

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NFFM7121-18-03978		PAGE 1 OF 21		
2. CONTRACT NO. 1333MF18PNFFM0110		3. AWARD/EFFECTIVE DATE AUG 16, 2018		4. ORDER NUMBER		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN FAUX SUSAN.FAUX@NOAA.GOV			b. TELEPHONE NUMBER (No collect calls) 508-495-2205		6. SOLICITATION ISSUE DATE	
9. ISSUED BY NMFS/NE FISHER SCI CTR/F/NECX2, PRCH OFF 166 WATER ST WOODS HOLE MA 02543				CODE FM702073		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY NMFS/NE FISHER SCI CTR/F/NECX2, PRCH OFF 166 WATER ST WOODS HOLE MA 02543		CODE FM702073		
17a. CONTRACTOR/ OFFEROR. UNIVERSITY OF GUELPH 50 STONE RD E N1G 2W1 GUELPH ON CANADA		CODE 00021784 FACILITY CODE		18a. PAYMENT WILL BE MADE BY NMFS/NE FISHER SCI CTR/F/NECX2, PRCH OFF 166 WATER ST WOODS HOLE MA 02543		CODE FM702073		
CAGE: L3406 TIN: TELEPHONE NO.				DUNS: 208472209				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
Please	see continuation page for line item details.							
(Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$9,300.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED, ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED, ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. Verbal Quote 16 Aug OFFER DATED AUG 16, 2018. 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) SUSAN FAUX 508-495-2205 SUSAN.FAUX@NOAA.GOV		31c. DATE SIGNED AUG 16, 2018		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

1333MF18PNFFM0110

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Contracting Officer: SUSAN FAUX, 508-495-2205, SUSAN.FAUX@NOAA.GOV</p> <p>Primary Contracting Officer Representative: No COTR Required, 000-000-0000, no email associated</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: KAREN TOUGAS, 401 782-3310, karen.tougas@noaa.gov</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>BRAND NAME SERVICES CATALOG # SERVICE-067</p> <p>DNA EXTRACTION FOR NGS WORKFLOW</p> <p>Accounting and Appropriation Data: 14.18.S8LCB01.PCP.1053.023100001. 3021000801010000.25270000.000000 \$700.00 DELIVERY DATE: 08/16/2018 SHIP TO: OCEANOGRAPH BR (NARRAGANSETT) NOAA/NMFS 28 TARZWELL DRIVE /F/NEC121 NARRAGANSETT RI 02882 FOB : Destination Period of Performance: 08/16/2018 to 08/15/2019 Pricing Option: Firm-Fixed-Price</p>	2.00	EA	350.00	700.00
0002	<p>CATALOG# SERVICE-063</p> <p>AMPLICON LIBRARIES FOR NGS WORKFLOW</p> <p>Accounting and Appropriation Data: 14.18.S8LCB01.PCP.1053.023100001. 3021000801010000.25270000.000000 \$500.00 DELIVERY DATE: 08/16/2018 SHIP TO: OCEANOGRAPH BR (NARRAGANSETT) NOAA/NMFS 28 TARZWELL DRIVE /F/NEC121 NARRAGANSETT RI 02882 FOB : Destination Period of Performance: 08/16/2018 to 08/15/2019 Pricing Option: Firm-Fixed-Price</p>	2.00	EA	250.00	500.00
0003	<p>CATALOG# NGS-530</p> <p>ION S5 530 CHIP</p> <p>Accounting and Appropriation Data: 14.18.S8LCB01.PCP.1053.023100001. 3021000801010000.25270000.000000 \$3,500.00 DELIVERY DATE: 08/16/2018</p>	1.00	JB	3,500.00	3,500.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>SHIP TO: OCEANOGRAPH BR (NARRAGANSETT) NOAA/NMFS 28 TARZWELL DRIVE /F/NEC121 NARRAGANSETT RI 02882 FOB : Destination Period of Performance: 08/16/2018 to 08/15/2019 Pricing Option: Firm-Fixed-Price CATALOG: SERVICE-061</p> <p>POSTSEQUENCING DATA PROCESSING AND COMPUTE TIME</p> <p>Accounting and Appropriation Data: 14.18.S8LCB01.PCP.1053.023100001. 3021000801010000.25270000.000000 \$2,400.00 DELIVERY DATE: 08/16/2018 SHIP TO: OCEANOGRAPH BR (NARRAGANSETT) NOAA/NMFS 28 TARZWELL DRIVE /F/NEC121 NARRAGANSETT RI 02882 FOB : Destination Period of Performance: 08/16/2018 to 08/15/2019 Pricing Option: Firm-Fixed-Price</p>	16.00	HR	150.00	2,400.00
0005	<p>CATALOG # CCDB-BL05 1 MICROPLATE</p> <p>ANIMAL TISSUE (SINGLE PASS ONLY)</p> <p>Accounting and Appropriation Data: 14.18.S8LCB01.PCP.1053.023100001. 3021000801010000.25270000.000000 \$2,200.00 DELIVERY DATE: 08/16/2018 SHIP TO: OCEANOGRAPH BR (NARRAGANSETT) NOAA/NMFS 28 TARZWELL DRIVE /F/NEC121 NARRAGANSETT RI 02882 FOB : Destination Period of Performance: 08/16/2018 to 08/15/2019 Pricing Option: Firm-Fixed-Price</p>	1.00	EA	2,200.00	2,200.00

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CLAUSES

STATEMENT OF NEED

STATEMENT OF NEED

NFFM7121-18-03978

BACKGROUND / SCOPE / MISSION: The Oceans and Climate Branch monitors the Northeast US Continental Shelf hydrographic environment and plankton community. We also examine species interactions within the Northeast U.S. shelf ecosystem. For these two missions we increasingly need to use genetic techniques. The Northeast Fisheries Science Center currently lacks the internal capacity and personnel to perform sophisticated high-throughput genetic analyses and thus must obtain these services from outside organizations.

INTENDED USE / PURPOSE:

The Oceans and Climate Branch has been funded to evaluate the potential role of Next Generation sequencing (one sample to many sequences) in ichthyoplankton surveys and diet analyses. Specifically we will evaluate the utility of this approach to generate species lists from mixed samples of larval fish and eggs. We will also evaluate whether this approach can resolve the diet of predatory organisms including marine mammals.

The Branch also has an ongoing need to use Sanger sequencing (one sample to one sequence) in our ichthyoplankton monitoring program.

Both approaches will allow us to resolve long-standing questions concerning the diversity of species in our collections and in diet studies that we would otherwise not be able to answer.

SPECIAL REQUIREMENTS (ESSENTIAL SALIENT FEATURES):

Our branch lacks the capacity to do this work internally, in terms of equipment, laboratory space and personnel. We thus must outsource the work from DNA extraction to data storage. Many outside services perform only portions of this work (typically sequencing).

For the both sequencing methodologies the requirements are as follows:

- 1) The contractor will provide the NEFSC with barcoded 96-well plates and preformatted spreadsheets for entering sample information. The NEFSC will be responsible for allocating samples to these plates and entering specimen collection information on the spreadsheets.
- 2) The contractor will have in place a system including a barcode scanner to track plates through every step of the process.
- 3) DNA extraction: The initial step of the protocol is to isolate DNA. DNA isolation will be automated using liquid handling robots and 96-well plates in order to minimize user error and cross-contamination.

For Sanger sequencing

COA 10/2017

- 4) PCR Amplification of a 600 bp region of the Cytochrome Oxidase I (COI) gene:
The samples in our samples may be from any fish species that occupies the northeast U.S. Shelf. The contractor will use universal primer cocktails (e.g. Ivanova 2007) to amplify the COI gene from the samples. The samples are destroyed during this step so the contractor must be able to document a prior success rate of >90% generating Cytochrome Oxidase I gene sequences from ichthyoplankton preserved in Ethanol.
- 5) DNA Sequencing: The COI gene will be sequenced. Only unidirectional sequencing is necessary as our focus is on identifying samples not generating voucher sequences; bidirectional sequencing is not needed. High quality sequences are essential for this project, thus the contractor must document prior success generating sequences with mean Phred quality scores >25 over at least 400 bp of the sequence.
- 6) Database upload: The data will be uploaded to BOLD SYSTEMS for the NEFSC to process further.

For Next Generation Sequencing

- 4) The contractor will be responsible for amplicon development and the Next Generation Sequencing run.
- 5) The contractor perform post-sequencing data processing due to the large data output from this technique.

DELIVERY LOCATION:

NOAA/NMFS/NEFSC
OCEANOGRAPH BRANCH
/F/NEC121
28 TARZWELL DRIVE
NARRAGANSETT, RI 02882

POINT OF CONTACT:

DAVID RICHARDSON
401-782-3222
DAVID.RICHARDSON@NOAA.GOV

DELIVERY SCHEDULE: (or period of performance)

August 16, 2018 through August 15, 2019

COA 10/2017

INVOICING AND PAYMENT INFORMATION

Invoicing Instructions for Standard Form 1449

Please e-mail a copy of the invoice to: Susan.Faux@noaa.gov or mail the Original Invoice to the address specified in Block #9 of the SF1449/Purchase Order.

Invoicing. Contractor will provide a "proper" invoice on a quarterly basis, in arrears, (no later than the 10th of each month) in accordance with the Prompt Payment Act. Proper invoices must include as a minimum:

- a) Name and address of the contractor.
- b) Name (where applicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- c) Invoice date and invoice number (Contractors should date invoices as close as possible to the date of mailing or transmission). Electronic submission of invoices is preferred.
- d) Contract Number (Block 2)
- e) Contract Line Item Number being billed, with description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed

Improper invoices will be returned and payment will not be made until receipt of a proper invoice. Payments resulting from approved and accepted invoices will be made via Electronic Funds Transfer (EFT) in accordance with the businesses System for Awards Management (SAM) registration information.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

WWW.ACQUISITION.GOV OR HTTP://FARSITE.HILL.AF.MIL

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any WWW.ACQUISITION.GOV OR HTTP://FARSITE.HILL.AF.MIL (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
(Reference 52.204-13)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016)
(Reference 52.204-18)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017)
(Reference 52.212-4)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(Reference 52.232-40)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
(Reference 52.246-1)

52.247-34 F.O.B. DESTINATION (NOV 1991)
(Reference 52.247-34)

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)
(Reference 1352.201-70)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d) (2) and

(3)).

(17)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d) (4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a) (14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)

(15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a) (2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun, 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun, 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

XXX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun, 2016) (E.O. 13693).

(45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (55) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

(60) (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:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xiii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 DAYS OF CONTRACT TERMINATION

(End of Clause)

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:

NOAA/NMFS/NEFSC

OCEANOGRAPH BRANCH /F/NEC121

28 TARZWELL DRIVE

NARRAGANSETT, RI 02882

(End of clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from 16 AUGUST 2018 through 15 AUGUST 2019 . If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I		
Option II		
Option III		
Option IV		

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

SOLICITATION NUMBER: EA-133F-16-RQ-0631

NOAA ACQUISITION MANUAL CLAUSE 1330-52.203-70 is hereby incorporated in full text:

SCIENTIFIC INTEGRITY AND RESEARCH MISCONDUCT

(a) Definitions. As used in this provision –

Scientific activities mean activities that involve inventorying, monitoring, observations, experimentation, study, research, integration, modeling, and scientific assessment.

Scientific integrity means the condition resulting from adherence to professional values and practices when conducting and applying the results of science that ensures objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, interference, censorship, and inadequate procedural and information security.

Presentation of scientific activities results includes the analysis, synthesis, compilation, or translation of scientific information and data into formats for the use of the Department of Commerce or the United States of America.

Scientific and Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing scientific and research activities, or in the products or reporting of the results of these activities. It specifically includes intentional circumvention of the integrity of the scientific and research process and actions that compromise that process, but does not include honest error or differences of opinion.

Investigation is formal collection and evaluation of information and facts to determine if scientific or research misconduct can be established, to assess its extent and consequences, and to recommend appropriate action.

(b) General Guidelines

1. *Maintaining Integrity.* The Contractor shall maintain the scientific integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations and adjudications of allegations of research misconduct.
2. In performing or presenting the results of scientific activities under the contract, and in responding to allegations of scientific and research misconduct, the Contractor shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto.
3. *Primary Responsibility.* The Contractor shall have the primary responsibility to prevent, detect, and investigate allegations of scientific and research misconduct. Unless otherwise instructed by the contracting officer, the Contractor shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
4. By executing this contract, the Contractor provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation and reporting of such misconduct.
5. The Contractor shall insert the substance of this provision in subcontracts at all tiers that involve research being performed under this contract.

(c) Investigating Misconduct Research

1. *Initiating Investigation.* If the Contractor determines that there is sufficient evidence to proceed to an investigation, it shall notify the contracting officer and, unless otherwise instructed, the Contractor shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding of scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. *Finalizing Investigation.* When the investigation is complete, the Contractor shall forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the Contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(d) Findings and Corrective Actions

1. If the Contractor finds that scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:
 - a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
 - b. Coordinate remedial action with the contracting officer.

(e) Department of Commerce Actions

1. The Department of Commerce may accept the Contractor's findings or proceed with its own investigation, in which case the Contractor shall fully cooperate with the investigation. The contracting officer will inform the Contractor of the Department's final determination.
2. The Department of Commerce reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the contract and applicable laws and regulations. Such remedies and actions may include, but are not limited to, disallowance of costs, recoupment of contract payments, and suspension or debarment.

NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2016)

a. The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting from.
3. Identify constraints in transparency and process.

b. The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

c. Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

d. There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates, etc.).

2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.

3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.

4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.

5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.

6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.

7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

e. After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

f. The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

g. Questions regarding this solicitation and contract language shall be directed to Rafael Roman, NOAA AGO Ombudsman, at Rafael.Roman@noaa.gov.

(End of solicitation and contract language)

AA18-02 NOAA Requests for Equitable Adjustment

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including:

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
- (c) The certification requirement in paragraph (b) of this clause does not apply to:
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustments under an incentive provision of the contract.

