301.602-170)

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

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

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

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

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

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

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

(d). Significant deficiencies:

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

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

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

(i) Remaining significant deficiencies;

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

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

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

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

(End of clause)

G.7. CONTRACTOR BUSINESS SYSTEMS (EAD LOCAL CLAUSE)

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

"Acceptable contractor business systems" means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

"Contractor business systems" means—

(1). Accounting system, if this contract includes the clause, Accounting System Administration;

(2). Earned value management system, if this contract includes the clause, Earned Value Management System;

(3). Estimating system, if this contract includes the clause, Cost Estimating System Requirements;

(4). Material management and accounting system, if this contract includes the clause, Material Management and Accounting System;

(5). Property management system, if this contract includes the clause, Contractor Property Management System Administration; and

(6). Purchasing system, if this contract includes the clause, Contractor Purchasing System Administration.

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

(b). General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

(c). Significant deficiencies:

(1). The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2). The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d). Withholding payments.

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(1). If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost-reimbursement, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2). If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3). Payment withhold percentage limits:

(i). The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A). Five percent for one or more significant deficiencies in any single contractor business system; and

(B). Ten percent for significant deficiencies in multiple contractor business systems.

(ii). If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4). For the purpose of this clause, payment means any of the following payments authorized under this contract:

(i). Interim payments under—

(A). Cost-reimbursement contracts;

(B). Incentive type contracts;

(C). Time-and-materials contracts;

(D). Labor-hour contracts.

(ii). Progress payments.

(iii). Performance-based payments.

(5). Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6). The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

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(7). Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8). The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(e). Correction of deficiencies.

(1). The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2). Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i). If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii). If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (e) of this clause, and not bill for any monies previously withheld.

(iii). If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv). If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will reduce withholding directly related to the significant deficiencies identified in the Contractor notification by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the payment withholding from billings on interim cost vouchers directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v). At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(End of clause)

G.8. ACCOUNTING SYSTEM ADMINISTRATION (EAD LOCAL CLAUSE)

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

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(1). "Acceptable accounting system" means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that---

- (i). Applicable laws and regulations are complied with;
- (ii). The accounting system and cost data are reliable;
- (iii). Risk of misallocations and mischarges are minimized; and
- (iv). Contract allocations and charges are consistent with billing procedures.

(2). "Accounting system" means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

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

(b). General: The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause, Contractor Business Systems, and also may result in disapproval of the system.

(c). System criteria: The Contractor's accounting system shall provide for---

- (1). A sound internal control environment, accounting framework, and organizational structure;
- (2). Proper segregation of direct costs from indirect costs;
- (3). Identification and accumulation of direct costs by contract;
- (4). A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5). Accumulation of costs under general ledger control;
- (6). Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7). Approval and documentation of adjusting entries;
- (8). Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9). A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10). A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11). Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12). Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
- (13). Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (14). Segregation of preproduction costs from production costs, as applicable;

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(15). Cost accounting information, as required—

(i). By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and

(ii). To readily calculate indirect cost rates from the books of accounts;

(16). Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17). Adequate, reliable data for use in pricing follow-on acquisitions; and

(18). Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d). Significant deficiencies:

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

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

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

(i). Remaining significant deficiencies;

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

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

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

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

(End of clause)

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H.1. INDEMNIFICATION

H.1.1. Harmless from Liability

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

H.1.2. Government Liability

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

H.2. CONFLICTS OF INTEREST

H.2.1. CAR 1352.209-74 Organizational Conflict of Interest (APR 2010)

(Reference 48 CFR 1309.507-2(d))

H.2.2. At-Sea Monitors Preventing Personal Conflicts of Interest

“Covered employee” means an individual who performs at-sea monitor services per the Statement of Work is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because

there is no employer to whom such an individual could submit the required disclosures.

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

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

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

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from—
 - (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - (iii) Services provided in exchange for honorariums or travel expense reimbursements;
 - (iv) Research funding or other forms of research support;
 - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - (vi) Real estate investments;
 - (vii) Patents, copyrights, and other intellectual property interests; or
 - (viii) Business ownership and investment interests.

- (b) *Requirements.* The Contractor shall—

- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
 - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

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

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) Of any value; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

(End of clause)

H.3. AT-SEA MONITOR RELEASE OF PERSONAL INFORMATION

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

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

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

H.5. AT-SEA MONITOR SEA DAY WAGE RATE AND OVERTIME

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

H.6. INSURANCE

H.6.1. At-Sea Monitor Insurance

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

H.6.2. Other Insurance Coverage

In addition to At-Sea Monitor accident and health insurance, the contractor shall provide the following insurance (Section F.5.22):

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

- (a) Maritime liability to cover "seaman's" claims under the Merchant Marine Act (Jones Act) and General Maritime Law (\$5,000,000 minimum)
- (b) Coverage under U. S. Longshore and Harbor Worker's Compensation Act (\$3,000,000 minimum)
- (c) Coverage as required by federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (d) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each occurrence.
- (e) Property damage liability with a limit of not less than \$100,000 for each occurrence.
- (f) The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all

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automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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

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

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award of any base, option period, certifying, among other things, that the policy contains the aforementioned endorsement (F.5.22). The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes and renewals shall be furnished to the Contracting Officer within twenty four (24) hours of contractor receipt (F.5.22).

H.6.3. CAR 1352.228--72 Deductibles Under Required Insurance Coverage—Fixed Price (APR 2010)
(Reference 48 CFR 1328.310--70(d))

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

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

<u>Name</u>	<u>Position Title</u>
Lauren Wahl	Project Manager
Lauren Wahl	Coordinator
Jason Dean	Coordinator
Jay Litchfield	Coordinator
Lucas Curci	Coordinator

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

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

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(End of clause)

H.8. AT-SEA MONITOR CANDIDATE SCREENING REQUIREMENTS

a. The contractor shall provide medical fitness screening for each prospective At-Sea Monitor candidate. Medical examinations are required for each new hire and shall be redone and resubmitted each year thereafter. Supporting documentation to verify the At-Sea Monitor candidate meets medical and psychological fitness requirements shall be provided by the contractor to NMFS 14 days prior to the beginning of training (Section J, Attachment 29, Medical Fitness Requirement).

b. NMFS retains the right to reject any At-Sea Monitor proposed by the contractor that does not meet the required qualifications or standards as identified herein, or if their behavior on other NMFS projects has been disruptive. NMFS further retains the right to prohibit an At-Sea Monitor from participating in a project if the At-Sea Monitor violated the At-Sea Monitor Standards of Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct) or if the At-Sea Monitor failed to satisfactorily perform the required duties.

H.9. AT-SEA MONITOR PERFORMANCE

The NMFS COTR retains the right to prohibit an At-Sea Monitor from participating in the Northeast Fishery At-Sea Monitor Program if any of the following occur:

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

If NMFS deems the At-Sea Monitor's data quality as poor, the contractor must follow the improvement steps outlined in its Quality Assurance Management Plan (Section F.5.3) to ensure correction and enable At-Sea Monitor performance improvement. If deemed necessary by NMFS, an At-Sea Monitor will be placed on pre-probation, probation or decertified as specified in Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation, and Decertification standards. NMFS will contact the contractor and At-Sea Monitor to inform them of their change of status within a week of their decision.

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

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

H.10. TRAVEL

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

H.11. NOTICE TO GOVERNMENT OF DELAYS

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

H.12. OTHER CONTRACTOR RESPONSIBILITIES

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

H.13. SAFETY PROGRAM

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

H.14. PASSPORT REQUIREMENTS

Passports may be required for some travel. When they are required, the contractor shall make all arrangements for obtaining the passports for those employees. The cost of the passports will be reimbursed by the Government. Request for cost reimbursement should be billed under CLIN 0002, 1002 and 2002.

H.15. GOVERNMENT-CONTRACTOR RELATIONS

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

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

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

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H.18. CAR 1352.231–71 DUPLICATION OF EFFORT (APR 2010)

(Reference 48 CFR 1331.205–70)

H.19. CAR 1352.239–72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

(Reference 48 CFR 1339.270(b))

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

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

H.21. CAR 1352.216–74 TASK ORDERS (APR 2010)

(Reference 48 CFR 1316.501–2–70)

H.22. ADDENDUM TO CAR 1352.216–74 TASK ORDERS (APR 2010)

- a) All IDIQ Contractors will be provided a fair opportunity to be considered pursuant to the procedures set forth below for each task order to be issued, unless:
 - 1. The Government’s need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
 - 2. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
 - 3. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - 4. It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
 - 5. It is necessary to limit competition to meet preference program goals identified in FAR Part 19.
- b) The Government’s objective is to keep the task order procedure simple and inexpensive for all parties to the IDIQ. Unless the procedures in Paragraph A are used for award of individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
 - 1) The Government will issue a Task Order Request for Quote (TORFQ) to all contract awardees.
 - 2) A written price quote will be required for all task orders to be issued under this contract. The quote shall include detailed price information for all resources required to accomplish the task (At-Sea Monitor Days, Observer Hourly Performance, travel, training, and vessel meal reimbursement).
 - 3) Each TORFQ will include the following: (a) the cited performance requirements from the IDIQ Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the quotes; (c) the components of the quote (technical and price and other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the quote; (f) any other relevant instructions to the contractor. Upon receipt of a TORFQ, the contractor may submit a quote to the CO that must include the technical, price, and any other information requested. The quote must be submitted by the time specified in the request.
 - 4) The method of evaluation and selection of an awardee for a task order will be identified in the TORFQ.
 - 5) If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to CAR 1352.237-75.
 - 6) Upon request, the Government will notify unsuccessful quoters on a TORFQ.

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H.23. CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(Reference 48 CFR 1309.507-2(b))

H.24. COMPLIANCE WITH U. S. DEPARTMENT OF COMMERCE AND OTHER EXPORT CONTROL REGULATIONS

- (a) In performing this contract, the contractor may engage in activities – such as transfers or releases of items, technology, software, or source code – that are subject to U. S. export controls, including, but not limited to, those contained in the Department of Commerce Export Administration Regulations, 15 C.F.R. Parts 730-774 (EAR), and administered by the Bureau of Industry and Security. The contractor is responsible for compliance with U. S. export controls and associated licensing requirements that may attach to an export of “deemed export,” as defined in Paragraph (b)(1) of this Section. The contractor shall establish and maintain, throughout the period of contract performance, effective export control compliance procedures covering all contractor employees and all of the contractor’s non-NOAA facilities where the contract shall be performed. Failure to establish, maintain, or adhere to such compliance procedures shall constitute grounds for default termination under this contract as well as a breach of contract by the contractor.
- (b) *Definitions.*
 - (1) Deemed export. The EAR defines a deemed export as any release of technology or source code subject to the EAR to a foreign national, in the United States. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii).
 - (2) Export-controlled information and technology. Export-controlled information and technology is information and technology subject to the EAR (15 C.F.R. § 730 *et seq.*) or the International Traffic in Arms Regulations, 22 C.F.F. §§ 120-130 (ITAR), administered by the Department of State. This category includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software, source code or technical data, as defined in the EAR and ITAR>
- (c) The contractor shall prevent unauthorized access by foreign nationals to all export-controlled information and technology that it possesses or that comes into its possession in performance of this contract, to ensure that access by a foreign national is restricted, or licensed, as required by applicable Federal laws, Executive Orders, and/or regulations. If access to EAR or ITAR controlled technology is required by a foreign national, the contractor must obtain appropriate authorization.
- (d) Nothing in the terms of this contract is intended to change, supersede, or waive any of the requirements of applicable Federal laws, Executive Orders or regulations.
- (e) The contractor shall include this clause, including this paragraph (e) in all subcontracts under this contract.

H.25. EFFECTIVE PERIOD

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

H.26. NONDISPLACEMENT OF QUALIFIED WORKERS

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the

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employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

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

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I.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

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

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

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- [*Contracting Officer check as appropriate.*]

(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.)

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

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

(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).

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- (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]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (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.)

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

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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

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

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

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

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

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

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

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

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

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*). Wage Determination 2004-2027 Revision 14 is hereby fully incorporated by reference and included in this contract at Section J.

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

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

This Statement is for Information Only:

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It is not a Wage Determination

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

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

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

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

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

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

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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(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)

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

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

(End of clause)

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

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

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

(End of clause)

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

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

(End of clause)

I.8. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within 30 days prior to the contract expiration date.

(End of clause)

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

- (a) If more than 5 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 5 days of the period of performance, the Government must provide to the Contractor written notification 10 days prior to the expiration date of the contract period of performance. This preliminary notification does not commit the Government to exercising the option.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) year.

(End of clause)

SECTION I
CONTRACT CLAUSES

I.10. FAR 52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

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

**SECTION J
ATTACHMENTS**

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Attachment 6:	Statement of No Criminal Conviction
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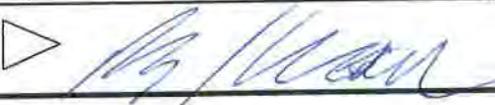
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER SEP 26, 2012		2. CONTRACT NO. (if any) EA-133F-12-CQ-0041		6. SHIP TO: a. NAME OF CONSIGNEE Ult Dest: FM721073		
3. ORDER NO. T0001		4. REQUISITION/REFERENCE NO. NFFM7210-12-06521		b. STREET ADDRESS See Schedule		
5. ISSUING OFFICE (Address correspondence to) NOAA/ERAD, 200 GRANBY STREET NORFOLK, VA, 23510, USA ROBERTA SMITH, 757-441-6528				c. CITY		e. ZIP CODE
7. TO: 00002922 TIN: 043234397				f. SHIP VIA		
a. NAME OF CONTRACTOR A.I.S., INC.				8. TYPE OF ORDER		
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS PO BOX 2093				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY NEW BEDFORD		e. STATE MA	f. ZIP CODE 027412093	10. REQUISITIONING OFFICE NOAA - NMFS		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule 0% 0 Days Net 30Obligated				11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
				<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			SEP 25, 2013		0% 0 Days Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$610,500.00	17(h) TOT . (Cont. pages)	
	21. MAIL INVOICE TO: FM721073								
	a. NAME							\$610,500.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) NOAA/NMFS 166 WATER STREET								
c. CITY WOODS HOLE				d. STATE MA	e. ZIP CODE 02543-1026				
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) BRENDON JOHNSON 757-441-3344 TITLE: CONTRACTING/ORDERING OFFICER				

Attachment Page

Provide At-Sea Monitor Observer Services in accordance with the Contract as follows:

CLIN 0001a - [REDACTED] Sea Days – Observer I - [REDACTED]/day = \$605,500.00
CLIN 0002 - Travel = \$5,000.00

The Contractor shall not make any expenditure nor incur any obligations in excess of the total task order funding amount of \$610,500.00.

Ceiling Price At-Sea Monitor Task Order

The Contractor shall not exceed the quantities for Sea Days forth in this schedule or the ceiling amounts for Training or Travel provided in the schedule, unless approved by the Contracting Officer's Technical Representative in writing. Such written direction must also be provided to the Contract Office specified in Block 5 of this task order. However, in no case, shall the Contractor make any expenditure nor incur any obligations in excess of the total funding obligated.

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	Provide at Sea Monitor Services for the Northeast Fisheries Science Center Accounting and Appropriation Data: 14.12.28LEF28.P00.0001.022116001. 3021000100000000.25270000.000000 \$33,000.00 14.12.28LEF28.PNC.0001.022116001. 3021000300000000.25270000.000000 \$6,500.00 14.12.J8K3MSP.P00.1005.010102075. 3021000000000000.25270000.000000 \$30,000.00 14.12.K8LAE13.P00.1011.022302005. 3021000200000000.25270000.000000 \$15,000.00 14.12.K8LAE13.P00.1011.022302005. 3021000201000000.25270000.000000 \$39,000.00 14.12.K8LAE13.P00.1011.022302005. 3021000303000000.25270000.000000 \$49,000.00 14.12.K8LAE13.PFD.1011.022302005. 3021000200000000.25270000.000000 \$5,000.00 14.12.K8LAE13.PNT.1011.022302005. 3021000000000000.25270000.000000 \$2,600.00 14.12.K8LAE19.P00.1011.022302009. 3021000201000000.25270000.000000 \$253,000.00 14.12.K8LEF35.P00.1011.022119007. 3021000303000000.25270000.000000 \$36,000.00 14.12.K8LEM09.PRT.1011.022006009. 3021000201000000.25270000.000000 \$45,000.00 14.12.K8LEM23.P4D.1011.022012001. 3021000300000000.25270000.000000 \$3,000.00 14.12.K8LEF40.P00.1011.022119001. 3021000000000000.25270000.000000 \$3,000.00 14.12.K8LHH09.P00.1011.022404004. 3021000103000000.25270000.000000 \$75,500.00 14.12.K8R1AD2.P01.1011.030106013. 3021000000000000.25270000.000000 \$7,900.00 14.12.K8R1WRS.P00.1011.030106000. 3021000000000000.25270000.000000 \$7,000.00 DELIVERY DATE: 09/25/2013 SHIP TO: FISHERIES SAMPLING BR /F/NEC21 NOAA/NMFS 166 WATER STREET WOODS HOLE MA 02543-1026	1.00	LS	610,500.00	610,500.00