

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>					1. Requisition Number NFFM7210-10-11463		PAGE 1 OF 43		
2. Contract No EA133F10CQ0015		3. Award/Effective Date Apr 21, 2010		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date	
7. For Solicitation Information Call:		a. Name LYNNE B. PHIPPS lymne.B.Phipps@noaa.gov			b. Telephone Number (No collect calls) 757-441-6881		8. Offer Due Date/Local Time		
9. Issued By  NOAA EASTERN REGIONAL ACQUISITION 200 GRANBY STREET 8TH FLOOR NORFOLK, VA 23510		Code AJ930073		10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> HUBZone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> 8(a) NAICS: 541990 Size Standard: \$7.0M		11. Delivery for FOB Destination Unless Block is Marked <input type="checkbox"/> See Schedule		12. Discount Terms Discount: 0% Net due: 30	
				13a. This contract is a rated order under DPAS (15 CFR 700)		13b. Rating		14. Method of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To FISHERIES SAMPLING BRANCH /F/NEC21 NOAA/NMFS 166 WATER STREET WOODS HOLE, MA 02543-1026		Code FM721073		16. Administered By NOAA/EASTERN REGIONAL ACQUISITION 200 GRANBY STREET NORFOLK, VA 23510		Code AJ930073			
17a. Contractor/Offeror MRAG AMERICAS, INC. 10051 5TH STREET N STE 105 ST PETERSBURG FL 337022211 Telephone No. 813-639-9519		Code 00001978 Facility Code		18a. Payment Will Be Made By FINANCE SYSTEMS ADMIN BRANCH /OF/A112 20020 CENTURY BLVD., CXXI 1-B&D GERMANTOWN, MD 20874		Code AJ112012			
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		18b. Submit Invoices to Address Shown in Block 15 Unless Box Below is Checked. <input type="checkbox"/> See Addendum.							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
								24. AMOUNT	
25. Accounting and Appropriation Data 14.10.H8LAE19.PGF.1001.022302009.3021000201000000.25270000.000000 14.10.27L3BNP.PNE.0056.020302000.3021000201000000.25270000.000000		26. Total Award Amount (For Govt. Use Only) [REDACTED]							
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		27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached							
28. Contractor is required to sign this document and return <input checked="" type="checkbox"/> copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein		29. Award of Contract: Reference Offer Dated March 10, 2010 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 <i>Robert Wareford</i>		30b. Name and Title of Signer (Type or Print) ROBERT WAREFORD, TECHNICAL DIRECTOR		30c. Date Signed 4-27-10		31a. United States of America (Signature of Contracting Officer) <i>Marion Veber</i>		31b. Name of Contracting Officer (Type or Print) MARION VEBER Marion.Veber@noaa.gov	
								31c. Date Signed 4/21/10	
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted:									
32b. Signature of Authorized Government Representative		32c. Date		32d. Printed Name and Title of Authorized Government Representative					
32e. Mailing Address of Authorized Government Representative				32f. Telephone Number of Authorized Government Representative					
				32g. E-mail of Authorized Government Representative					
33. Shp Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
<input type="checkbox"/> Partial <input type="checkbox"/> Final									
38. S/R Account Number		39. S/R Voucher Number		40. Paid By					
41a. I certify this account is correct and proper for payment		41b. Signature and Title of Certifying Officer		41c. Date		42a. Received By (Print)			
						42b. Received At (Location)			
						42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

SECTION B

**B.1 CAR 1352.216-70 CONTRACT TYPE (MAR 2000)**

This is an indefinite delivery indefinite quantity type contract with firm fixed price task orders for services. The ordering period is from April 21, 2010, through April 20, 2012. The performance period shall continue in effect during the period ending 36 months after date of the contract.

**B.2 CAR 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)**

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of 1,000 sea days for each contract awarded. The amount of all orders shall not exceed 20,000 sea days per contract awarded.

Be advised that three to five contract awards are expected to be made. The sea days cited in the Schedule of Items represent the total estimated annual requirement. Due to multiple awards, no single Offeror 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.

**B.2.A MINIMUM ORDER**

In accordance with CAR clause 1352.216-72, Minimum and Maximum Contract Amounts, the minimum quantity of 1,000 sea days is hereby ordered at time of award at the unit price of \$585.71. Additionally, with the award of the contract, the Government hereby orders "not to exceed" amounts of \$5,000.00 for travel and \$33,333.00 for training.

**B.3 SCHEDULE OF ITEMS AND PRICES - INDEFINITE QUANTITY**

Contractor's rates for CLINS 0001 and 0004 shall be "loaded" rates that are inclusive of all wages (at-sea and land hours), fringe benefits, overhead, general and administrative expenses, and profit (no travel or training costs are to be included).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>PRICING YEAR ONE</b>					
<b>FROM 4/21/10, THROUGH</b>					
<b>12 MONTHS THEREAFTER</b>					
0001	Observed Sea Days in accordance with the SOW		EA		\$5,857,100.00
0002	Travel necessary in the performance of the SOW* (includes privately owned vehicle miles, lodging, meals & incidentals, and other Costs approved by NMFS)	Not to Exceed		\$150,000.00	

SECTION B

0003 Training necessary in the performance of the SOW\*\* (includes security and other costs approved by NMFS) Not to Exceed \$100,000.00

**PRICING YEAR TWO  
FROM EXPIRATION OF PRICING  
YEAR ONE THROUGH 12 MONTHS  
THEREAFTER**

0004 Observed Sea Days in accordance with the SOW EA [REDACTED] \$5,874,500

0005 Travel necessary in the performance of the SOW\* (includes privately owned vehicle miles, lodging, meals & incidentals, and other costs approved by NMFS) Not to Exceed \$150,000.00

0006 Training necessary in the performance of the SOW\*\* (includes security and other costs approved by NMFS) Not to Exceed \$100,000.00

**B.4 PAYMENT OF SEA DAYS**

The fixed price for a sea day as set forth in Items 0001 and 0004, in the Schedule above, will be paid for each successfully observed sea day performed by the contractor. Seadays are calculated by the date the vessel leaves port to the date the vessel lands. There are not a minimum number of hours that the vessel has to be at sea in order for the trip to be considered a "seaday". At-sea monitors may not deploy to more than two vessels per calendar day, i.e., no more than two sea days may be credited to an at-sea monitor during one calendar day.

Failure to deliver data from an observed sea day includes: (1) no data delivery and (2) delivery of data where the data is determined to be fraudulent or of such poor quality as to be unusable.

If the contractor fails to deliver data in accordance with (1) or (2) above the observed day is not considered "successful" and therefore will not receive payment.

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.

Cost reimbursement is authorized only for actual travel and training as noted in the Schedule.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C. CAR 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (DECEMBER 2009)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the following the Statement of Work/Specifications:

**C.1 Background**

- C.1.1 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.
- C.1.2 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.
- C.1.3 Every sector should equally be covered at 30% and common pool at 22%. 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.
- C.1.4 At-sea monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS.
- C.1.5 As described in the rule, Northeast Fisheries Observer Program (NEFOP) observers take precedence over at-sea monitors for vessel placement when deployments overlap.
- C.1.6 At-sea monitors cannot provide dockside monitoring services for the same trip for which they are monitoring.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.2 General Requirements**

- C.2.1 Groundfish vessels routinely operate out of ports from New York to Maine. 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 30-100 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. Because of the size of the vessels, motion sickness can be debilitating for some individuals. At-sea monitors must be willing to travel occasionally to cover locations other than their primary ports.
- C.2.2 At-sea monitor candidates shall undergo a training session with NMFS and are tested prior to certification. At-sea monitor candidates must meet all training standards (Attachment 2) and maintain these standards as certified at-sea monitors. Candidates must demonstrate their potential to collect accurate field data, exercise astuteness, and react to unfamiliar situations at sea in a professional manner (Attachment 6.B). Training is conducted by NMFS personnel as well as specialists in fields such as vessel safety. Interest in (or requests for) trainings must include a justification of need and a firm commitment to a number of seats. Training class minimum is 8 and maximum class size is 30 (total candidates). Trainings will be multi-vendor. Refresher trainings are conducted when data logs or protocols change. These trainings are infrequent; however attendance is mandatory and supersedes the accomplishment of sea days. At-sea monitors may be required to attend refresher training sessions, at the discretion of NMFS, to maintain certification(s), such as annual trainings in safety, species identification, and updated data collection procedures.
- C.2.3 NMFS training curriculum includes (Attachment 6.B):  
At-sea monitors mission and purpose  
At-sea monitors guidelines and responsibilities  
At-sea monitors duties  
Fishing operations  
Data collection procedures  
Cetacean identification  
Pinniped identification  
Sea turtle identification  
Fish identification  
Sub-sampling procedures  
Safety aboard commercial fishing vessels  
Conduct at sea
- C.2.4 At-sea monitor training will initially occur at least every month after the award of the contract. NMFS will create a schedule prior to training sessions for planning purposes for the Contractor. NMFS will consider additional training times if needed by the Contractor. Prior to each training session, NMFS will evaluate the number of trainees that will be allotted in the training. In the event that demand for training exceeds NMFS capacity, NMFS may add more than 30 at-sea monitors to each training or work with providers to "train the trainers" by providing a standard curriculum and auditing

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

training course components. Once the curriculum is stable, training at remote sites may be possible.

- C.2.5 The Contractor shall submit to NMFS, at least 7 working days before the beginning of training (prior to May 1, 2010) or thirty working days before the beginning of the training (after May 1, 2010), the following information (Attachment 6.B):
- a list of the individuals attending
  - a copy of each person's resume
  - reference checks (name of individual providing reference, association with at-sea monitor, contact information (phone number, e-mail), and information about the at-sea monitor's past performance)
  - security checks must be initiated (NMFS will provide Form 65-7 Request for Security Assurance)
  - A copy of a valid CPR and First Aid certificate prior to the start of training.
- C.2.6 The Contractor shall provide a notification of new hires to NEFOP two weeks prior to the contractor/employee(s) projected start date for US Citizens. The notification requirement for all Foreign Nationals is at a minimum 30 days. The following information must be provided for each contractor/employee: Full Name, Phone Number, and EMail address. NMFS understands that new hire list may change frequently before the start of training, however, a final list of candidates must be provided to NMFS one week prior to the start of training. 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.2.10a, Qualifications, or if their work has been performed at an unsatisfactory level on previous projects, or if their behavior on other projects has been disruptive.
- C.2.7 An at-sea monitor's first 3 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. During the at-sea monitor's first 3 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 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 would become certified. If the data quality is not considered acceptable the at-sea monitor would not be certified by NMFS.
- C.2.8 The Contractor shall provide medical fitness screening for each prospective at-sea monitor candidate. At-sea monitors must be able to work at sea for extended and uncertain durations without medical restrictions (Attachment 2). Proof of passing a medical fitness examination shall be supplied to NMFS with each trainee and with each subsequent renewal.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.2.9 At-sea monitors collect data for fishing effort, location, and retained and discarded catch for each tow while aboard the vessel. They may also collect length measurements from segments of the catch. At-sea monitors record, collect, and photograph marine mammals, sea turtles and sea birds incidentally caught in the fishing gear.

C.2.10 **At-sea monitors**

C.2.10a **Qualifications**

C.2.10a.1 The following represent the minimum educational qualifications required to work as an observer (NMFS Policy Directive 04-109-01), which includes at-sea monitors:

- a bachelor's degree from an accredited college or university with a major in one of the natural sciences
- and a minimum of 30 semester hours or equivalent in the biological sciences.
- at least one undergraduate course in math or statistics
- experience with data entry on computers. All relevant course work must have been completed and performed at a level equivalent to similar course requirements at the candidate's academic institution.

NMFS may waive the education and experience requirements of this section if an observer candidate has acquired the required skills to be considered eligible for observer training through a NMFS authorized alternative training program. The alternate training program must include activities and functions including, but not limited to:

- a. participating in or/and observing ocean fishing activities consistent with those that would be required during observer work performance.
- b. participating in fisheries research cruises.
- c. recording data on marine mammal sightings and fishing activities.
- d. tallying incidental take of marine mammals, sea turtles, and sea birds from fishing platforms.
- e. collecting biological samples and specimens from postmortem animals.
- f. entering data into a database using computers.
- g. completion of a biological training program, equivalent to that received as part of a bachelor's degree, conducted by or approved by NMFS with the specific objective of preparing potential candidates for observer training.

To be consistent with Amendment 16, the minimum eligibility standards for an education for an at-sea monitor is a high

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

school diploma. In order to meet the National Standards and endorse the Amendment 16 rule, NMFS will review educational qualifications of each candidate, and those with only a high school diploma will be evaluated and waived on a case by case basis. The educational requirement for a high school diploma rather than a college degree is a minimum eligibility requirement and does not necessarily require vendors to hire only those candidates with the minimum qualifications. NMFS will grant the waiver on a case-by-case basis to ensure that the most qualified, educated, and experienced candidates are selected.

C.2.10a.2 Be certified by a physician to be physically fit to work as an at-sea monitor on a domestic commercial fishing vessel. The physician must understand the at-sea monitor's job and working conditions (see Attachment 2). Physical considerations include, but are not limited to:

- a. ability to swim 100 meters
- b. ability to tread water for three (3) minutes
- c. ability to don an immersion suit in 60 seconds or less
- d. ability to perform various water survival skills (i.e., boarding life raft, cold water skills, etc.
- e. ability to climb a ladder
- f. ability to lift and carry 50 pounds correctly
- g. susceptibility to chronic motion sickness
- h. ability to live in confined quarters

A licensed physician must certify not more than 12 months prior to the end of the observer training that the observer candidate is physically capable of serving as an observer. Any physical condition that could limit an individual from completing any at-sea monitor duties while at sea or ashore may be grounds for a failed medical certification.

C.2.10a.3 Pass the NEFSC At-sea monitor Certification Training Course (approximately 10 days) and maintain all training standards (see Attachment 2).

C.2.10a.4 Be able to work independently, while following technical instructions.

C.2.10a.5 Be able to get along well with others.

C.2.10a.6 May not have a direct financial interest, other than the provision of observer services, in the fishery, including, but not limited to (Attachment 2):

- a. any ownership, mortgage holder, or other secured interest in a vessel or processor involved in the catching, taking, harvesting or processing of fish.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- b. any business selling supplies or services to any vessel or processor in the fishery.
- c. any business purchasing raw or processed products from any vessel or processor in the fishery.

C.2.10a.7 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.2.10a.8 Obtain and maintain current certification for CPR by the American Red Cross. Completion of a basic First Aid class is also required before certification. A copy of CPR and First Aid certification for all at-sea monitors will be provided to NMFS prior to the first day of training class and annually thereafter.

Certifications may also be obtained through the American Heart Association (AHA). Successful completion of the course through either AHA or American Red Cross will fulfill the certification requirement.

C.2.10a.9 Have the capability and aptitude to accurately identify fish species encountered and to demonstrate this ability by successfully completing and maintaining the Fish Verification Program requirements.

C.2.10a.10 Has never been decertified as an at-sea monitor, or an observer due to problems with data quality or standards of conduct, in any NMFS observer program (Attachment 2). At-sea monitor's references of previous employment as NMFS at-sea monitors or observers shall be verified by the contractor as qualifying for this requirement.

C.2.10a.11 The Government retains the right to reject any at-sea monitor proposed by the Contractor if his or her qualifications do not meet the required standards, or if their behavior on other projects has been disruptive.

**C.2.10b Conduct**

At sea, at-sea monitors work in a self-supervised capacity and must maintain high standards of conduct. At-sea monitors must maintain a professional, objective demeanor at all times. The Contractor shall develop and enforce standards of conduct for at-sea monitor employees. At-sea monitors must comply with these standards and those set forth in the attached Northeast Fisheries Program Training Standards (Attachment 2).

**C.2.10c At-Sea Monitor Responsibilities**

C.2.10c.1 A pre-test will be developed and issued by NMFS to the potential trainees seeking at-sea monitoring certification. The pre-test will be designed for adults to test basic reading, writing, and math skills. The entrance exam must be passed as outlined by NMFS for acceptance into the training program. At-sea monitor candidates will undergo an initial training provided by NMFS that will last 10 days. They are tested for understanding and ability to perform the required at-sea monitor duties. At-sea monitor's first 3 deployments and the resulting data shall be immediately edited and

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

approved after each trip, by NMFS prior to any further deployments by that at-sea monitor. If data quality is considered acceptable the at-sea monitor would become certified.

- C.2.10c.2 At-sea monitors will be required to attend an annual refresher course for data collection, species identification, and vessel safety. This would be expected to be 3 days long for at-sea monitors in good standing and will be provided by NMFS. Compensation for the at-sea monitor's time at the initial training and refresher trainings as well as meals & reimbursement (M&I) and lodging will be provided by NMFS. Costs for travel to and from the training center will not be covered by NMFS.
- C.2.10c.3 At-sea monitors collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew, observations of fishing operations, photographing catch, and measurements of selected portions of the catch and fishing gear. At-sea monitoring coverage is mandated under the Magnuson-Stevens Act and requirements are detailed in Amendment 16 to the Northeast Multispecies Fishery Management Plan and are an integral part of the monitoring of Annual Catch Limits in the groundfish fishery. These authorities empower the at-sea monitor to perform certain functions aboard vessels as well as afford protection to the at-sea monitor against interference and intimidation in the course of performing his/her duties.
- C.2.10c.4 The at-sea monitor's primary responsibility will be collect accurate actual weights on the discard portion of the catch, as well as account for all catch (kept and discarded) on each tow. The data collected by at-sea monitors will be used to quantify the discards that occurred on that trip. The data will also be used to estimate the discards that occur by sector vessel trips and common pool that were not selected to take an at-sea monitor. The data fields to be observed and methods used to collect the data will be detailed in the training and published in an At-Sea Monitoring Manual by NMFS.
- C.2.10c.5 At-sea monitors would be expected to work no more than 12 hours per day at sea, and several hours on shore after a trip.
- C.2.10c.6 Data collected once per trip include data pertaining to the vessel, fishing practices, and trip costs. The at-sea monitor describes various aspects of the gear(s) and records the catch composition and the corresponding weights on a haul by haul basis.
- C.2.10c.7 All data must be reported electronically in a standard acceptable form from the at-sea monitors to NMFS within 48 hours of the completion of the trip. Electronic submissions must pass NMFS-programmed automated checks to be accepted into the system (i.e. all required fields must be complete, within range, and match with other databases such as with the permit number entered) (Attachment 6.A).
- C.2.10c.8 At-sea monitors who encounter captains or owners of vessels operating in fisheries requiring mandatory at-sea monitor coverage who refuse to accept them on their vessel for

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via E-mail to the Branch Chief of the Fisheries Sampling Branch within 24 hours from the time the vessel owner refuses to accept them on his/her vessel. This documentation shall be of sufficient substance and detail as to be usable for NMFS Enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when and where.

- C.2.10c.9 The Contractor is expected to maintain the corps of at-sea monitors needed to complete the sea day coverage requirement. The best candidates must be selected for the program. NMFS expects 90% of new recruits to pass the training session and successfully complete certification.
- C.2.10c.10 At-sea monitors shall be expected to remain as active at-sea monitors or serve in other capacities directly related to the Northeast Fisheries Observer Program (e.g. program management) for at least one year after training.
- C.2.10c.11 At-sea monitors must maintain regular contact with their assigned NMFS debriefer. All at-sea monitors shall call their debriefer prior to making a trip in a fishery or program covered for the first time. At-sea monitors must return phone calls or reply to email questions as soon as realistically possible. No regular in-person debriefings will be required by the provider, however, NMFS can request that an in-person meeting occur with an at-sea monitor at any time.
- C.2.10c.12 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. At-sea monitors shall comply with changes as applicable.
- C.2.10c.13 Under the Magnuson Stevens Fishery Conservation and Management Act - 50 CFR 600.725, fishing vessels are prohibited from (the language in the act uses the "observers" synonymically with "at-sea monitors"):

Harass or sexually harass an authorized officer or an observer.

Fail to show proof of passing the USCG Commercial Fishing Vessel Safety Examination or fail to maintain the vessel safety conditions necessary to pass the examination, when required by NMFS pursuant to 600.746.

Fail to provide to an observer, a NMFS employee, or a designated observer provider, information that has been requested pursuant to 600.746, or fail to allow an observer, a NMFS employee, or a designated observer provider to inspect any item described at 600.746.

Fish without an observer when the vessel is required to carry an observer.

Assault, oppose, impede, intimidate or interfere with a NMFS-approved observer.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Prohibit or bar by command, impediment, threat, coercion or refusal of reasonable assistance, an observer from conducting his/her duties aboard a vessel; or tamper with or destroy samples or equipment.

Fail to maintain safe conditions for the protection of observers including compliance with all USCG and other applicable rules, regulations or statutes applicable to the vessel which pertain to safe operation of the vessel.

In addition, under 50 CFR 648.14, it is unlawful for any person to:

Assault, resist, oppose, impede, harass (including sexually harass), intimidate or interfere with or bar by command, impediment, threat or coercion, any NMFS-approved observer or sea sampler aboard a vessel conducting his/her duties aboard a vessel, or an authorized officer conducting any search, inspection, investigation or seizure in connection with enforcement of this part, or any official designee of the Regional Administrator conducting his/her duties, including those duties authorized in 648.7(g).

Refuse to carry an observer if requested to do so by the Regional Director.

Refuse reasonable assistance to either a NMFS-approved observer conducting his/her duties aboard a vessel.

Under the Marine Mammal Protection Act at 50 CFR 229.3, it is prohibited to:

Assault, harm, harass (including sexually harass), oppose, impede, intimidate, impair or in any way influence or interfere with an observer, or attempt the same. This prohibition includes, but is not limited to, any action that interferes with an observer's responsibilities, or that creates an intimidating, hostile or offensive environment.

Tamper with or destroy observer equipment in any way.

Violate any regulation in this part or any provision of section 118 of the Act.

See 50 CFR 229.7© for Section 118 regulation and provisions relating to carriage of observer.

Observers or any employee of the contractor must report to the contractor's Program Manager immediately (NTE more than 12 hours after occurrence or 12 hours after returning from a trip) any of the above prohibited activities if encountered during vessel selection or during an observed trip.

NMFS must approve any individual who the provider is recommending to be the Program Manager.

The following represent the minimum qualifications required to work as a Program Manager (provider required to carry):

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- A bachelor's degree from an accredited college or university with a major in one of the natural sciences and a minimum of 30 semester hours or equivalent in the biological sciences.
- at least one undergraduate course in math or statistics
- Experience with data entry on computers. All relevant course work must have been completed and performed at a level equivalent to similar course requirements at the candidate's academic institution.

NMFS may waive the education and experience requirements of this section if the candidate has acquired the required skills to be considered eligible for the position. Those skills must be documented and presented to NMFS in written form.

C.2.10c.14 At-sea monitors will have to sign a non-disclosure statement (confidentiality agreement) at the commencement of training (see Attachment 7).

**C.3 Statement of Work**

**C.3.1 The Contractor shall:**

- C.3.1a Not have a direct or indirect interest in a fishery managed under Federal regulations, including, but not limited to, fishing vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions and may not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts fishing or fishing-related activities that are regulated by NMFS, or who has interests that may be substantially affected by the performance or nonperformance of the official duties of service providers (Attachment 2). This does not apply to corporations providing reporting, dockside, and/or at-sea monitoring services to participants of another fishery managed under Federal regulations.
- C.3.1b Communicate with NMFS within 12 hours (after being selected by NMFS) if an at-sea monitor is available for the selected trip.
- C.3.1c Be able to determine total catch and discard weights for each trip.
- C.3.1d Ensure that at-sea monitors remain available to NMFS, including NMFS Office for Law Enforcement (OLE), for a debriefing for at least 2 weeks following any monitored trip/offload.
- C.3.1e Support, as specified herein, the at-sea monitors during each phase of their employment period including training, briefing, travel, accomplishing requisite land duties, data collection aboard fishing vessels, while working dockside and during debriefings.
- C.3.1f Have all at-sea monitors complete Attachment 2, Northeast Fisheries Training Standards, and submit to NMFS.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C.3.1g Locate vessels and deploy at-sea monitors to vessels, following NMFS vessel selection protocols. Specific vessel selection protocols will depend on target coverage levels but should be proportional to expected distribution of effort within the sector, by gear, mesh category, and season/quarter.
- All vessels must be subject to coverage. All participating vessels must be able to accommodate an at-sea monitor (i.e. must meet safety checklist detailed in Attachment 3.
- Travel will be reimbursed (according to Federal Travel Regulations as specified herein) when at-sea monitors travel greater than fifty miles from their primary port to locate vessels for deployment or landing. "Primary port" here means the at-sea monitor's assigned port where they will be covering most of their trips.
- C.3.1h Provide all logistical and administrative support necessary to deploy at-sea monitors to ports from which fishing vessels depart.
- C.3.1i Make at-sea monitors available to NMFS Law Enforcement staff for the purpose of investigating the circumstances of alleged refusals or any other violation of law recorded by the at-sea monitor in the course of his/her duties.
- C.3.1j Obtain adequate insurance to cover injury, liability, and accidental death for at-sea monitors during the contract period of performance. Maritime Employer's Liability insurance must be provided to cover the at-sea monitor, vessel owner and Contractor. Minimum Maritime Employer's Liability coverage required is \$5,000,000. Current insurance certificate(s) shall be provided to NMFS within 10 days of contract award and updated annually or sooner if there is a change.
- C.3.1k Ensure the at-sea monitor has notified NMFS within the required time frame for any refusals by a vessel owner or captain to accommodate an at-sea monitor.
- C.3.1l Assure at-sea monitors are made available, when requested, for debriefing by NMFS staff. Ensure that the at-sea monitor has all NMFS required equipment with them for their debriefing. Travel expenses will be reimbursed under the travel provisions stated herein.
- C.3.1m Provide adequate documentation to determine travel expenses are in accordance with current Federal Travel Regulations. Total travel costs may not exceed 10% of billed sea day costs.
- C.3.1n Trip data shall be received from at-sea monitors at the conclusion of each deployment and transmitted electronically; using NMFS supplied equipment, to NMFS within 48 hours of the completion of the trip (Attachment 6.A). Paper data logs will not be accepted from the contractor; however paper worksheets may be mailed to NMFS. Paper should be mailed within three (3) days of landing to be received at NMFS within 5 days of the trip landing. Data must be submitted electronically from the contractor within 48 hours of the trip landing date.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C.3.1o Report any 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.
- C.3.1p Report possible at-sea monitor harassment; discrimination; concerns about vessel safety or marine casualty; injury; and any information, allegations, or reports regarding at-sea monitor conflict of interest or breach of the standards of behavior to NMFS (Attachment 2).
- C.3.1q Comply with all NMFS safety standards and require strict adherence to the NMFS safety checklist (see Attachment 3).
- C.3.1r Request that any at-sea monitor who leaves the program complete all exit procedures including an exit interview with NMFS (see Attachment 4).
- C.3.1s The contractor, through the Program Manager, shall notify the Chief of the Fisheries Sampling Branch (or their designee) and the NMFS Office of Law Enforcement liaison to the Fisheries Sampling Branch, of any potential violation to the MSFCMA 50 at CFR 600.725 or 50 CFR 648.14, or the MMPA at 50 CFR 229.3, as described in C2.10c.16. This notification applies to potential violations that become known to the contractor and/or become known to any employee of the contractor.
- Notification shall be immediately (NTE 12 hours) upon knowledge of the occurrence of any of the prohibited activities as described in C.2.10c.16. Initial notification shall contain the following information: Date, time, and location where the incident occurred; names of the persons involved and names of any vessels involved; brief narrative description of the incident. Initial notification shall be made via return receipt electronic mail. At-sea monitors and contract employees shall be made available to the NMFS Office of Law Enforcement in order to gather additional information and/or evidence.
- C.3.1t Provide the primary port and contact information of all of their at-sea monitors (both full time and part time). This would include names, addresses, phone number(s), and e-mail addresses. If there is a change made to any variables in the list, an updated list shall be provided to NMFS immediately.
- C.3.1u Provide NMFS a quarterly report on all applicants that have applied as an at-sea monitor, whether or not they were rejected and the reason why they were rejected.
- C.3.1v Demonstrate good financial standing by submitting a copy of a "Certificate of Good Standing", which can be obtained from the Secretary of State's Office in the state where your business is registered. Any legal business entity (such as Corp, Partnership, LLC, Sole Proprietor, etc.) must be registered with a state.
- C.3.1w Submit to NMFS, if requested, a copy of each signed and valid contract (including all attachments, appendices, addendums, and exhibits incorporated into the contract) between the service provider and those entities requiring services (i.e.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

sectors and participating vessels) and between the service provider and at-sea monitors.

- C.3.1x Submit to NMFS, if requested, copies of any information developed and used by the service providers distributed to vessels, such as informational pamphlets, payment notification, description of duties, etc. within 5 business days of distribution.
- C.3.1y Refuse to deploy an at-sea monitor on a selected fishing vessel for any reason including, but not limited to, the following:
- a) If the service provider does not have an available monitor prior to a vessel's intended date/time of landing, or if the service provider does not have an available at-sea monitor within the advanced notice requirements established by the service provider.
  - b) If the service provider is not given adequate notice of vessel departure.
  - c) If the service provider has determined that the selected vessel is inadequate or unsafe pursuant to the reasons described at § 600.746.
- C.3.1z Update daily (business days) the NMFS developed web-based system with at-sea monitor deployments.
- C.3.1aa Replace any government issued equipment that is damaged or lost.

**C.4 Data Quality**

The NMFS COTR will, through the Quality Assurance Surveillance Plan, monitor all aspects of contractor performance as described below:

- C.4.1 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, 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 of 10% of each at-sea monitor's trips 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.
- C.4.2 If an at-sea monitor has been identified by NMFS to have questionable data, i.e., fraudulent or not complete, the Contractor shall meet boats at the dock when carrying that at-sea monitor, if requested by NMFS. Specific information will be discussed with the captain based on questionnaires provided by NMFS. A report of the interaction shall be provided to NMFS within two working days of the trip.
- C.4.3 An at-sea monitor's ability to work will be based on his/her certification. An at-sea monitor will be certified, put on probation or decertified, as described in the NMFS policy statement regarding certification (see Attachment 5).

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.4.4 NMFS Responsibilities**

**The Government will:**

- C.4.4a Train, test, and certify at-sea monitor candidates. Retrain, refresh, and test certified at-sea monitors to maintain skills and to provide updated methods, priorities, and protocols.
- C.4.4b Notify the Contractor of candidates who have been certified. Provide a letter of introduction, signed by the NEFSC Director, or his/her designee, for each at-sea monitor.
- C.4.4c Decertify at-sea monitors who fail to abide by established standards of conduct and conflict of interest, or whose performance is determined to be unsatisfactory. At-sea monitors must complete at least one trip per year as a NEFSC certified at-sea monitor on any gear type they are certified in to maintain certification. If not, the at-sea monitor's certification will expire. The at-sea monitor will be required to attend a refresher training if they do not deploy on a gear type they were originally certified in for over a year.
- C.4.4d Reimburse the contractor for the costs of the at-sea monitor's initial training, all refresher trainings, travel for in-house debriefings, M&I during trainings, lodging during trainings.
- C.4.4e Pay for the security background check. However, as it is a mandatory requirement for appointment to the position, the contractor/employee shall not be reimbursed salary or travel expenses for completing necessary documents. Clearances are based on investigations requested by Federal agencies, appropriate to specific positions and their duties. Until a person is offered such a position, the government will not request or pay for an investigation for a clearance. Once a person has been offered a job (contingent upon satisfactory completion of an investigation), the government will require the person to complete the necessary documents initiate the investigation, adjudicate the results, and issue the appropriate clearance.
- C.4.4f Notify the Contractor of Government compliance debriefings with NMFS Enforcement or NOAA General Counsel personnel. Notify also of depositions, hearings, and the Contractor's personnel required to attend the debriefings, depositions, and hearings.
- C.4.4g Communicate with the Contractor to facilitate program operations and attainment of goals.
- C.4.4h Provide scheduling of trips.
- C.4.4i Provide an evaluation report for each active at-sea monitors twice a year (See Quality Assurance Surveillance Plan herein)
- C.4.4j Conduct exit interviews with each at-sea monitor leaving the At-Sea Monitoring Program (See Attachment 4).
- C.4.4k Brief at-sea monitors prior to a deployment to a vessel using gear with which the at-sea monitor is unfamiliar.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C.4.4l Review and approve contractor developed standards of conduct.
- C.4.4m Contact contractor to inform at-sea monitors who have been placed on pre-probation, probation, or have been decertified. The contractor will be notified within a week after NMFS decides to place an at-sea monitor on probation or to be decertified.
- C.4.4n Provide all at-sea monitors equipment listed in Attachment 6.
- C.4.4o Vessels selected to carry an at-sea monitor will be based on a random stratification scheme. Assignment of trips to providers will be systematic and based proportionately on the number of certified at-sea monitors that are in service. A primary provider will be selected and a secondary provider may opt to take a trip that can't be covered by the primary provider assigned.

**C.5           Equipment and Supplies**

The government will provide at-sea monitors equipment as listed in Attachment 6. For items listed with a brand name, the government shall provide the equivalent quality to the brand listed. If gear is lost or damaged, it must be replaced at the contractor's expense with the same brand or item of equivalent quality for the items identified as such in Attachment 6.

**C.6           Reimbursables**

- C.6.1 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 miles from their primary port.
- C.6.2 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).
- C.6.3 NMFS Enforcement action may occur while an at-sea monitor is deployed to a vessel or performing other contract objectives. These events may result in the need for an at-sea monitor to be interviewed by a NMFS Enforcement representative. Activities include, but are not limited to, interviewing, debriefing, affidavit writing, and testifying.
- C.6.4 Once confirming availability or agreeing to take a trip that has been selected, the provider must be committed to taking the trip. Reasons for changing deployment will have to be described to NMFS.

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 CAR 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)**

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:

Applicable to the minimum quantity ordered herein:

NOAA/NMFS/NEFSC/FSB  
25 BERNARD EAST SAINT JEAN DR.  
E. FALMOUTH, MA 02536

ADDITIONAL TASK ORDERS WILL HAVE THE LOCATION CITED THEREIN

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 DURATION OF CONTRACT PERIOD**

This contract shall become effective on the date of award and the ordering period shall continue in effect during the period ending 24 months after the date of contract award unless terminated in accordance with other provisions herein.

**F.2 SCHEDULE OF DELIVERABLES**

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

<u>Item</u>	<u>Description</u>	<u>Due Date</u>	<u>Deliver To</u>	<u>Ref.</u>
	Medical Fitness Exam	Prior to commencement of training and annually thereafter	COR	C2.8
	Training Standards	First day of training	COR	C2.10a.3
	CPR & First Aid Certification	Prior to commencement of training and annually thereafter	COR	C.2.10a.8
	Pre-Test Entry Exam	Prior to commencement of training	COR	C.2.10c.1
	Insurance Certificate	Within 10 days of contract award	COR	C.3.1m

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**G.2 CAR 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)**

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:

NOAA/NMFS/NEFSC  
FISHERY SAMPLING BRANCH  
25 BERNARD EAST SAINT JEAN DR.  
E. FALMOUTH, MA 02536  
(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 reports 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.

**G.3 INVOICE INSTRUCTIONS**

Original invoices shall be mailed to the designated billing office as follows:

NOAA/NMFS/NEFSC  
166 Water St.  
Woods Hole, MA 02541

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

NOAA/Eastern Acquisition Division  
Attn: Lynne Phipps  
200 Granby St.  
Norfolk, VA 23510  
[Lynne.B.Phipps@noaa.gov](mailto:Lynne.B.Phipps@noaa.gov)

The designated payment office for this contract is:

NOAA Finance Office  
Eastern Operations Branch  
20020 Century Blvd.  
Germantown, MD 20874-1143

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

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 CAR 1352.208-70 PRINTING (MAR 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

**H.2 CAR 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

**H.3 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)**

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.4 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

**H.5 QUALITY ASSURANCE SURVEILLANCE PLAN**

**PURPOSE**

The purpose of this Quality Assurance Surveillance Plan (Plan) is to provide the Government with an effective and systematic surveillance method for monitoring the Contractor's quality level of data.

The Plan is not intended to prescribe the operational, management or administrative details of how the Contractor furnishes the data. The Contractor is responsible for developing and implementing a quality control process for delivering and maintaining high quality data for the NEFSC At-Sea Monitoring Program.

**DATA QUALITY**

NMFS staff members involved with the everyday monitoring of data quality, particularly the Data Quality Lead, will evaluate the quality of services provided by the Contractor, and will document the performance evaluation.

Specific positions and responsibilities detailed in the following sections describe the schedule, methods, and tools for evaluating performance:

Biannually a report developed by the at-sea monitor Data Editors, Data Quality Lead and various sector staff will be generated for each at-sea monitor that are currently active in the program at the time the report is due. The report will contain criteria such as communication with NMFS staff, data quality at a trip level, field performance and work ethic. The report will be disseminated to the contractor by the Contracting Officer Representative (COR)

1) Data Quality Lead

The Data Quality Lead is responsible for communicating directly with the at-sea monitor Data Editors and ensuring consistent evaluation efforts are used. At the end of each evaluation period, the Data Quality Lead documents the Data Editors' and sector staff collective assessment of each at-sea monitor's performance and presents the findings to the COR.

2) Contracting Officer's Representative (COR)

The COR has overall responsibility for ensuring the technical requirements of the contract are successfully completed. The COR facilitates communications between the Government and the Contractor and provides professional advice to the Data Quality Lead. The COR is also responsible for preparing and presenting all material needed in the assessment of the Contractor's performance.

Only the Contracting Officer (CO) may appoint the COR. The appointment will be in writing and will outline the responsibilities and limitations of the COR.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

3) Contracting Officer (CO)

The CO has overall responsibility for overseeing the Contractor's performance. The CO is the only Government representative who can create, modify and sign contracts on behalf of the Government, and has the ultimate authority to reject or accept deliverables, determine entitlement to payments, or withhold payments.

**PERFORMANCE MONITORING**

Overview

The constant monitoring and reporting of the Contractor's performance is instrumental in ensuring that the At-Sea Monitoring Program receives the best possible contract performance. The Data Editors will monitor, evaluate, and assess Contractor performance in accordance with this Plan. The Data Editors' monitoring activities will focus on the technical aspects of the work as outlined in the contract and through evaluating the work actually performed.

The Data Quality Lead will be responsible for reviewing and assessing the evaluations produced by the Data Editors and other Government personnel.

It is important that the Contractor is kept informed of its performance. A process of continuous feedback is designed to ensure that the Contractor has an opportunity to improve its employees' performance to the "Outstanding" rating.

**DOCUMENTATION AND REPORTING**

Documentation

- (1) Documentation is required to record and report contractor performance. The Data Quality Lead will maintain accurate records of the Contractor's performance and keep the COR informed of all data pertaining to the Contractor status. This documentation will support the Quality Lead's evaluation of the Contractor's performance.
- (2) The Data Editors may use the Data Quality Evaluation Form to record both the positive and negative evaluations of the Contractor's performance. Note that the format will require documentation that reflects the Editor's understanding of what the Contractor was supposed to do, and what was actually done.
- (3) The Evaluation Form may be used to assist in the bi-annual report developed by the Data Editors, Data Quality Lead and sector staff. The Evaluation Forms will be stored directly with the at-sea monitor's Data Editor. When appropriate, the Data Quality Lead may investigate the event further to determine if all the facts and circumstances surrounding the event were considered.

Reporting

Data Quality Lead Report - At the end of each evaluation period, the Data Quality Lead will review all evaluation reports developed by the Data Editors and forward onto the COR. It is the responsibility of the COR to review the reports and provide any additional information to the CO.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

The COR will be responsible for preparing all material required to make an assessment of the Contractor's performance.

**H.6 REIMBURSEMENT OF TRAVEL EXPENSES**

If the at-sea monitor travels greater than fifty miles from their primary port any travel costs incurred in association with the performance of this work, including transportation, lodging, subsistence, and incidental expenses incurred by the Contractor's personnel or consultants while in a travel status in connection with the performance of services required by this contract, shall be reimbursed for the actual costs incurred (**without overhead and profit**) which shall not exceed the estimated amount listed in the individual order or contract. Travel to and from an at-sea monitor's training (both initial 10 day training and refresher trainings) will be incurred upon the contractor. Airfares shall consist of the actual, but not to exceed the lowest customary standard coach, or equivalent airfare during the normal business hours or as otherwise provided in FAR 31.205-46(d). Per Diem and mileage costs are limited to rates set by the Federal Travel Regulations, per FAR 31.205-46. The parties recognize that it may be necessary to cancel or reschedule a meeting. Where rescheduling or cancellation was due to unforeseeable causes (s) beyond the control and without fault or negligence of the contractor, any penalties assessed for transportation or lodging to due to travel or cancelled training shall be an allowable reimbursable cost under this contract. Invoices shall be supported with a copy of the ticket.

Travel status will include authorized activity resulting in travel greater than fifty miles from the individual's primary port.

**H.7 GOVERNMENT-CONTRACTOR RELATIONSHIP(S)**

The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the contract-employees assigned as key personnel under this contract. The Contracting Officer's Representative (COR) may provide technical direction, which will assist the contractor in accomplishing the Statement of Work.

**H.8 OVERTIME**

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. Overtime shall be paid in accordance with the Fair Labor Standards Act and other applicable labor laws whether work is performed inside or outside U.S. territorial waters.

**H.9 CAR 1352.216-76 PLACEMENT OF ORDERS (MAR 2000)**

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 or 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.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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

Contracting Officer  
NOAA Eastern Acquisition Division  
200 Granby St.  
Norfolk, VA 23510

**H.10 CAR 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

**H.11 CAR 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)**

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

**H.12 CAR 1352.237-73 KEY PERSONNEL (MAR 2000)**

a. The Contractor shall assign to this contract the following Key Personnel:

Greg Whritenour, Program Manager

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 specified.

c. Requests for changes 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.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.13 CAR 1352.252-71 REGULATORY NOTICE (MAR 2000)**

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

**H.14 TASK ORDER OMBUDSMAN**

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman, 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. It should be noted that in accordance with FAR 16.505(a)(7) no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

**H.15 PRE-TRIP NOTIFICATION SYSTEM FOR NORTHEAST FISHERIES OBSERVER PROGRAM (NEFOP) AND AT-SEA MONITORING (ASM)**

Priorities for pre-trip notification system:

A web-based system will be designed for fishermen to provide their pre-trip notification in fisheries that require an Observer Notification prior to the trip start, select vessels, and inform observer service providers. This system is designed to be used in the following ways:

1. for the vessel to provide advanced notification to NMFS of a trip in a fishery that requires observer and/or at-sea monitoring coverage;
2. for NMFS to perform even and fair vessel selection, stratified by gear type and area;
3. for NMFS to notify observer service providers of trip selections;
4. for observer service providers to report on their assignment activity;
5. to estimate achieved coverage rates and compare to targeted rates; and
6. to establish and report on vessel callin compliance levels.

NMFS will be making NEFOP and ASM assignments from the pre-trip notification. NMFS will indicate the "coverage type" as NEFOP or ASM. Assignments to NEFOP will be provided to the NEFOP contractor. They will have to accept or decline. If NMFS has not received acceptance of the trip within twenty four hours before sail time, NMFS will issue a "waiver, no observer available" notice to vessel.

The web-based system will have a registration for industry that will provide them with a unique password and username. The registration information will include first name, last name, phone number, email address for notices, relation to vessel (owner, captain, sector manager, etc.), permit number, sector affiliation, primary port landed, primary gear type, average length of trip (day, multi-day). (Day trips are defined as less than 48 hours; multi-day trips are 48 hours or more.)

Variables needed:

First would select: Multispecies groundfish

For multispecies:

Permit number, USC/SAP trip (yes or no), date sail, port sail, gear type (trawl, gillnet, longline)

The system will capture who is making the notification, and date, and time which will become part of the call record.

**EA133F-10-CQ-0015**

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

Pre-trip notification system

Vessels must provide 48-hours notice prior to sailing. NMFS will limit the number of days that notices may be given prior to a trip of 9 days.

Vessels will still be selected for a particular trip, or if delayed or canceled, is still selected for the next trip that sails.

After the trip inputs a trip-start, NMFS will determine the observer/waiver assignment. NMFS will provide a **"waiver, no coverage needed"** - or **"observer assigned"**.

If a trip is selected, NMFS will send an email notice to vessel of the observer selection within 6 hours.

Each provider assigned has 12 hours to **"accept"** an observer assignment. Provider must take the trip once they have claimed acceptance. If there is an unforeseen emergency that results in changing the provider's acceptance of a trip, it would have to be reported to NMFS on a case by case basis.

If a trip is accepted by a provider, the provider would make contact with vessel for logistics. NMFS provides no further notices or emails.

If the provider **"declines"** within the 12 hours, or if they do not accept a trip at all, NMFS will pass along the trip to a secondary provider. The secondary provider then has 12 hours to "accept" or "decline" the trip. If no response is received, or the trip is declined by the second provider, NMFS will send an email to the vessel a waiver since 24 hours has elapsed (12 hours pre provider). If there are no observers available, the vessel would receive an email **"waiver, no observer available"**.

Assignment of trips to providers will be systematic and based proportionately on the number of certified At-Sea Monitors that are in service. For example, if a 20% sample is needed from 100 trips and there are three providers: Provider 1 with 20 ASM (25% of the certified ASMs), provider 2 with 10 certified ASMs (13% of the certified ASMs), and provider 3 with 50 ASMs (62% of the certified ASMs), resulting in Provider 1 with 6 trips, Provider 2 with 2 trips, and provider 3 with 12 trips (total of 20 trips).

The pattern for assignments for the 100 trips would be (20% would be equivalent to an observer assignment every 4<sup>th</sup> call and 80 of the trips get a waiver; observer trips are equally spaced, and provider gets their assignments rotationally and proportional to observer availability):

w	w	w	1	w	w	w	2	w	w	w	3	w	w	w	1	w	w	w	2
w	w	w	3	w	w	w	1	w	w	w	3	w	w	w	1	w	w	w	3
w	w	w	1	w	w	w	3	w	w	w	1	w	w	w	3	w	w	w	3
w	w	w	3	w	w	w	3	w	w	w	3	w	w	w	3	w	w	w	3

If a trip is delayed by 48 hours or less, they would not have to provide notification again, the trip assignment would stay the same. If delay is more than 48 hours, they would have to call back in.

Each trip will be assigned a unique selection number. The provider will be given the unique **selection number**. The observer, when getting on trip, could also confirm the selection number and record on their trip data.

Emergency Layover - Vessels may request a waiver from waiting 48 hours to go back out fishing, in an emergency situation.

---

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

Two levels of access - external (fishermen, providers, sector managers), internal (FSB staff, NERO, OLE). As internal staff, NMFS would override the 48 hour notice minimum notification time if an Emergency Layover was requested. Emergency Layover requests would be taken on the phone by FSB.

**SECTION I**  
**CONTRACT CLAUSES**

**I.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)**

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

**SECTION I**  
**CONTRACT CLAUSES**

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i) (6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

**SECTION I**  
**CONTRACT CLAUSES**

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not

**SECTION I  
CONTRACT CLAUSES**

accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

- (A) change the name in the CCR database;
- (B) comply with the requirements of Subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

**SECTION I  
CONTRACT CLAUSES**

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

**ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)**

**I.2 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/these address(es):  
[www.arnet.gov/far](http://www.arnet.gov/far)

**I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**  
(Reference 4.1105)

**I.4 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**  
(Reference 27.201-2)

**I.5 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**  
(Reference 27.201-2)

**I.6 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)**  
(Reference 27.409)

**I.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)**  
(Reference 44.403)

**I.7A 52.245-1 GOVERNMENT PROPERTY (JUN 2007)**  
(Reference 45.201)

**I.8 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 date of award through 24 months thereafter.

(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.

**SECTION I  
CONTRACT CLAUSES**

(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.

**I.9 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 50 sea days 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 3,000 sea days

(2) Any order for a combination of items in excess of 10,000 sea days or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(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 5 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.

**I.10 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 12 months after the expiration date of the contract ordering period.

**I.11 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

**SECTION I  
CONTRACT CLAUSES**

Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration date of the ordering period.

**I.12 CAR 1352.233-71 SERVICE OF PROTESTS (MAR 2000)**

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.csec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

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

Marion Veber  
NOAA/Eastern Acquisition Division  
Norfolk Federal Center, Room 815  
200 Granby St.  
Norfolk, VA 23510

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division--Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
Attn: Mark Langstein, Esquire  
FAX: (202) 482-5858

**I.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is 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:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.203-12, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251

**SECTION I**  
**CONTRACT CLAUSES**

- note)). (15 U.S.C. 657a).
- \_\_\_\_\_ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- \_\_\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_\_\_ (7) [Reserved]
- \_\_\_\_\_ (8)
- XX \_\_\_\_\_ (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_\_\_ (9)
- \_\_\_\_\_ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- XX \_\_\_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)).
- \_\_\_\_\_ (11)
- \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.
- XX \_\_\_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)).
- \_\_\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- \_\_\_\_\_ (14)
- \_\_\_\_\_ (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.
- \_\_\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_\_\_ (18) 52.219-28, Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a) (2)).
- XX \_\_\_\_\_ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_\_ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- XX \_\_\_\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX \_\_\_\_\_ (22) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX \_\_\_\_\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- XX \_\_\_\_\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

**SECTION I**  
**CONTRACT CLAUSES**

- XX (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27)
- (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)).
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (29)
- (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.
- (30) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (31)
- (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (33) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (36) 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)).
- (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (42)
- (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 1984) 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:

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

**SECTION I**  
**CONTRACT CLAUSES**

- XX (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 - it is not a wage determination:

Fishery Observer I            \$14.83

- XX (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 U.S.C. 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 (Aug 2007) (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--

**SECTION I  
CONTRACT CLAUSES**

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vii) [Reserved].
  - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
  - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1.1 STATEMENT OF WORK ATTACHMENTS**

1. List of Sectors and Geographic Regions of Common Pool
2. Training Standards for At-Sea and Dockside Monitoring
3. At-Sea Monitor Observer Program Pre-Trip Vessel Safety Checklist (PTVSC)
4. Procedures for all exiting NEFOP Observers/At-Sea Monitors
5. Decertification Policy
6. List of NMFS Issued Equipment
- 6A. Proposed Field Collection for the At-Sea Monitors (DRAFT)
- 6B. Pre-Training Requirements for At-Sea/Dockside Monitors
- 6C. At-Sea Monitor Pre-Test (DRAFT)

### **J.1.2 SOLICITATION ATTACHMENTS**

7. Dept. of Labor Wage Determination 2007-0020, Rev. 9
8. Past Performance Questionnaire

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 3

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

1. DATE OF ORDER 01 Jul 2010	2. CONTRACT NO. (if any) EA133F10CQ0015	6. SHIP TO: FM721073	
3. ORDER NO. T001	4. REQUISITION/REFERENCE NO. NFFM7210-10-14465	a. NAME OF CONSIGNEE FISHERIES SAMPLING BRANCH /F/NEC21	
5. ISSUING OFFICE Address correspondence to: AJ930073 NOAA/EASTERN REGIONAL ACQUISITION 200 GRANBY STREET  NORFOLK, VA 23510 ROBERTA SMITH		b. STREET ADDRESS NOAA/NMFS 166 WATER STREET	
7. TO: 00001978		c. CITY WOODS HOLE	d. STATE MA
a. NAME OF CONTRACTOR MRAG AMERICAS, INC.		e. ZIP CODE 02543-1026	
b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 10051 5TH STREET N STE 105		8. TYPE OF ORDER	
d. CITY ST PETERSBURG	e. STATE FL	<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		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.	
BOC:		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.	
OBLIGATED AMT: [REDACTED]		10. REQUISITIONING OFFICE NOAA - NMFS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))  
 a. Small  b. Other than small  c. Disadvantaged  d. Women-owned  e. HUBZone  f. Emerging small business  g. Service-disabled veteran-owned

12. F.O.B. POINT DESTINATION	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 30 Jun 2011	16. DISCOUNT TERMS 00.00% 0 Days  Net 30
13. PLACE OF			
a. INSPECTION	b. ACCEPTANCE		

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	Provide Fishery Observer Services in accordance with the Contract as follows: Any variation in quantities between items is acceptable as long as the total delivery order amount is not exceeded.  2000 Sea Days @ [REDACTED] day = [REDACTED] Travel = \$33,219.52 Training = \$75,000.00	1	LT	[REDACTED]	[REDACTED]	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME NFFM7210				
b. STREET ADDRESS (or P.O. Box)				
c. CITY		d. STATE	e. ZIP CODE	
22. UNITED STATES OF AMERICA BY (Signature) <i>[Signature]</i>				17(i) GRAND TOTAL
23. NAME (Typed) BRENDON JOHNSON (TITLE CONTRACTING/ORDERING OFFICER)				US\$ [REDACTED]
757-441-3344				

# ORDER FOR SUPPLIES OR SERVICES - Continuation

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

DATE OF ORDER 01 Jul 2010	CONTRACT NO. (if any) EA133F10CQ0015	ORDER NO. TO01
------------------------------	---	-------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	Accounting and Appropriation Data: 14.10.H8LFFMS.PGF.1001.022119001.302100 0201000000.25270000.000000 [REDACTED]					
	14.10.H8LFA18.P00.1001.022530018.3021000 201000000.25270000.000000 [REDACTED]					



# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 3

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

1. DATE OF ORDER 11 May 2011	2. CONTRACT NO. (if any) EA133F10C00015	6. SHIP TO: FM721073	
3. ORDER NO. T002	4. REQUISITION/REFERENCE NO. NFFM7210-11-04298	a. NAME OF CONSIGNEE FISHERIES SAMPLING BRANCH /F/NEC21	
5. ISSUING OFFICE Address correspondence to: AJ930073 NOAA/EASTERN REGION ACQUISITION 200 GRANBY STREET SUITE 815 NORFOLK, VA 23510 ROBERTA SMITH		b. STREET ADDRESS NOAA/NMFS 166 WATER STREET	
7. TO: 00001978 TIN: 650735910		c. CITY WOODS HOLE	d. STATE MA
a. NAME OF CONTRACTOR MIRAG AMERICAS, INC. DUNS: 004426206		e. ZIP CODE 02543-1026	
b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 10051 5TH STREET N STE 105		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY ST PETERSBURG	e. STATE FL	f. ZIP 337022211	
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		BOC: OBLIGATED AMT: [REDACTED]	
		10. REQUISITIONING OFFICE NOAA - NMFS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))  
 a. Small  b. Other than small  c. Disadvantaged  d. Women-owned  e. HUBZone  f. Emerging small business  g. Service-disabled veteran-owned

12. F.O.B. POINT DESTINATION	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 31 Dec 2011	16. DISCOUNT TERMS 00.00% 0 Days  Net 30
13. PLACE OF a. INSPECTION	b. ACCEPTANCE		

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	Provide Fishery Observer Services in accordance with the Contract as follows:  CLIN 0004 - 675 Sea Days @ [REDACTED] day = [REDACTED] CLIN 0005 - Travel = [REDACTED] CLIN 0006 - Training = [REDACTED]	1	LT	[REDACTED]	[REDACTED]	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:			
a. NAME FISHERIES SAMPLING BRANCH /F/NEC21			
b. STREET ADDRESS (or P.O. Box) NOAA/NMFS 166 WATER STREET			
c. CITY WOODS HOLE		d. STATE MA	e. ZIP CODE 02543-1026
17(i) GRAND TOTAL			

22. UNITED STATES OF AMERICA BY (Signature) *Bryan J. Kelly*

23. NAME (Typed) BRENDON JOHNSON 757-441-3344  
(TITLE CONTRACTING/ORDERING OFFICER)

24. Contractor's Signature/Title *Bryan J. Kelly* OBSERVER OPERATIONS MANAGER

25. Date: 5/11/11

# ORDER FOR SUPPLIES OR SERVICES - Continuation

PAGE	OF PAGES
2	3

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

DATE OF ORDER 11 May 2011	CONTRACT NO. (if any) EA133F10CQ0011	ORDER NO. TO02
------------------------------	---	-------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	<p><b>Ceiling Price At-Sea Monitor Task Order</b></p> <p>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.</p> <p>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.</p> <p>Accounting and Appropriation Data: 14 11 J8LAE19.PGF.1005.022302009.3021000 201000000.25270000.000000 \$ <span style="background-color: black; color: black;">XXXXXXXXXX</span></p>					



**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF 3 PAGES

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

1. DATE OF ORDER APR 03, 2012	2. CONTRACT NO. (If any) EA133F-10-CQ-0015	6. SHIP TO: FM721073 Ult Dest: FM721073	
3. ORDER NO. T003	4. REQUISITION/REFERENCE NO. NFFM7210-12-02888	5. STREET ADDRESS NOAA/NMFS 166 WATER STREET	
5. ISSUING OFFICE (Address correspondence to) AJ930073 NOAA/ERAD, 200 GRANBY STREET NORFOLK, VA, 23510, USA ROBERTA SMITH, 757-441-6528		c. CITY WOODS HOLE	d. STATE MA
7. TO: 00001978 TIN: 650735910		e. ZIP CODE 02543-1026	

a. NAME OF CONTRACTOR DUNS: 004426206 MRAG AMERICAS, INC.	b. COMPANY NAME	8. TYPE OF ORDER <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 10051 5TH STREET N STE 105	d. CITY ST PETERSBURG	e. STATE FL	f. ZIP CODE 337022211
9. ACCOUNTING AND APPROPRIATION DATA See Schedule 0% 0 Days Net Obligated		10. REQUISITIONING OFFICE NOAA - NMFS	

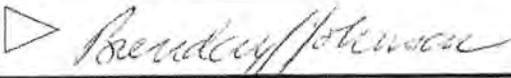
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED			12. F.O.B. POINT Destination
--	--	--	---------------------------------

13. PLACE OF a. INSPECTION b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) DEC 31, 2012	16. DISCOUNT TERMS 0% 0 Days Net 0
--	------------------------	---	---------------------------------------

**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.	17(h) TOT . (Cont. pages)
	21. MAIL INVOICE TO: FM721073			
	a. NAME	b. STREET ADDRESS (or P.O. Box) NOAA/NMFS 166 WATER STREET		17(i) GRAND TOTAL
	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
---	---

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0004	Provide ASM Services in accordance with the attached.  Accounting and Appropriation Data: 14.12.K8LEF20.PFS.1011.022119020. 3021000201000000.25270000.000000 [REDACTED]	1.00	LO	[REDACTED]	[REDACTED]

Provide Fishery Observer Services in accordance with the Contract as follows: Any variation in quantities between items is acceptable as long as the total delivery order amount is not exceeded.

CLIN 0004 - 1450 Sea Days @ [REDACTED] day = [REDACTED]  
CLIN 0005 - Travel = \$24,098.75  
CLIN 0006 - Training = \$24,098.75

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

**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.