

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>					1. Requisition Number NFFM7003-12-03556	PAGE 1 OF 37
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number EA133F-12-RP-0098
6. Solicitation Issue Date June 5, 2012		7. For Solicitation Information Call: a. Name Roberta H. Smith Roberta.H.Smith@noaa.gov		b. Telephone Number (No collect calls) 757-441-6528		8. Offer Due Date/Local Time July 17, 2012 – 12:00 PM
9. Issued By Code AJ930073  NOAA/EASTERN REGIONAL ACQUISITION 200 GRANBY STREET  NORFOLK, VA 23510		10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> HUBZone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> 8(a) NAICS: <u>541712</u> Size Standard: <u>500 Employees</u>		11. Delivery for FOB Destination Unless Block is Marked. <input type="checkbox"/> See Schedule		12. Discount Terms
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 checked="" type="checkbox"/> RFP		
15. Deliver To Code			16. Administered By Code			
17a. Contractor/Offeror Code Facility Code			18a. Payment Will Be Made By Code			
Telephone No. TIN:			17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>			
18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.			19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	
23. UNIT PRICE			24. AMOUNT			
25. Accounting and Appropriation Data					26. Total Award Amount (For Govt. Use Only)	
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached						
27b. Contract/Purchase Order incorporates by reference FAR 52.212-4. 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached						
28. Contractor is required to sign this document and return <u>1</u> copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.			29. Award of Contract: Reference. _____ Offer Dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:			
30a. Signature of Offeror/Contractor			31a. United States of America (Signature of Contracting Officer)			
30b. Name and Title of Signer (Type or Print)		30c. Date Signed		31b. Name of Contracting Officer (Type or Print)		31c. Date Signed
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____						
32b. Signature of Authorized Government Representative			32c. Date		32d. Printed Name and Title of Authorized Government Representative	
32e. Mailing Address of Authorized Government Representative				32f. Telephone Number of Authorized Government Representative		
				32g. E-mail of Authorized Government Representative		
33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		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		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	

## SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Base Period – The contractors shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the Base Period from Date of Award Through 1 Year Thereafter.	4	EA	\$ _____	\$ _____
0002	Option Item for Delivery of Whole Fish Samples in accordance with Section 7 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.				
	0002a – Atlantic Cod	1		\$2.50	\$2.50
	0002b – Winter Flounder	1		\$2.50	\$2.50
	0002c – Summer Flounder	1		\$3.50	\$3.50
	0002d – Yellowtail Flounder	1		\$2.25	\$2.25
	0002e – Haddock	1		\$2.25	\$2.25
	0002f – Monkfish	1		\$4.50	\$4.50
	0002g – Tilefish	1		\$2.50	\$2.50
	0002h – Skates	1		\$ .75	\$ .75
	0002i – Atlantic Herring	1		\$1.00	\$1.00
	0002j – Atlantic Mackerel	1		\$1.00	\$1.00
	0002k – Black Sea Bass	1		\$4.75	\$4.75
	0002l – Butterfish	1		\$1.00	\$1.00
	0002m – Halibut	1		\$7.00	\$1.00
	0002n – Illex Squid	1		\$1.00	\$7.00
	0002o – Lobster	1		\$4.75	\$4.75
	0002p – Loligo Squid	1		\$1.75	\$1.75
	0002q – Ocean Perch (Redfish)	1		\$1.00	\$1.00
	0002r – Pollock	1		\$1.25	\$1.25
	0002s – Scup	1		\$1.75	\$1.75
	000t – Sea Scallop	1		\$7.50	\$7.50
	0002u – Silver Hake	1		\$1.50	\$1.50
	0002v – Spiny Dogfish	1		\$1.00	\$1.00
	0002 w – Other Species	1		\$2.00	\$2.00
	0002x – Exempted Fish Permit (EFP) Fish up to 50 lbs	1		\$50.00	\$50.00
	0002y - Exempted Fish Permit (EFP) Fish above 50 lbs	1		\$1.00	\$1.00
0003	Option Item for Collection of Biological Information and Other Relevant Scientific Information in accordance with Section 8 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.	1	DA	\$ _____	\$ _____
0004	Option Item for Contractor Travel to Participate in Additional Cooperative Research Meetings in accordance with Section 9 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.	1	DA	\$ _____	\$ _____
0005	Option Item for Additional Insurance Beyond Required Rider in accordance with Section 10 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.	1	EA	\$ _____	\$ _____
0006	Option Item for Additional Work Requirements for Testing in accordance with Section 11 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.	1	DA	\$ _____	\$ _____
0007	Option Item for Contractor Participation at Local Study Fleet Meetings in accordance with Section 12 of the Statement of Work for the Period from Date of Award Through 5 Years Thereafter.	1	DA	\$50.00	\$50.00

## SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0008	Option Year 1 – The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of base period through 1 year thereafter.	4	EA	\$ _____	\$ _____
0009	Option Year 2 – The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 1 through 1 year thereafter.	4	EA	\$ _____	\$ _____
0010	Option Year 3 – The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 2 through 1 year thereafter.	4	EA	\$ _____	\$ _____
0011	Option Year 4 – The contractor shall provide Study Fleet Data Collection and Reporting in accordance with Section 6 of the Statement of Work for the period from day following end of Option Year 3 through 1 year thereafter.	4	EA	\$ _____	\$ _____

## 1.0. INTRODUCTION

This is a contract for trawl and gillnet vessel support for Northeast Cooperative Research Program Study Fleet activities in Northeast and Mid-Atlantic fisheries. Current research topics relate to enhanced stock monitoring through the use of electronic reporting technology, testing and tracking the use of more selective fishing gears and practices, and gillnet/sturgeon interactions. Vessels participating in the monkfish gillnet fishery, the winter offshore long-finned squid fishery, and groundfish vessels with significant allocations of Southern New England and Georges Bank yellowtail flounder are encouraged to apply.

## 2.0. BACKGROUND

The Northeast Fisheries Science Center (NEFSC) has developed an electronic data collection system that supports detailed tow-by-tow recording of fishing effort and catch (kept and discarded portions) with associated temperature and depth data. An enhanced version of the software provides for more extensive gear details, as well as biological sampling information in support of conservation engineering studies and Study Fleets. Commercial vessels participating in the monkfish gillnet fishery, offshore long-finned squid fishery, and groundfish trawl vessels with significant landings of Georges Bank and Southern New England yellowtail flounder are needed to provide long-term tow-by-tow data recording, either through the NEFSC Fisheries Logbook Data Recording System (FLDRS), or through sector management electronic reporting tools capable of recording and transmitting the necessary data elements as determined by the NEFSC.

## 3.0. SCOPE

The NEFSC Cooperative Research Program, along with other research branches within the NEFSC, requires Contractor support in one or more areas of scientific investigation. The Cooperative Research Program complements other NMFS programs and contributes to improved fishery stock assessments and the evaluation of management options. Supported Research Projects for this contract will require participation by trawl and gillnet vessels fishing for long-finned squid, monkfish, and vessels with substantial landings of Georges Bank and Southern New England yellowtail flounder. . Vessels home ported outside of the New England/Southern New England area may be required to travel to Pt. Judith, RI or New Bedford, MA for program set-up and initial training.

The Contractor shall assist in collecting and confirming tow-by-tow data through an electronic logbook system and a web based data confirmation system. This will be accomplished through use of the NEFSC FLDRS software, or sector management electronic reporting tools capable of recording and transmitting the necessary data elements, as determined by the NEFSC. Contractors may also perform testing of new software versions and capabilities. If FLDRS software is used, the software version installed on the vessel shall be at the direction of the Contracting Officer's Technical Representative (COTR).

Work shall be on a schedule consistent with the vessel's fishing and gear research practices.

## 4.0. PLACE OF PERFORMANCE

The place of performance for this contract is inshore and offshore waters of the Northeast and Mid-Atlantic. Vessels home ported outside of the New England/Southern New England area may be required to travel to Pt. Judith, RI or New Bedford, MA for program set-up and initial training.

## 5.0. APPLICABLE DIRECTIVES

### 5.1. Vessel Safety

The Contractor shall ensure a United States Coast Guard (USCG) Fishing Vessel Safety Inspection has been passed within one year of the date of award. The vessels shall meet all safety, firefighting and lifesaving

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equipment requirements as found in applicable sections of Title 46 of the Code of Federal Regulations (CFR), Part 28. The vessel shall be outfitted with personal floatation devices and survival craft of sufficient number and capacity to accommodate all on board including visiting scientific party and of the type required for a vessel of its size, class, and service in accordance with 46 CFR. Survival suits for the ship's crew must be provided by the Contractor; the scientific party shall provide their own survival suits. The government reserves the right to inspect the vessels for safety, firefighting and lifesaving capabilities in accordance with a memorandum of understanding between NMFS and the USCG prior to award and commencement of the work under this contract.

### **5.2. Stability**

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

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

Throughout performance of this contract, the Contractor shall maintain a record of one or more of the following, reflecting the vessel's current configuration, as evidence of the vessel being maintained in a seaworthy condition: evidence of a drydocking survey, or underwater survey in lieu of drydocking, and an internal structural examination within two years; or proof of satisfactorily passing an inspection completed by the Contractor's marine insurance carrier. If the insurer inspection report occurred more than one year prior to contract award, a current inspection may be requested by the NEFSC if the current vessel configuration differs from the description in the insurance inspection report. The Government reserves the right to inspect the vessel's material condition with respect to maintenance of vital systems, vessel configuration, and watertight integrity prior to award.

### **5.4. Regulatory Compliance**

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

### **5.5. Exempted Fishing Permits**

The Contractor shall comply with the conditions set forth in any Exempted Fishing Permits (EFP) issued to the vessel, including reporting requirements through the Interactive Voice Recording (IVR) System.

## **6.0. QUARTERLY PERFORMANCE REQUIREMENTS**

### **6.1. General Quarterly Performance Requirements**

On a quarterly basis, the Contractor shall:

- A. Provide approved equipment and hardware for tow-by-tow data collection
- B. Participate in training on the use of the reporting software;
- C. Report tow-by-tow data during normal commercial fishing trips;
- D. Use the reporting web portal for confirming data;
- E. Provide comments on the utility of the software; and
- F. Ensure that no subcontractor management issues negatively affect the performance of the requirements under the contract, including data quality.

## 6.2. Information Technology and Equipment Performance Requirements

The Contractor shall provide a computer which shall be used to collect the Study Fleet tow-by-tow data. A secondary GPS unit may be required which will be integrated with the computer or data collection equipment.

If FLDRS software is used and data transmission of electronic logbook data will occur via a vessel monitoring system (VMS), the vessel's VMS must be connected to the Study Fleet laptop. In this case, all fishery declarations and reporting requirements will be made via the Study Fleet computer. Captain and crew should be aware that Study Fleet staff may have access to VMS email records unless they are routinely deleted from the computer.

The Contractor must have fully functional equipment within 30 days of contract award. The minimum requirements for participation using FLDRS software use are:

1. Dedicated Laptop Computer with the following minimum specifications:
  - a. Operating System: Windows XP or Windows 7 (32 or 64-bit) operating system. Note: Windows Vista has led to multiple technical issues and Apple (Mac) products have not been tested
  - b. Processor: Intel Pentium 4 or later
  - c. Hard drive: 60 GB minimum
  - d. Memory: 1+ GB (2+ GB needed for Windows 7 OS)
  - e. USB 2.0 ports: Min of 3 ports +
  - f. 48x-CDRW Drive
2. Dedicated GPS Receiver – must interpret NMEA 0183 data sentences
3. Battery Backup/Surge Protection
4. 4-port Serial to USB Converter or a single serial-to-USB converter for each required data feed (2+)
5. One USB 2.0 Flashdrive: 2+ GB (allows backup and land transmission of files)
6. Optional Equipment
  - a. Serial port: RS232 serial port (highly recommended but not essential if compatible serial-to-USB converters are purchased)
  - b. Internal or External WiFi device (not required but will allow for data submission via internet rather than VMS)

## 6.3. Contractor Attendance at Government Provided Training

At the direction of the COTR, the Contractor shall attend training necessary for use of the tow-by-tow software as well as for the web-based confirmation system. Initial training will take place within the first full fiscal quarter of the contract period. Most training can be done on the vessel. Follow-up training and troubleshooting will be scheduled by the NEFSC Study Fleet contact based on fishermen's comments as well as preliminary analyses of the data collected. The Contractor shall attend follow-up training at the direction of the COTR.

## 6.4. Contractor Participation and Support of Coordination Meetings

On a periodic basis, the Contractor shall meet with Study Fleet staff members at the vessel in order to discuss any technical issues, provide feedback, offer suggestions and allow for the download and archiving of supplementary data. Trouble-shooting meetings between the vessel operator and the NEFSC field technician will be necessary after the first initial trips. Regular meetings at the vessel will occur monthly after the initial troubleshooting period.

### **6.5. Electronic Logbook Reporting**

The Contractor shall provide electronic logbook reporting (tow-by-tow) and dynamic data elements when applicable such as gear parameters as implemented in the FLDRS logbook software or Study Fleet-approved sector reporting software. This data shall be submitted to the NEFSC Cooperative Research program. Vessel operators who are required to file vessel trip reports (VTRs) with the National Marine Fisheries Services (NMFS) - Northeast Regional Office (NERO), must continue to do so, and may do so via paper VTRs, or through eVTR on the FLDRS system or other approved eVTR systems. Vessel operators shall use the tow-by-tow electronic logbook software on all trips during the period of this contract, t. All electronic trip data shall contain Captain's hail amounts of both the retained and discarded portion of the catch. Within 5 days of contract award, the Contractor shall sign a waiver agreeing to the release of all data collected during the contract period. The waiver is provided as Attachment 1 – Data Waiver.

### **6.6. Reporting and Performance Periods**

It is understood that seasonal area or fishery closures may occasionally result in a Contractor not conducting fishing trips for a period of time, not likely to exceed one reporting quarter. Not fishing for a period of two consecutive quarters during the contract period shall be considered grounds for termination for cause unless written justification is provided describing the regulatory requirements or sector policies responsible for this period of non-activity.

### **6.7. Data Transfer**

The Contractor shall transfer data from the vessel to NEFSC databases. This may be accomplished through an existing VMS system, through wireless data services, through a combination of both, or through Study Fleet-approved sector management tools. Data transmission through VMS services may require an increase in vendor data allowance, and can only be accomplished using SkyMate or Boatrac systems. Alternative VMS vendors have not made the necessary accommodations to support VMS trip transmissions. Vessels without SkyMate or Boatrac shall transmit their trip data through a wireless laptop connection and service on the vessel, via an online reporting portal from a shore-based computer with internet access, or by other means approved by the COTR.

### **6.8. Trip Data Confirmation Via Web Portal**

The Contractor shall review and confirm trip data via the web portal within 30 days of landing. This may be accomplished through either a shore-based computer with internet access, or via an onboard computer with a mobile broadband card and data plan. Within 5 days of contract award, the Contractor shall sign a Non-disclosure form for use of government network systems to receive access to the Web Portal. The Non-disclosure form is provided as Attachment 2 – Non-Disclosure Form for Use of Government Network Systems.

### **6.9. Contractor Support of NEFSC Staff On-Vessel Deployment to Observe At-Sea Operations**

Within each contract year, NEFSC staff will periodically: a. Conduct independent verification of catch and effort estimates; b. Test new logbook modifications and/or c. Test other electronic data collection tools. Within each contract year, the Contractor shall provide up to 20 days of field staff deployment at sea. The Contractor shall be responsible for providing meals and bunk accommodations to staff during these trips and shall cooperate fully with field staff in scheduling staff deployments at mutually agreeable times. Within 60 days of award, the Contractor must provide proof of insurance for a rider policy at a minimum \$1.0 million in excess of aggregate vessel coverage providing coverage for deployed NEFSC staff for a total of 20 days.

## **7.0. OPTION ITEM FOR DELIVERY OF WHOLE SAMPLES**

### **7.1. General Description of the Option Item**

Whole samples may be required for specific projects and during specific periods of time during the contract year.

### **7.2. Pricing for Option Items**

Base prices for biological samples are provided in the contract schedule under Contract Line Item (CLIN) 0002 and its Sub-Line Item Numbers (SLINs). These base prices have been determined from examining the average US price listed in Fisheries of the US, 2010, as well as New England regional port prices.

### **7.3. Unilateral Option**

At the Government's unilateral option and direction, the Government may require the Contractor to provide specific biological samples which must be collected and documented on the appropriate Study Fleet Program forms.

### **7.4. Process for Exercise of Option**

Requests for samples will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

### **7.5. Increased Quantity**

The contract schedule includes an item price for one unit of each possible sample type. Delivery of the added quantities of priced items shall continue at the same rate(s) as the like item(s) called for under the contract, unless the parties otherwise agree.

### **7.6. Contractor Special Packing, Marking and Delivery Requirements for Option Item**

Under performance of this option, Contractors are required to use the Study Fleet logbook or approved sector reporting tow-by-tow software during the selected trips, and fish will be landed whole (not dressed) in marked fish totes that will be weighed and delivered to Study Fleet staff.

### **7.7. Vessel Trip Report Application to Option Item**

Operators responsible for VTR reporting should list all transactions for legal fish samples sold to Cooperative Research on the required VTRs; the dealer should be listed as "NMFS NEFSC Coop. Res., dealer permit number 3827" on their VTRs and in the Electronic Logbook software records.

### **7.8. Special Requirements for Exempted Fishing Permit (EFP) Fish**

This Option includes samples of fish that are landed under an Exempted Fishing Permit (EFP), such as those that are under-sized or amounts which exceed the Federal landing regulations (See CLIN 0002, SLINs 0002i and 0002j). Fish delivered under EFP requirements will NOT be recorded on the vessel VTR, however the associated catch must be reported through the EFP Interactive Voice Response (IVR) requirement. EFP catch will be recorded using the Electronic Log Book (ELB) with a disposition value of 'Kept, research' and will be reported as being delivered to 'DOC/NOAA/NMFS' (Dealer permit 0002).

## **8.0. OPTION ITEM FOR THE COLLECTION OF BIOLOGICAL INFORMATION AND OTHER RELEVANT SCIENTIFIC INFORMATION**

### **8.1. General Description of the Option Item**

The Government may require the Contractor to collect biological and other relevant scientific information on species requested by the NEFSC. Examples of this information are length frequencies and/or sex ratios of commercially important and bycatch species.

### **8.2. Pricing for Option Items**

CLIN 0003 in the Schedule of Items and Prices provides the unit price for a day of biological sampling and other scientific information collection. One day of sampling will consist of the requested information to be recorded and delivered to the NEFSC for 50% of tows in a given trip.

### **8.3. Unilateral Option**

At the Government's unilateral option and direction, the Government may require the Contractor to provide biological and other relevant scientific information as requested by the NEFSC. Sub-sampling procedures may be described in detail depending on the species sampled and the required information. Government training may be provided. A typical sampling or sub-sampling effort can range from 15 minutes to 30 minutes, and rarely more than 45 minutes per tow depending on the size of the tow. Sampling protocols will be designed to have negligible impact on the vessel's normal fishing activity. Sampling or sub-sampling may occur on 50% of the tows in a given trip.

### **8.4. Process for Exercise of Option**

Requests for scientific information will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

### **8.5. Increased Quantity**

The contract schedule includes an item price for one day of biological and scientific information collection. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

### **8.6. Contractor Special Packing, Marking and Delivery Requirements for Option Item**

Under performance of this option, Contractors are required to use the Study Fleet logbook or Study Fleet-approved sector reporting tow-by-tow software during the selected trips, and record and deliver the data in the format provided by the NEFSC.

## **9.0. OPTION ITEM FOR CONTRACTOR TRAVEL TO PARTICIPATE IN ADDITIONAL COOPERATIVE RESEARCH MEETINGS**

### **9.1. General Description of the Option Item**

The Government may require the Contractor to travel to participate in Cooperative Research meetings to discuss Study Fleet program results and future deployments. This travel is anticipated to consist of no more than one to two overnight stays with a total of approximately 5 travel days per contract period. Meetings

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may consist of annual Cooperative Research meetings, Fishery Management Plan Working Group Meetings, or may be in conjunction with Fishery Management Council meetings.

### 9.2. Pricing for Option Items

CLIN 0004 in the Schedule of Items and Prices provides the unit price for one (1) day of one (1) Contractor personnel travel. A travel day will consist of more than 5 hours spent traveling to and from, and participating in a meeting. This item is inclusive of all possible travel expenses, to include but not limited to, transportation, lodging and meal expenses.

### 9.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to travel to additional cooperative research meetings above those already described in Section 6.

### 9.4. Process for Exercise of Option

Requests for travel will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days of required travel. Written notice may take the form of fax, email, letter, or other electronic medium.

### 9.5. Increased Quantity

The contract schedule includes an item price for one day of travel. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

## 10.0. OPTION ITEM FOR ADDITIONAL INSURANCE BEYOND REQUIRED RIDER

### 10.1. General Description of the Option Item

The Government may require additional insurance covering more than the required 20 technician days at-sea, should the need be determined by the COTR.

### 10.2. Pricing for Option Items

CLIN 0005 in the Schedule of Items and Prices provides the unit price for additional coverage consisting of a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million in excess of aggregate coverage for a block of 10 non-consecutive days.

### 10.3. Unilateral Option

At the Government's unilateral option and direction, the Government may require the Contractor to provide additional coverage consisting of a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million for a block of 10 non-consecutive days.

### 10.4. Process for Exercise of Option

Requests for additional insurance will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days of required performance and delivery. Written notice may take the form of fax, email, letter, or other electronic medium.

### **10.5. Increased Quantity**

The contract schedule includes an item price for a rider policy providing coverage for deployed one (1) Government Personnel or one (1) Government Contractor Personnel at a minimum of \$1.0 million for a block of 10 non-consecutive days. Delivery of the added insurance shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

### **11.0. ADDITIONAL WORK REQUIREMENT FOR TESTING**

#### **11.1. Requirements for Testing**

The Contractor is encouraged to engage in testing of new equipment and approaches through the performance of additional services requests. With the availability of additional financial resources, the NEFSC COTR will oversee the allocation of funding for additional services requests. These requests will be processed as contract modifications under CLIN 0006 and priced based on the test day rate cited in the Schedule.

Testing shall be in support of the FLDRS electronic logbook or Study Fleet-approved sector reporting tow-by-tow software, reporting and data confirmation. Some examples of equipment test areas are:

1. Integration and Use of Touch-screen Monitor;
2. Integration and Use of Radio Frequency Identification Equipment;
3. Integration and Use of Wireless Temperature Depth Probe Equipment;

The Contractor shall be able to perform additional test requirements during the contract period of performance without causing delay or disruption to the performance of the basic services or option items under this contract, any other contract, or any other work in process for the Government.

As the need for testing services may arise, the Contracting Officer will issue to the Contractor proposed Additional Work Requirements (AWR) to accomplish the testing described in this section. AWRs will specify work to be performed and will reflect the test day rate for CLIN 0006. The terms and conditions set forth in the contract will always apply. The pricing arrangement, the cost or price, and the period of performance will be established for each AWR. When authorized in the AWR, the following items may be reimbursable: supplies, equipment, and travel. The period of performance of an AWR will not extend past the contract's expiration date.

The AWR will be issued by a contract modification on a Standard Form-30 and will be subject to the terms and conditions of the contract. The contract shall govern in the event of a conflict with any AWR. The Contracting Officer and Contractor shall reach agreement on the material terms of each AWR prior to its issuance.

#### **11.2. ADDITIONAL WORK REQUIREMENTS (AWR) PROPOSALS**

The response to requests for planned AWRs shall contain the following, at a minimum:

- 1) Number of test days at the CLIN 0006 Test Day Rate;
- 2) If applicable, proposed travel, broken out into number of trips, number of travelers, and duration of trip (including transit time) for each destination. Cost detail shall be shown for all items, including commercial transportation, daily per diem rate(s), personal mileage, daily car rental, etc.
- 3) An explanation and basis for each item of "other direct costs" proposed, such as, materials or reproduction costs.

**12.0. OPTION ITEM FOR CONTRACTOR PARTICIPATION AT LOCAL STUDY FLEET MEETINGS**

**12.1. General Description of the Option Item**

The Government may request the Contractor to participate in local meetings to discuss Study Fleet program results and future deployments. These meetings will be within a local range and of a duration of less than five hours (Generally 2-3 hours).

**12.2. Pricing for Option Items**

CLIN 0007 in the Schedule of Items and Prices provides the base price for participation in a local Study Fleet meeting for less than 5 hours.

**12.3. Unilateral Option**

At the Government’s unilateral option and direction, the Government may require the Contractor to participate in meetings additional to individual contractor meetings with Study Fleet staff already described in Section 6.

**12.4. Process for Exercise of Option**

Requests for contractor participation in meetings will be sent from NEFSC staff to the COTR. The COTR will forward the request to the Contracting Officer with a funding document. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days of the required meeting. Written notice may take the form of fax, email, letter, or other electronic medium.

**12.5. Increased Quantity**

The contract schedule includes an item price for one local meeting of less than 5 hours. Delivery of the added days shall continue at the same rate as the like item called for under the contract, unless the parties otherwise agree.

**13.0. Economic Price Adjustment for Option Item Prices**

a. The Contractor warrants that the unit prices stated in the Schedule for Contract Line Item Number (CLIN) 0002 (and its Sub-Line Item Numbers (SLINS), CLIN 0003, CLIN 0004, CLIN 0005, CLIN 0006 and CLIN 0007 are not in excess of the Contractor’s applicable established price in effect on the contract date for like quantities of the same item.

b. The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor’s established price, and this contract shall be modified accordingly.

c. If the Contractor’s applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor’s written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

1. The aggregate of the increases in any contract unit price under this clause shall not exceed 20 percent of the original contract unit price.
2. The increased contract unit price shall be effective—
  - i. On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor’s written request within 10 days thereafter; or

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- ii. If the written request is received later, on the date the Contracting Officer receives the request;
  - iii. On the effective date of the approved NEFSC market price.
3. The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
4. No modification increasing a contract unit price shall be executed under this paragraph C until the Contracting Officer verifies the increase in the applicable established price.
- d. Within 30 days after receipt of the Contractor’s written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

### **14.0. PERFORMANCE MEASUREMENT AND PAYMENT**

#### **14.1. Data Quality Standards**

Data Quality Standards and performance payment adjustments will be effective beginning in the second full quarter of contract performance.

Required Services, Performance Standards, Acceptable Quality Levels (AQLs), Monitoring Methods, Evaluation Bases, and Incentive/Disincentives are captured in Table 1 Required Quarterly Performance Metrics.

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**Table 1 - Required Quarterly Performance Metrics**

<b>Table 1 - Required Quarterly Performance Metrics</b>					
<b>Required Service</b>	<b>Performance Standard</b>	<b>Acceptable Quality Levels</b>	<b>Monitoring Method</b>	<b>Evaluation Basis</b>	<b>Incentive (Negative)</b>
Attendance at routine vessel visits and training sessions	Vessel owner, captain and/or crew will be present for vessel visits and training sessions.	Vessel owner, captain and/or crew will be present for 75% of scheduled vessel visits and training sessions	Study Fleet Program contact log maintained by program staff	Quarterly	Contractor will not meet Tier 1 data quality standards.
Use of tow-by-tow reporting software during fishing activities without exceeding a 6 consecutive month period of non-fishing	Contractor will not demonstrate a prolonged period of time (> 6 months) without fishing activity unless written justification is provided describing the regulatory requirements or sector policies responsible for this period of non-activity.	100% compliance with requirement	Automated quarterly evaluation	Quarterly	Contractor will not meet Tier 1 data quality standards. Grounds for contract termination.
Review and confirmation of trip data within 30 days after landing	Contractor will log onto the Web Portal system, audit trip data collected in the ELB, edit data where appropriate and submit electronic signature via trip confirmation.	90% of trip data will be reviewed and confirmed within 30 days after landing	Automated quarterly evaluation	Quarterly	Contractor will not meet Tier 1 data quality standards.

Performance Metrics for each individual fishing trip will be applied as provided in Table 2 – Required Performance Metrics Evaluated Per Trip.

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<b>Table 2 - Required Performance Metrics Evaluated per Trip</b>					
<b>Required Service</b>	<b>Performance Standard</b>	<b>Acceptable Quality Levels</b>	<b>Monitoring Method</b>	<b>Evaluation Basis</b>	<b>Incentive (Negative)</b>
Vessel captain will record species and estimated weights (both retained and discarded) for each fishing effort	ELB records will show captain hail estimates for retained and discarded catch for each tow.	90% of ELB tow records will show captain hail estimates for discarded catch	Automated quarterly evaluation	Fishing effort	Contractor will not meet Tier 1 data quality standards for the given trip.
Collection of additional 'dynamic' data elements	Additional data fields will be populated when the appropriate species is present and/or when fields are required by the software	90% of additional data fields will be populated when fields are required by the software	Automated quarterly evaluation	Vessel trip	Contractor will not meet Tier 1 data quality standards for the given trip.
Transfer of ELB data to NEFSC databases	Contractor will submit data to the Study Fleet Program at the end of each trip.	90% of trips will be successfully transmitted to NEFSC databases	Automated quarterly evaluation	Vessel trip	Contractor will not meet Tier 1 data quality standards for the given trip.

**14.2. Quality Assurance and Monitoring**

The Government's Quality Assurance monitoring, accomplished by the COTR (and others as designated) as described in the attached Quality Assurance Surveillance Plan (provided as Attachment 3 – Quality Assurance Surveillance Plan), will be reported by generating an automated Contract Quarter Performance Summary. This summary will document the COTR's understanding of the contractor's performance under the contract as determined by the automated, quarterly evaluation system to ensure that the requirements stated in the SOW are met.

**14.3. Performance Incentives and Disincentives**

Tiered Payment strategy will be employed which is based on contractor performance for a given quarter and the results of the automated, quarterly evaluation system. Payment Tiers will be as follows:

- a. Tier 1 - 'Excellent': All performance metric ACLs have been met; Contractor will receive 100% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).
- b. Tier 2 - 'Acceptable': 1-2 deductions resulting from not meeting performance metric ACLs; Contractor will receive 75% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).
- c. Tier 3 - 'Unsatisfactory': 3 or more deductions resulting from not meeting performance metric ACLs; Contractor will receive 50% of the price for CLIN 0001 (CLINs 0008, 0009, 0010, and 0011 in the Option Years).

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Repeated reporting at the Tier 3 level will result in a Government finding of poor performance and will lead to non-exercise of the option to extend the term of the contract or possible termination for cause.

### 15.0. SCHEDULE OF DELIVERABLES

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

Item	Description	Quantity	Paragraph	Due Date	Deliver to
0001	Stability letter if applicable	1	5.2	Within 60 days of award	CO, COTR
0002	Waiver signed by vessel owner agreeing to release of all data collected during the contract period.	1	6.5	Within 5 days of award	CO, COTR
0003	Non-Disclosure form for use of Government network Systems	1	6.8	Within 5 days of award	CO, COTR
0004	Insurance rider verification	1	6.9	Within 60 days of award	CO, COTR
0005	Written Certification of IT Training	1	14.f	Within 5 days of award	CO, COTR

**1. FEDERAL ACQUISITION REGULATION (FAR) FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)**

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

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

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

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

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

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

**XX** (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

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

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

\_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

**XX** (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

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- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- XX** (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3).
- \_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- XX** (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- XX** (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- XX** (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- XX** (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- XX** (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- XX** (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- XX** (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- XX** (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- XX** (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- XX** (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

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

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

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

\_\_ (iv) Alternate III (Mar 2012) of [52.225-3](#).

\_\_ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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

\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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

\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

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

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

\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

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

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

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

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

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

\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 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 (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**3. COMMERCE ACQUISITION REGULATION (CAR) 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)**

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.

(End of clause)

**4. CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR)(APR 2010)**

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

National Marine Fisheries Service  
55 Great Republic Drive  
Gloucester, MA 01930  
Phone Number: 978-281-9197  
Email: [carolyn.woodhead@noaa.gov](mailto:carolyn.woodhead@noaa.gov)

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

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

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

(End of clause)

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

The Government contemplates award of a firm-fixed price type contract resulting from this solicitation. It consists of a base period from Date of Award to one year thereafter and four one-year options.

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

(Incorporated by reference: Available at [http://www.osec.doc.gov/oam/acquistion\\_management/policy/default.htm](http://www.osec.doc.gov/oam/acquistion_management/policy/default.htm))

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

(Incorporated by reference: Available at [http://www.osec.doc.gov/oam/acquistion\\_management/policy/default.htm](http://www.osec.doc.gov/oam/acquistion_management/policy/default.htm))

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

(Incorporated by reference: Available at [http://www.osec.doc.gov/oam/acquistion\\_management/policy/default.htm](http://www.osec.doc.gov/oam/acquistion_management/policy/default.htm))

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

## SECTION II - CONTRACT TERMS AND CONDITIONS

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

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

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

(b) General liability.

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

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

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

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

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

### 11. ADDENDUM TO CAR 1352.228-70 INSURANCE COVERAGE

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

(a) Maintenance of Marine Insurance Coverage. Prior to award and for the remainder of the period of this Contract the Contractor shall maintain the customary full-form marine insurance coverage on the vessels.

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

(End of clause)

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

When the Government is injured, wholly or partially as a result of the contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from

## SECTION II - CONTRACT TERMS AND CONDITIONS

the contractor the full amount of any such injury attributable to the contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the contractor.

### 13. HARMLESS FROM LIABILITY

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

### 14. CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

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

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

The C&A requirements do not apply and a Security Accreditation Package is not required.

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

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

### 17. INVOICES

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

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

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

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

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

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

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

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

(End of clause)

## SECTION II - CONTRACT TERMS AND CONDITIONS

### 18. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOVEMBER 1999)

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

(End of clause)

### 19. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

(a) If more than 31 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification 60 days prior to the expiration date of the contract period of performance. This preliminary notification does not commit the Government to exercising the option.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, and six (6) months.

### 20. STUDY FLEET STAFF DESCRIPTION OF RESPONSIBILITIES AT SEA

a) The Cooperative Research Study Fleet Program will periodically send members of staff to sea with partner vessels in order to analyze captain hail weight accuracy and to collect appropriate biological sample information. All data collected by Study Fleet staff will be made available to Study Fleet participants and summary reports will be created after each trip. Study Fleet staff has been trained in CPR, First Aid, AED and Marine Emergency Safety. The following outline lists staff responsibilities while at sea:

- 1) Assist crew in the sorting of catch
- 2) Weigh vessel catch (retained and discards) using a scale and according to Study Fleet Program protocols; this must be done independently from the captain hail estimates and there must be no sharing of weight information so an unbiased comparison can be made after vessel trip data has been loaded to the database
- 3) Collect biological sample information based on based on Study Fleet Program protocols and sampling priorities. Examples may include but are not limited to: fish lengths, fish sex ratios, age sampling, species identification, weight comparisons, etc...
- 4) Ensure proper care and preservation of collected biological samples
- 5) Study Fleet staff will NOT operate vessel equipment

b) Study Fleet staff will recognize the vessel captain as the ultimate authority while at sea. In the case of emergency, staff must follow the captain's orders which may include tasks outside of the 'normal' responsibilities in which case the vessel and crew will adhere to Emergency Instructions as set out in 46 CFR 28.265.

### 21. CAR 1352.242-70 POST-AWARD CONFERENCE (APR 2010)

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

(End of clause)

### 22. CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall

## SECTION II - CONTRACT TERMS AND CONDITIONS

be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract

Item No.	Description	Quantity	Delivery Date
0001	If using Fisheries Logbook Data Recording Software (FLDRS)	1 Copy of Software Executable	Within 60 days after contract award
0002	Temperature Depth Probe	1 Each (EA)	Within 60 days after contract award
0003	Depth Probe Housing	1 EA	Within 60 days after contract award
0004	If using FLDRS - Manual – FLDRS Administrator Module	1 EA Hard Copy	Within 60 days after contract award
0005	If using FLDRS - Manual – FLDRS User Module	1 EA Hard Copy	Within 60 days after contract award

### 23. CAR 1352.246-70 PLACE OF ACCEPTANCE (Apr 2010)

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

(b) The place of acceptance will be:

Cooperative Research Program  
55 Great Republic Drive  
Gloucester, MA 01930  
Attn: Carolyn Woodhead  
978-281-9197

### 24. LIST OF CONTRACT ATTACHMENTS

The following is a list of incorporated attachments to this contract

Attachment 1 - Data Waiver  
Attachment 2 - Non-Disclosure Form for Use of Government Network Systems  
Attachment 3 - Quality Assurance Surveillance Plan  
Attachment 4 – Contractor Information Template  
Attachment 5 – Historical Pricing Guidance  
Attachment 6 – Contractor Registration  
Attachment 7 – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Federal Law

## SECTION III – SOLICITATION PROVISIONS

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

Offerors must submit all questions concerning this solicitation in writing to [Roberta.H.Smith@noaa.gov](mailto:Roberta.H.Smith@noaa.gov). Questions should be received no later than 10 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of provision)

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

(Incorporated by reference; available at <https://www.acquisition.gov/comp/far/index.html>)

### 3. CAR 1352.215-70 PROPOSAL PREPARATION

a. With the price offer, offerors shall submit the following information for review and evaluation with the proposal:

1. Attachment 2, Non-Disclosure Form for Use of Government Network Systems
2. Attachment 1, Data Waiver Form
3. Attachment 7, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Federal Law
4. Clause 6, Offeror Representations and Certifications--Commercial Items.

b. The below information shall be submitted using Attachment 4 – Contractor Information Template

1. Description of vessel characteristics and configuration, particulars and general arrangement, including a list of vessel electronics and net mensuration systems.

2. Description of each vessel's commercial fishing history, vessel's landings allocation letter from NMFS Northeast Regional Office and any other information important in evaluating the vessel's fishing capability.

3. Description of the Captain's work experience and qualifications including licenses held and emergency medical qualifications and descriptions of research qualifications and past Cooperative Research work performed.

4. Copies of pertinent vessel documentation including a copy of the full-form marine insurance coverage on the vessel including Hull and Machinery and P&I and a copy of either a structural survey or insurance carrier inspection.

Attachment 5, Historical Pricing Guidance Information is attached for use in developing Contractor proposals.

(End of Addendum)

### 4. CAR 1352.215-74 BEST VALUE EVALUATION

(a) Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price/cost and non-price evaluation factors, to provide the best value to the Government in accordance with CAR 1352.215–75, *Evaluation Criteria*.

(b) The Government anticipated making multiple awards resulting from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposals submitted and the availability of funds.

## SECTION III – SOLICITATION PROVISIONS

### (c) Evaluation of Proposals.

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

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

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

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

### 5. CAR 1352.215-75 EVALUATION CRITERIA

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

1. Vessel's commercial fishing history and the vessel's fishing capability and regulatory compliance and catch reporting history.
2. Captain's work experience and qualifications including research qualifications and past experience in Cooperative Research, if applicable.
3. Vessel characteristics and configuration, electronics, particulars and general arrangement, including any net mensuration equipment.
4. Price.

Factors 1-3, when combined, are significantly more important than price.

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

(End of provision)

**6. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012)**

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

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

### SECTION III – SOLICITATION PROVISIONS

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

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

### SECTION III – SOLICITATION PROVISIONS

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

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall

SECTION III - SOLICITATION PROVISIONS

list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

SECTION III – SOLICITATION PROVISIONS

**Line Item No. Country of Origin**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

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

SECTION III - SOLICITATION PROVISIONS

Line Item No. Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

SECTION III - SOLICITATION PROVISIONS

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

\_\_\_\_\_

\_\_\_\_\_

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) \_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to

SECTION III - SOLICITATION PROVISIONS

indicate if paragraph (k)(1) or (k)(2) applies.]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \_\_\_ does \_\_\_ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

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

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

SECTION III – SOLICITATION PROVISIONS

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

(5) *Common parent.*

- \_\_\_ Offeror is not owned or controlled by a common parent;
- \_\_\_ Name and TIN of common parent:

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

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

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)



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

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

**Data Waiver**

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

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

---

Contractor Signature & Date





**NORTHEAST REGION / NORTHEAST FISHERIES SCIENCE CENTER  
Individual Computer / Data Access Agreement**

**PERSON REQUIRING ACCESS:**

Last \_\_\_\_\_ First \_\_\_\_\_ Initial \_\_\_\_\_

<b><u>Organization Information Only:</u></b>		
<b><u>Organization</u></b> _____		
Street Address _____		
City _____	State _____	Zip _____
Phone _____	E-Mail/Internet Address _____	

<b><u>Home Address</u></b> _____	State _____	Zip _____
<b><u>Home Phone</u></b> _____	E-Mail/Internet Address _____	

**NOTE: For NMFS Employees:**

**Laboratory/Division/Branch** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**EMPLOYER / SPONSER:**

- NMFS
- Other Federal Agency
- State Agency
- Fishery Mgt. Council
- Other: \_\_\_\_\_

**EMPLOYMENT STATUS:**

- Regular Staff
- Student
- Volunteer
- Contractor (Specify Contract #) \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**SPECIFIC ACCESS REQUIRED:**

- UNIX Account (Lab. Location: W.H., NARR., MIL., S.H.) \_\_\_\_\_
- E-Mail Account
- Data Only; No Account
- Oracle Account
- Other VERS web Confirmation System

**LENGTH OF TIME ACCESS IS REQUIRED:**

<b><u>Temporary Staff Only</u></b> (Contractors, Students, Post-docs, Term Appts., etc.)	
Start Date (mm/dd/yyyy) _____	End Date (mm/dd/yyyy) _____
Work Schedule (days & hours) _____	

<b><u>Permanent Staff Only</u></b>	Start Date (mm/dd/yyyy) _____
------------------------------------	-------------------------------

**DESCRIBE DATABASE ACCESS REQUIREMENTS:**

**NOTE:** NMFS employees will automatically be granted public access to standard Fisheries databases, i.e. groundfish survey, (svdbs) ; commercial fisheries, (cfdb); observer data (obdbs).

**For FSB staff:** Please check ( ) **Data entry**; ( ) **Editor**, if applicable

Web-access to the Vessel Electronic Report web-confirmation system. \_\_\_\_\_

To be completed by NEFSC Data Management Systems Staff  
ACCOUNT ACCESS GRANTED; RESTRICTIONS IMPOSED; DMS Form 2; revised 5/31/05

**ATTACHMENT 3 – RFP EA133F-12-RP-0098**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
FOR THE  
NOAA/NEFSC STUDY FLEET PROGRAM**

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# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

## 1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) for Study Fleet Program Contractors. This performance-based plan sets forth the procedures and guidelines that the NOAA Fisheries Study Fleet Program will use in evaluating the technical performance of contracted vessel participants.

## 2.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. QASP changes shall be done bilaterally and in writing through mutual agreement of the parties through contract modification. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

## 3.0 PERFORMANCE STANDARDS

Performance standards define desired services. The Government monitors contractor performance to determine if contractor participation is 'Excellent', 'Acceptable', or 'Unsatisfactory'.

Data Quality Standards - After the first full quarter of electronic reporting under this contract, payment will be tiered based on quarterly reporting and data confirmation that satisfies data quality standards. A report detailing the vessel's Study Fleet activity (Attachment 1: Fiscal Quarter Performance Summary) will be automatically generated at

the end of each quarter to determine if all quarterly performance requirements meet data quality standards.

## **4.0 PERFORMANCE INCENTIVES**

### **4.1 TIERED COMPENSATION LEVELS**

The Government shall use Tiered Compensation Levels (TCL) as incentives. Incentives shall be based on performance standards evaluated at the end of each performance quarter as described in Deductions will be assigned for requirements that do not meet the data quality standards provided in Section 13.1 Data Quality Standards to the Study Fleet Contract The Government shall use the total number of deductions each quarter to determine contractor performance and shall compare contractor performance to the Tiered Compensation Levels (TCL).

The TCLs are as follows:

- Tier 1 - 'Excellent'
- Tier 2 - 'Acceptable'
- Tier 3 - 'Unsatisfactory'

### **4.2 INCENTIVES**

A Tiered Payment strategy will be employed which is based on contractor performance for a given quarter and the results of the automated, quarterly evaluation system. Payment Tiers will be as follows:

- a. Tier 1 - 'Excellent': All performance metric ACLs have been met; Contractor will receive 100% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years).
- b. Tier 2 - 'Acceptable': 1-2 deductions resulting from not meeting performance metric ACLs; Contractor will receive 75% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years)..
- c. Tier 3 - 'Unsatisfactory': 3 or more deductions resulting from not meeting performance metric ACLs; Contractor will receive 50% of the price for CLIN 0001 (CLINs 0007, 0008, 0009, and 0010 in the Option Years).

## **5.0 PROCEDURES**

### **5.1 ROLES AND RESPONSIBILITIES**

#### **5.1.1 GOVERNMENT**

The following personnel shall oversee activities conducted under the contract agreement.

- a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.
- b. Contracting Officer's Technical Representative (COTR) - The COTR is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. The COTR will have the responsibility for completing QA monitoring procedures used to document the evaluation of the contractor's work performance.

### 5.1.2 CONTRACTOR

Contractor personnel are responsible for ensuring that satisfactory performance levels are met during each performance period. This typically includes the vessel captain and crew who use Electronic Logbook software; however, ultimate responsibility lies with the vessel owner and/or the appropriate corporation or company.

## 5.2 PERFORMANCE MONITORING

In an effort to minimize the contract administration burden, a simplified and unbiased method of evaluation shall be used by the Government to evaluate contractor performance.

- 5.2.1 An automated, quarterly evaluation system will be employed which will characterize contractor performance compared to the Performance Requirements outlined in the PWS (refer to QASP Attachment 1 – Fiscal Quarter Performance Summary). This system will objectively determine the contractor's appropriate rating level based upon their participation and will be based on the Performance Metrics provided at Section 13.1 to the Study Fleet Contract.
- 5.2.2 Routine visits will be made to contractor vessel(s) by Study Fleet Program staff approximately once per month, or more when required. All Study Fleet staff interaction with participant vessels will be logged in the Contact Log of the Study Fleet Management System.

## 5.3 QUALITY ASSURANCE (QA)

- 5.3.1 The Government's QA monitoring, accomplished by the COTR (and others as designated by the CO or COTR) will be reported using Attachment 1 - Fiscal Quarter Performance Summary. The form, when completed, will document the COTR's understanding of the contractor's performance under the contract as determined by the automated, quarterly evaluation system to ensure that the requirements stated in the PWS are met.

5.3.2 Quality Assurance monitoring will occur throughout the period of the contract. However, contractors will not be assessed according to the Performance Monitoring standards until completion of the first full fiscal quarter of the contract; this will allow for proper installation, systems training and the development of data recording habits. During this interim period (the first full contractual fiscal quarter), all contractors will receive 100% of their quarterly payment; all subsequent fiscal quarters will be subject to Performance Monitoring standards.

5.3.3 The COTR will retain a copy of all completed QA monitoring forms.

## **6.0 FAILURE TO PERFORM**

Failure to perform at the Tier I and Tier II levels may result in non-exercise of contract options or possible termination for cause.

### **6.1 NOTIFICATIONS**

Contractors will receive a copy of the Fiscal Quarter Performance Summary after each performance period. Contractors performing at the Tier III level will be notified in writing after the first quarter of 'Unsatisfactory' performance.

### **6.2 TERMINATION**

Repeated performance at the Tier III level may lead to failure to award contract options or possible termination of the contract for cause. 'Unsatisfactory' performance (Tier III) during two or more consecutive performance periods will be considered as immediate grounds for termination of the contract for cause per contract clause Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions – Commercial Items, subparagraph (m) Termination for Cause.

## **7.0 LIST OF ATTACHMENTS**

Attachment 1 - Fiscal Quarter Performance Summary



### Attachment 4 - Study Fleet Contractor Information Template

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

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**Attachment 4 - Study Fleet Contractor Information Template**

VESSEL ELECTRONICS						
Primary GPS:	Make:	Model:	Software version:			
Depth Sounder:	Make:	Model:				
VMS:	Y N	Brand:	MCT/Serial:			
Net/Gear Sensors:						
Other Electronics:						
Electronic Tech.:	City, ST:			Phone:		
FISHING ACTIVITIES						
Permit(s) Held:	(include length of time in each fishery)					
Type of Gears Used:						
Areas Fished:						
Crew Size:	(including captain)					
Max. Trip Length:	# Days:	Trip limitation:	fuel crew	H <sub>2</sub> O	provisions	stability
Catch Storage:	# Freezers:	Ref. Seawater:	Y N	Ice:	Y N	
Conveyor:	Y N					
VESSEL INSURANCE						
Insurance Carrier:						
Address:					State:	Zip:
Contact:						
Phone:						

- Include Photocopies of:**
- Vessel Fishing permits
  - Stability Letter/Insurance Carrier Inspection
  - Current Insurance Policy
  - Landings allocation letter from NMFS

**Additional Applicant Comments:**

## **Attachment 5: Historical Price Guidance for Study Fleet Vessel Participation Quotes**

The Northeast Fisheries Science Center (NEFSC) Cooperative Research Program has developed an electronic logbook system that supports detailed tow by tow recording of fishing effort and catch (kept and discarded portions) with associated temperature and depth data. During the initial phases of the logbook development, commercial fishermen were hired under contract to field test the system and report catch and effort data on a tow-by-tow basis under normal fishing operations. Annual starting payment for these tasks has ranged from **\$13,000 - \$19,000** depending on the scope of fishing activities conducted by individual contractors. The following breakdown of tasks and historical pricing information is provided for use in developing applicant quotes for a one year period of performance.

The contractor shall assist in collecting and confirming tow-by-tow data through an electronic logbook system and a web based data confirmation system. This will be accomplished through use of the Study Fleet FLDRS software, or other approved tow-by-tow electronic reporting tools. Contractors will record data with this equipment while in normal fishing mode, and collect biological data and relevant scientific information when requested, including length frequencies and sex ratio determinations. The contractor will also assist in testing additional system capabilities related to GPS polling, time-temperature-depth probe use, and tasks associated with final testing of the data confirmation system. Work will be on an intermittent schedule consistent with the vessel's fishing practices

### **Contract Line Item 001:**

**Performance Requirement 6.2: Required Hardware.** Hardware expenses have historically ranged from **\$1,000-\$1,400 (see breakdown below)**. Equipment installation has ranged from **\$300-\$400**.

**Performance Requirements 6.3 & 6.4: Participate in local training and meetings with Study Fleet staff.** Meetings between the vessel operator and the NEFSC field technician will be necessary onboard the vessel after the first few trips and approximately once per month after that. Approximately **\$1,500 annually** has historically been allotted for contractor participation in these trainings and meetings.

**Performance Requirement 6.5: Provide electronic logbook reporting (tow-by-tow) and dynamic data elements such as bait type and gear parameters.** Electronic logbook reporting (tow by tow), as implemented in the logbook or sector reporting software, exceeds required Federal reporting in terms of temporal and spatial detail. Payment will be provided for the additional reporting required by the electronic logbook system. The contractor is expected to use the electronic reporting software for each fishing trip conducted during the contract period of performance. It is understood that seasonal area closures may occasionally result in a contractor not conducting fishing trips for a period of time, not likely to exceed one reporting quarter. Not fishing for a period of two consecutive quarters during the contract period may be considered grounds for

termination of the contract. Approximately **\$8,000 annually** has been allotted for logbook reporting in past contracts.

**Performance Requirements 6.7 & 6.8: The Contractor shall transfer data from the vessel to NEFSC databases and review and confirm trip data.** Vessels may transmit their trip data via VMS, an online reporting portal from a shore-based computer with internet access, through a wireless laptop connection and data service plan onboard the vessel, or through approved sector reporting systems. Vessels which are required to use a Vessel Monitoring System (VMS) may use this system for transferring Study Fleet data from the vessel to the NEFSC. Currently, VMS transmission of data can only occur on those vessels using SkyMate or Boatracs systems. The increased data capacity necessary for VMS transmission of Study Fleet data has historically cost approximately \$80 per month, or **\$960 annually**. Trip data may be reviewed and confirmed from a shore-based computer, or via a wireless laptop connection and data service plan onboard the vessel. Historical pricing for a mobile broadband card ranges from **\$0-100** with data service plans ranging from **\$40-100** per month, or approximately \$480-\$1,200 per year.

**Performance Requirement 6.9: As field testing evolves, NEFSC Study Fleet staff will be deployed to observe at-sea operations.** Within 60 days of contract award, the contractor shall implement an insurance rider to take into account scientific personnel on board for a period of 20 non-consecutive days. During the times scientific personnel are onboard, the P&I policy should be adjusted to ensure coverage up to \$1.0 million per accident. **Prospective contractors should price this rider prior to application bid in order to include the additional expense.** Previous experience indicates that the total payments for additional insurance coverage should not exceed **\$3,000.00 annually**. The government (NOAA/NEFSC) shall also be added to the policy as an additional insured party, which minimizes the risk of lawsuit to all parties. **The cost associated with adding an additional insured should be priced by the prospective contractor and included in the quote.**

**Contract Line Item 002:**

**Performance Requirement 7.0 is a contract option which may be exercised only at the government's request and provides additional payment for fish sample purchases.** Fish prices are included in the PWS and should not be included in the quote.

**Contract Line Item 003:**

**Performance Requirement 8.0 is an option item for the collection of biological information and other relevant scientific information.** Experience with various universities and other bio samplers indicate that a price of approximately **\$100-\$200 per day** has historically been provided for this type of work.

**Contract Line Item 004:**

**Performance Requirement 9.0. is an option item for contractor travel to participate in additional cooperative research meetings.** There is no historical price guidance for this option. A travel day will consist of more than 5 hours spent traveling to and from, and participating in a meeting. This item is inclusive of all possible travel expenses, to

include but not limited to, transportation, lodging and meal expenses. Quote for this item should be in the form of price per day of travel.

**Contract Line Item 005:**

**Performance Requirement 10.0 is an option item for additional insurance beyond required rider providing for 20 days.** The quote for this requirement should be reflective of the price of an insurance rider providing coverage for one (1) NEFSC staff at a minimum level of \$1.0 million for a period of 10 non-consecutive days. Historical pricing for this insurance has ranged from \$300-\$1,000 depending on current level of coverage.

**Contract Line Item 006:**

**Performance Requirement 11.0 is a contract option for testing additional equipment.** No price guidance is provided for this option. These options will be priced in the form of price per testing day in a separate process when the work is available, according to the PWS.

**Contract Line Item 0007:**

**Performance Requirement 12.0 is a contract option which may be exercised only at the government's request and provides additional payment for participation in local meetings less than five hours in duration.** The base price is included in the contract schedule and should not be included in the quote.

**Contract Line Items 008, 009, 010, & 011 are options to continue the basic electronic reporting services for years 2, 3, 4, & 5, and should be reflective of Contract Line Item 1: Performance Requirements 6.3-6.9.**

**Breakdown of Minimum Vessel Electronics and Equipment Specifications:**

**Within 30 days of contract award,** the Contractor shall provide a computer which will run approved haul-by haul data collection software. For FLDRS software use, the computer specifications below will be required. For those not using FLDRS, Study Fleet- approved sector reporting tool may be used. A secondary GPS unit may be required which will be integrated with the Study Fleet computer or data collection equipment.

Historical information indicates the following price guidance for this equipment.

**Required Equipment for FLDRS use:**

1. Dedicated Laptop Computer with the following minimum specifications: **(\$1,000)**

- a. Operating System: Windows XP or Windows 7 (32 bit or 64 bit versions); **Note: Windows Vista has led to multiple technical issues and Apple (Mac) products have not been tested**
  - b. Processor: Intel Pentium 4 or later
  - c. Hard drive: 60 GB minimum
  - d. Memory: 1+ GB (2+ GB needed for Windows 7 OS)
  - e. USB 2.0 ports: Min of 3 ports+
  - f. 48x-CDRW Drive
  - g. Serial port: RS232 serial port (highly recommended but not essential if compatible serial-to-USB converters are purchased)
  - h. Internal or External WiFi device (not required but will allow for data submission via internet rather than VMS)
2. Dedicated GPS Receiver – must interpret NMEA 0183 data sentences **(\$200)**
  3. Battery Backup/Surge Protection **(\$50)**
  4. 4-port Serial to USB Converter **(\$150)**
  5. One USB 2.0 Flashdrive: 2+ GB (allows backup and land transmission of files) **(\$25)**

**Recommended Accessories:**

1. Trackman or Trackball Mouse **(\$30)** (highly recommended)
2. External Keyboard **(\$30)** (recommended for fixed gear and wet wheelhouses)
3. Laptop Locking Cable **(\$40)**

## **Attachment 6 Contractor Registration**

All contractors are required to obtain registration in the following systems to be eligible for award

### **Data Universal Numbering System (DUNS)**

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

Call D&B at 1-866-705-5711 or access their website at <http://fedgov.dnb.com/webform>

if you do not have a DUNS Number. The process to request a DUNS Number via phone takes about 10 minutes and is free of charge. Internet requests are fulfilled within 1-2 business days.

### **Central Contractor Registration (CCR)**

<https://www.bpn.gov/ccr/>

Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions.

CCR USER GUIDE at: <https://www.bpn.gov/ccr/Handbook.aspx>

### **Online Representations and Certifications Application (ORCA)**

All potential contractors must submit their Representations and Certifications. This may be done online at the following link:

<https://orca.bpn.gov/>

ORCA is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper based Representations and Certifications (Reps and Certs) process.

ORCA HANDBOOK at: <https://orca.bpn.gov/misc/ORCA%20Handbook.pdf>

Attachment 7 – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Federal Law (CLASS Deviation) (March 2012)

- (1) In accordance with Sections 543 and 544 of Public Law 112-55 Commerce, Justice, Science, and related Agencies Appropriation Act 2012, Title V (General Provisions) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- a. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
  - b. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) The Offerors represents that, on the date of this offer –
- a. It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
  - b. It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreements with the authority responsible for collecting the tax liability.

Company or Reporting Unit

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Division or Subsidiary of (if applicable): \_\_\_\_\_

Attachment D – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Federal Law (CLASS Deviation) (March 2012)

Official to Contact Concerning this Statement

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number (including area code and extension):

\_\_\_\_\_

E-Mail: \_\_\_\_\_

CERTIFICATION

I certify that to the best of my knowledge and belief this Questionnaire as amended in the case of a revision, is the complete and accurate disclosure as of the above date by the above-named organization of its tax liability and felony criminal conviction record.

\_\_\_\_\_  
(Preparer's Printed Name)

\_\_\_\_\_  
(Preparer's Signed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)