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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL INSTRUCTIONS

The Contractor shall provide the necessary supplies and services (unless otherwise stated herein) to perform the work described in Section C of the Request for Proposal (RFP) for the project titled "Marine Arctic Ecosystem Study (MARES)-Ecosystem Dynamics and Monitoring of the Beaufort Sea: An integrated-science approach". The Government anticipates awarding an Indefinite Delivery/Indefinite Quantity type of contract as a result of this solicitation.

B.2 CONTRACT LINE ITEM NUMBER (CLIN)

The specific details and description of the Contract Line Item Number (CLIN) is described below:

THE CONTRACTOR IS REQUIRED TO FILL-IN THIS INFORMATION AND SUBMIT IT WITH ITS PROPOSAL:

NOTE: Offerors shall complete the fill-in information for each sample task order. If a fee is proposed, the Offeror agrees that the fixed-fee rate, as negotiated, prior to contract award, will be used to compute the cost of each task order as needs arise. This fixed-fee rate will remain the same throughout the ordering period of the contract.

B.2.1 SAMPLE TASK ORDER 1 PRICING

ITEM NO	SUPPLIES/SERVICES	TOTAL ESTIMATED AMOUNT
0001	Scientific and Technical support services for the effort as described in Sample Task Order 1	
Т	Estimated Cost: Fixed Fee: otal Estimated Cost Plus Fixed Fee:	\$ Rate \$

CLIN 0001 is a cost reimbursable line item representing the total cost-plus-fixed-fee of Sample Task Order 1. Costs will be reimbursed at actual cost incurred which includes all labor, material, travel, and subcontracting.

B.2.2 SAMPLE TASK ORDER 2 PRICING

ITEM NO.	SUPPLIES/SERVICES	TOTAL ESTIMATEI	O AMOUNT
0002	Scientific and Technical support services for the effort as described in Sample Task Order 2		
	Estimated Cost:	\$	
	Fixed Fee:	\$	Rate
Tot	al Estimated Cost Plus Fixed Fee:	\$	

CLIN 0002 is a cost reimbursable line item representing the total cost-plus-fixed-fee of Sample Task Order 2. Costs will be reimbursed at actual cost incurred which includes all labor, material, travel, and subcontracting.

B.3 CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

Both the Government and the Contractor agree that the minimum consideration under this Contract is \$300,000.00, subject to the availability of funds, and the maximum consideration under this Contract over a five-year period is estimated to be \$25,000,000.00.

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

MARINE ARCTIC ECOSYSTEM STUDY (MARES) ECOSYSTEM DYNAMICS AND MONITORING OF THE BEAUFORT SEA: AN INTEGRATED-SCIENCE APPROACH

C.1 INTRODUCTION

The Department of the Interior (DOI), the Bureau of Ocean Energy Management (BOEM) invests in ocean research through its Environmental Studies Program to provide science in support of management decisions. In conjunction with the National Oceanographic Partnership Program (NOPP), a collaboration of federal agencies to provide leadership and coordination of national oceanographic research and education initiatives, BOEM, in cooperation with its funding partners, the National Oceanic and Atmospheric Administration (NOAA), the Office of Naval Research (ONR), the United States Integrated Ocean Observing System (US IOOS), the National Science Foundation (NSF), the US Coast Guard (USCG), the United States Arctic Research Commission (USARC), the United States Geological Survey (USGS), the Marine Mammal Commission (MMC), and Shell Oil Company, hopes to advance the overall knowledge of the Arctic marine environment (i.e., the ocean-atmospheric-sea ice-land systems) and its role as a driver of marine ecosystem functioning and change through this research study. The shared information needs of the NOPP science partners for this study result from increased National and international attention on climate warming, energy development and related sustainability issues in the Arctic region. Appendix A provides as background, broad information into the scope and mission of each participating partner. This research study integrates physical, biological, chemical and social considerations that align with the recommendations of the 2011 USGS Arctic report, the National Ocean Policy guidelines, and the Interagency Arctic Research and Policy Committee's (IARPC) 5-year plan.

C.2 BACKGROUND

The National Oceanographic Partnership Program (NOPP) is a collaboration of fifteen Federal agencies to provide leadership and coordination of National oceanographic research and education programs. An innovative program established by Congress in Fiscal Year 1997, NOPP facilitates new interactions among Federal agencies, academia and industry; increases visibility for ocean issues on the National agenda; and achieves a higher level of coordinated effort and synergy across the broad oceanographic community. Through NOPP, the public and private sectors are brought together to support larger, more comprehensive projects to promote sharing of resources and to foster community-wide innovative advances in ocean science, technology and education. Since 1997, more than \$549M has been invested through NOPP to support over 175 research and education projects involving more than 200 public and private institutions.

The shared information needs of the NOPP science partners result from increased National and international attention on climate warming, energy development and related sustainability issues in the Arctic region. From the climatic perspective the Arctic is now the Earth's "hotspot", and related issues of rapid environmental change that are intimately connected to other strategic

interests including: energy, food, and water security; National security and commerce. With respect to energy security, scientific information is used by BOEM's leasing and regulatory processes to conduct its offshore energy development program and protect the natural environment in compliance with the National Environmental Policy Act (NEPA), the Marine Mammals Protection Act (MMPA), the Endangered Species Act (ESA), and other Federal and State mandates. The preparation of NEPA documents for Arctic Outer Continental Shelf (OCS) Planning Areas requires analysis of data and information from many disciplines including, but not limited to, physical and chemical oceanography, marine biology and ecology, social and economic sciences, and engineering. As an example, ocean current, wind and ice data are explicitly used in BOEM's Oil Spill Risk Analysis (OSRA) to model oil spill trajectories from hypothetical oil spills and their probabilities of contact with fish and wildlife resources, coastal habitat and shorelines, and cultural sites.

The following information provides a general description of current knowledge of the study area:

Physical: The Beaufort Sea shelf is an oceanographically dynamic and biologically important area of the marine Alaskan Arctic. The Beaufort Sea shelf is narrow and differs significantly in geometry, circulation, sea ice conditions and atmospheric influences from those of the neighboring Chukchi Sea. Carmack and Wassman (2006) characterize different ocean dynamics for shelf waters in the U.S. Arctic including inflow and interior regimes for the Chukchi and Beaufort seas, respectively. The Chukchi Sea shelf receives the greatest proportion of its marine and freshwater from lower latitudes and transport through the Bering Strait. Marine waters over the Beaufort Shelf are predominantly affected by discharge from rivers and sea ice melt and upper layers possess a positive estuarine circulation in summer (e.g. freshwater plumes) and a negative one in winter (e.g., brine release). Inflow shelves are typically a source of distinctive waters for the interior of the deeper Arctic Basin. Seasonally, the circulation also shows marked differences between inflow and interior shelves, e.g., the stronger northward speeds are typically observed in the Chukchi Sea in winter while upwelling events are a signature of the Beaufort Sea during open water periods. The extent of the sea ice cover over both areas has the capacity to alter the local circulation patterns since the effect of direct wind forcing on the ocean can be diminished or even suppressed by a solid cap at the ocean's surface.

Biological and chemical: The complex interplay of ocean currents, downward radiation, suspended matter, nutrients, carbon, and sea ice coverage demand more research since they are poorly understood at the spatial and temporal scales needed for process understanding relative to the marine ecosystem functioning in the eastern Beaufort Sea. With respect to climate warming, it is unknown whether current primary productivity levels (biomass estimates) will continue to increase over Arctic shelves (increased vertical mixing due to reduced sea ice coverage would favor the uplifting of nutrients to shallower depths) or if, on the contrary, a warmer oceanic surface would limit vertical mixing by inducing a stronger stratification. It is certainly possible that the Beaufort Sea shelf would see a further increase in its productivity given that it is more strongly affected by river runoff than the Chukchi Sea, especially if fluvial contributions continue to change in amplitude and phase. There are also concerns that many species including marine mammals could shift their distribution and/or migratory paths.

Social: Coastal villages practicing different subsistence activities are spread throughout the state of Alaska. Due to current climatic trends, many of these villages likely will be relocating to higher and more stable grounds. Permafrost melting and higher sea levels are the leading factors causing these imminent relocations. The Iñupiaq community typically inhabits the northern part of the state of Alaska, with villages located inland and on the shores of the northern Chukchi and Beaufort seas. Hunters from about 14 villages located on this Arctic coastline substantially depend on the subsistence foods they take from the marine environment. Subsistence activities are intrinsically linked to the life cycles of the natural world and variability in resource abundance associated with Arctic conditions and interplay between biological and the physical environments. Improved knowledge and understanding about these interactions will be critical to the success of Ecosystem Based Management (EBM) initiatives and sustainability goals. This study intends to include local hunters and the traditional knowledge they possess in the details of study design, data collection, and data interpretation on both sides of the international border with Canada.

Ecosystem Integration: This project aims to enhance our comprehensive understanding of ecosystem processes, in line with the architecture of the EBM approach and including physical conditions (oceanic and atmospheric variability), chemical parameters (e.g., availability of nutrients), productivity of different trophic levels, and trophic transfer efficiencies from plankton to marine mammals (on which local humans subsist). In this context, the synergy of science and local and traditional ecological knowledge has the potential to advance significantly our knowledge and thus better inform the decisions that are made by hunters, government (local, State, Federal, tribal) and industry managers and State and National legislators. From a technical perspective, the multi-disciplinary information to be obtained is expected to aid industry and its regulating agencies in minimizing the impact of offshore energy development and other human activities on the environment, advance the community's understanding on the state and variability of the local ecosystem, and provide a means to aid in the planning and design of various mitigation and adaptation strategies.

C.3 RESEARCH STUDY COMPONENTS AND OBJECTIVES

Improved understanding through integration of physical, chemical, biological and social data (observed and modeled), spatiotemporal dimensions and management is at the core of this research initiative.

The primary geographical scope of this study is the continental shelf and slope of the Beaufort Sea between the Mackenzie River (and Tuktoyatuk Peninsula) mouth to at least Barrow, Alaska. The study area extends from the coastline to the 1000 m isobath. Collaboration with simultaneous studies being conducted in the neighboring Chukchi Sea (north of Point Lay) will enhance the understanding of connectivity issues between both seas. The study area has the potential to be expanded in the future to include neighboring seas such as the northern Chukchi Sea and the Canadian Beaufort Sea. This extensive geographical coverage relates to requirements for understanding regional ecosystem dynamics and the science missions of the NOPP partners.

The MARES involves several core planning and research components: (1) conceptual framework [see Carmack and Wassmann (2006) Wassmann (2011); Wassmann and Reigstad (2011) and Carmack and McLaughlin (2011)] and identification of desired outcomes, science priorities, and automated data collection strategies (e.g., gliders, animal-borne sensors); (2) field data collection, with emphasis on synoptic sampling of key geophysical attributes, to address identified priority science needs; (3) synthesis and integration of information regarding ocean conditions, biological productivity, and ecosystem interactions (4) description of human interactions (subsistence) with the marine ecosystem using local and traditional ecological knowledge and western science; and (5) numerical modeling of biogeochemical processes and human interactions to study marine ecosystem dynamics and possible change effects. Embedded in this rationale is the need to acquire high-resolution observations and high-resolution model data in order to address key questions on ecosystem dynamics and inter-system feedbacks. The US-Canadian border shall be used as the easternmost limit of the study domain if Canadian scientists/entities are not able to participate and/or collaborate, or if for any reason it would not be possible to gather observational data (as detailed in the this statement of work), on the Canadian side of the Beaufort Sea. The Contractor shall also become familiar with the maritime area under dispute (between the US and Canada) and any potential limitations and/or opportunities for operating in that sector. The Contractor shall perform a scientific and technological support services as described in Section C.4 below.

C.4 SCOPE OF WORK

C.4.1 Conduct field program for ecosystem dynamics and monitoring

C.4.1.1 Pilot Program

The Contractor shall develop a pilot program that shall serve to prepare human and technological resources for the main field program (starting in 2016) by focusing on a smaller geographical domain first. All proposed activities for the pilot program (whether they are completed, partly completed or not carried out) shall be addressed during the main field program (2016 and 2017). The geographical area of the pilot program shall be the eastern Beaufort Sea. Little is known, for instance, about the circulation and biogeochemistry of the Mackenzie River plume, its westward and northwestward incursions from Canadian to US waters, and interaction with other oceanographic features, e.g., upwelling plumes. The Contractor shall provide the services necessary to support the pilot program task as follows:

- Estimate the relative contributions of heat and freshwater fluxes to variations in stratification in the Eastern Beaufort Sea, as well as the seasonal variability of the 3-D circulation, shelf break jet, and density fields. Methods may include appropriate moored, glider, and/or shipboard measurements of currents, sea-ice drift, and hydrography (including geochemistry).
- Quantify the volume of the Mackenzie River plume entering U.S. waters seasonally and year-round and describe the associated circulation in the eastern Beaufort Sea.
- Quantify the monthly freshwater flux to the eastern Beaufort Sea from gauged and non-gauged rivers.
- Describe the seasonal development of buoyancy forced coastal circulation in the eastern

- Beaufort Sea and its interaction with the circulation induced by upwelling events.
- Quantify the 3D primary productivity of the eastern Beaufort Sea and identify potential factors/agents that might explain its temporal variability at different locations.
- Provide a general characterization of the biological system for different environmental conditions (e.g., upwelling scenario, plume intrusion scenario) while describing the spatio-temporal variability of all physical, chemical and biological variables observed (this item is to be refined during the main field program after 2015).
- Identify geographical areas of moderate to strong pelagic-benthic coupling.

C.4.1.2 Main Field Program

The Contractor shall provide the services necessary to achieve the objectives for the observational component (2016 and beyond) of this task as follows:

- Describe the spatio-temporal scales of variability of physical, biological and chemical variables as well as any potential interactions (if any) among them over a period of at least 2 years and at different vertical levels. Include underneath ice areas and supporting maps of sea ice coverage.
- Provide a comprehensive description of the Beaufort Sea ecosystems sensitivities and vulnerabilities to changes in oceanic pCO₂, water temperature, and sea ice including under-ice synergies.
- Quantify spatial-temporal characteristics of primary productivity in the marginal ice zone (while it is located in this study's geographical domain) during the study period. Describe marine ecosystem states and linkages by depth, salinity and water mass conditions (this objective refers to a comparison of observations made in at least two different years).
- Describe and quantify biogeochemical and biophysical feedbacks comparing ice-free to under-ice scenarios. Addressing the issue of interactions and feedbacks shall be done in concert with modeling requirements with respect to field data collection, model development, and validation. All field operations and modeling activities shall be planned and coordinated with biological objectives for marine mammal and subsistence resources as described below.
- Describe changes in water column properties and marine ecosystem variability under different sea ice conditions and distance from the ice edge, e.g., changes in primary productivity due to differences in sea ice thickness, light penetration, and related changes in chlorophyll, marine nutrients, and particulate organic matter.
- Describe methane variability over the Beaufort Sea shelf and slope areas. Methane
 measurements shall be paired with observations of water temperature and interpreted in
 the context of recent findings. Emphasis shall be placed in making these measurements
 near the seafloor. Comparisons shall focus on across-shore variability and differences
 between eastern and western Beaufort Sea.
- Describe and attempt to quantify changes in the food web composition/structure from changes in carbonate chemistry parameters affected by rising atmospheric CO₂.
- Describe and quantify shelf and slope currents (speed, direction, patterns) and their response (if any) to variability in meteorological conditions, oceanic organic matter and sea ice coverage. Establish baselines and describe changes in observed hydrographic

- variables prior to and during upwelling events in the Beaufort Sea (typically in autumn) and relate to meteorological conditions and sea ice conditions.
- Obtain atmospheric information from existing and/or new stations/buoys/satellites in the study area and describe its spatio-temporal characteristics as well as potential forcing (of the ocean and its ecosystems) mechanisms.
- Estimate and describe the carbon export to the seafloor and attempt to relate spatiotemporal variations to productivity levels, historical findings, sea ice coverage (if any) and depth of the euphotic zone.
- Report opportunistic sightings of polar bears and other marine mammals by carefully
 documenting all information related to the location, time, date, species, quantity, size,
 gender, sea state, wind conditions, direction of swimming if applicable, activity. All
 observational data will be coordinated with marine mammal scientists participating in
 MARES.
- Based on all observational and modeling results, develop a new (or adapt/update/modify an existing) conceptual understanding (model) of current ecosystem structure and functioning emphasizing key processes, linkages, and interactions (e.g., Carmack and Wassman (2006) among others).
- The data and conclusions emanating from this study shall be presented and interpreted in a pan-Arctic context and with historical perspective. This could be done at the data gathering/analysis level by, for example, developing international collaborations with researchers engaged in other comparable studies, or by conducting a high-level project synthesis that invokes (existing or new) conceptualizations, or both. To achieve this objective both historical and this study's data/results/interpretations shall be used.

C.4.2 Conduct field program on marine mammals

C.4.2.1 Pilot Program (testing of animal-mounted sensors)

The Contractor shall develop a pilot program that shall serve to prepare human and technological resources for the main field program (starting in 2016) by focusing on a smaller geographical domain first. All proposed activities for the pilot program (whether they are completed, partly completed or not carried out) shall be addressed during the main field program (2016 and 2017). The Contractor shall provide the services necessary to support the pilot program task as follows:

- The geographical scope for these two objectives shall be anywhere within the Beaufort Sea with all measurements made during 2015 (calendar year).
- Testing tag deployment and data recovery (i.e., new species and new locations) in preparation for primary field efforts in 2016/2017.
- Develop tagging sites onshore with native Alaskan communities and access to animals in some cases, again in preparation for primary field efforts in 2016/2017.

C.4.2.2 Main field program

The Contractor shall provide the services necessary to achieve the objectives for the observational component (2016 and beyond) task as follows:

- Estimate seasonal occurrence and abundance of different marine mammal species in the Beaufort Sea, with particular interest in the winter time.
- Identify year-round home range, foraging 'hotspots', and migration corridors for baleen whales in the Beaufort sea.
- In coordination and collaboration with the scientists addressing objectives listed under C.4.1.2., identify key marine mammal foraging habitat (i.e. prey distribution such as Arctic cod distribution and abundance using glider-mounted echosounders).
- Identify habitat use of arctic marine mammals in terms of environmental information (e.g., depth, temperature, salinity, Chlorophyll, O₂) and biotic data (prey distributions and dynamics) at the temporal and spatial scale relevant to marine mammals.
- Using animal-mounted sensors identify Areas of Particular Interest (API) to
 oceanographers (i.e., surface and sub-surface fronts, eddies, and confluences that
 aggregate prey), and deliver, high-quality CTD profiles to characterize water mass
 properties and vertical structure in key areas of the shelf in the Beaufort sea (including
 the marginal ice zone, leads, and polynyas) in and under Arctic winter ice, and during the
 spring break-up, including the loss of shorefast ice. This data gathering shall be
 coordinated with the data gathering of C.4.1.2.

Prioritize areas: (a) where subsistence hunting is known to be intense; (b) known to be located on the migratory paths and/or foraging grounds of various species; (c) where there is no or little data; (d) under the ice; and (e) where existent moorings could be used to add acoustic recorders.

All data collected above shall also include the location (latitude, longitude, depth) and date along with any other available information (e.g., sea state, atmospheric conditions), when applicable, possible or available.

C.4.3 Historical Data

The Contractor shall collect historical data and information on the physics, chemistry and biology of the study area. Historical, relevant data gathered by academia, government, and industry in the study area and vicinity shall be located and made readily available to this study's scientists at all times. This includes but is not limited to physical, biological and chemical data as well as traditional knowledge information. Oceanic, atmospheric, and sea ice data are included in this objective. This information and data shall all be in digital form with the only exception of traditional knowledge information which could be saved in paper copies if no digital versions are available. This historical information also includes publications and reports from varied sources (e.g., peer-reviewed publications and/or books).

C.4.4 Coupled Modeling

The Contractor shall conduct coupled model simulations. Using historical and new observations initialize, tune and validate a regional coupled (ocean, atmosphere, biogeochemistry and sea ice) high-resolution model, and evaluate ecosystem sensitivities to atmospheric, ice and oceanic environmental variability, that is, for different timescales (days, interannual, interdecadal).

- Provide an estimate of the climatological errors (for different variables) obtained from the main simulations and based on available observations.
- Provide a quantitative and qualitative description of the impacts of the inter-system feedbacks on the overall oceanic state and ecological synergies of the study region (e.g., by prescribing the atmospheric forcing, a constant chlorophyll concentration) and compare and analyze against the results of fully coupled experiments.
- Investigate the ecological response of key species in regional food webs to changes in climate and ocean conditions. Models will be developed and explored to study environmental change effects on system energetics and trophic level efficiencies. Model results will be compared and correlated to the extent possible with field observations of seasonal habitat use and the growth and behavior of key species. Historical data shall be used extensively in an attempt to define one or more baselines and to address the objectives listed in this solicitation. While not all classes, e.g., birds, are targeted in this solicitation, they shall be considered when utilizing historical observations and findings.
- Quantify depth-dependent aspects of the regional heat budget with special attention to its constituent physical properties, biogeochemical contributions, and effects on transport and circulation (i.e., 3D velocity field).
- Provide regional data sets describing a) climatology (2007-2014) and b) trends (1990-2014) of physical, chemical, and biological variables in the Beaufort Sea. Conduct a (linear and non-linear) trend analysis and compare to observations in the overlapping time window.

A high-resolution (horizontal and vertical) regional coupled model (ocean-atmosphere-ice-ecosystem) shall be used to reach the above stated objectives. This effort shall use an iterative approach, using historical observations first and then establishing the impact of the MARES (Marine Arctic Ecosystem Study) observations in the next phase of runs. Sensitivity runs shall be conducted in order to adjust the model parameters and other options (e.g., bottom friction type, advection schemes). Repetition of the modeling and sensitivity runs shall inform on the impact and usefulness of the latter dataset in advancing the science (and art) of ecosystem modeling.

C.4.5 Community-based Monitoring

The Contractor shall conduct community-based monitoring. The goal of this component of the project is to monitor offshore subsistence hunting undertaken in the marine environment during the open water season, particularly of marine mammals (bowhead and beluga whales, walrus, seals, and possibly polar bears). It also will incorporate observational information about physical oceanographic conditions. Additionally, this component will document key social and economic attributes of hunter success. Self- reported information about offshore subsistence activities along the eastern Beaufort coast has been documented in Subsistence Mapping of Nuiqsut, Kaktovik, and Barrow (OCS Study Number 2009-003), but there is acute need for actual

monitoring of hunter tracks, observational data, and related information from hunters based in the Kaktovik and Tuktoyatuk villages. The voluntary participation of these host communities ultimately will depend upon local government entities' consent and continued endorsement of the study design and agreement reached about honoraria. It is anticipated that residents of Kaktovik will support such a research effort and be actively engaged with ethnographic fieldworkers in the conceptual design of fieldwork strategies, in the collection of relevant data, and in the review of research findings. BOEM encourages the Contractor to borrow from successful conceptual design of the long-term monitoring efforts under previous BOEM funded projects. The Contractor shall provide the following services related to this task:

- Community Engagement: secure participation and cooperation of Native hunter associations and individual hunters and whaling crews in this study and in the tasks of coordination and self-reporting;
- Data Collection: initiate and continue the annual assessment of marine subsistence hunting and whaling by Kaktovik and one community of hunters in the vicinity of Herschel Island during the open water season;
- Engage subsistence hunters to record search tracks on GPS units when hunting on sea ice using snow machines;
- Engage subsistence hunters to set and retrieve equipment (such as tide gauges) and take measurements of oceanographic conditions (currents, salinity, and temperature);
- Obtain social and economic data about the hunter to better contextualize hunter success;
- Analyze Data: analyze and summarize annual field data sufficient to identify and interpret notable changes in offshore hunting activities over time;

C.4.6 Program Management Support

The Contractor shall manage the overall project, headed by a Program Manager (PM) who is professionally capable and vested with sufficient authority to ensure the timely and competent accomplishment of all work required under this contract. The PM will be the primary point of contact between the BOEM Contracting Officer's Representative (COR) and the Principal Investigators and other contractor employees and subcontractors at both the contract and task order level. The PM will ultimately be responsible for all deliverables, budget control, quality assurance for all products, and adherence to the schedule of the research study. The PM shall insure that all personnel work synergistically and cooperatively for the common goal of the research study.

The Contractor shall provide program management services in support of the research activities that arise under individual task orders to include, but not limited to the following:

- Manages the technical aspects of the research study through regular communication with the Government
- Monitors project costs
- Coordinates prime and subcontractor technical support
- Assesses, mitigates, and manages risk
- Provides program and project management oversight related to all task orders issued for the duration of the contract
- Oversees the preparation of all reports and other deliverables required for the duration of

the contract

- Tracks project progress of all work at the task order level
- Briefs the Contracting Officer's Representative (COR)

C.4.7 Science Review Board (SRB) Participation

The Government will establish a Science Review Board (SRB) that shall provide independent, objective review and advice for the duration of the contract. The members shall be authoritative and knowledgeable in the areas of ecosystem dynamics, marine mammals, physical oceanography, coupled modeling (ocean, atmosphere, sea ice, biogeochemistry), social science, and traditional knowledge.

The SRB shall provide support services as an independent panel of leading authorities in their field of expertise whose role will be to provide advice to all parties involved in this research study, as specified in individual task orders.

The SRB shall offer advice with regard to the direction of the research study and attend Internet web-based teleconference meetings, as requested by the COR and the Contractor. The proposed members shall have achieved recognition by their peers because of their work and contributions in their field of expertise.

The SRB shall perform a third layer of peer-review throughout the duration of this research study (from study kickoff to completion and submission of the final report) to include when the Contractor and its team publishes updated understanding of the study area marine ecosystem in academic journals.

The chairperson of the SRB shall provide consolidated summaries of comments and advice offered by the SRB members for each document to the COR and the Contractor. The SRB may be called upon to travel and review various reports during the course of the research study, as identified in individual task orders. The SRB would typically meet twice a year, although many factors can affect this approximate timing.

C.5 TRAVEL

The Contractor will be required to travel during performance of the contract and will be reimbursed for actual, allowable, and reasonable travel costs incurred, exclusive of any fee, at the task order level. Travel will be reimbursed in accordance with the Federal Travel Regulation policy in effect at the time of travel.

References:

Carmack, E., and P. Wassmann (2006). Food webs and physical-biological coupling on pan-Arctic shelves: Unifying concepts and comprehensive perspectives, *Progress in Oceanography*, Volume 71, Pages 446-477

Carmack, E., F. Fiona McLaughlin, Towards recognition of physical and geochemical change in Subarctic and Arctic Seas, *Progress in Oceanography*, Volume 90, Issues 1–4, July–September 2011, Pages 90-104.

Wassmann, P., 2011, Arctic marine ecosystems in an era of rapid climate change, *Progress in Oceanography*, 90, 1-17.

Wassmann, P., and M. Reigstad, (2011). Future Arctic Ocean seasonal ice zones and implications for pelagic-benthic coupling, *Oceanography* 24(3), 220–231.

SECTION D PACKAGING AND MARKING

- **D.1** All deliverables submitted under the contract shall be prepared and packaged in a cost-effective manner equivalent to standard commercial quality. Elaborate art work, expensive paper and bindings are neither necessary nor desired.
- **D.2** Unless otherwise directed by the Contracting Officer (CO), all reports shall be delivered by First Class mail. The cost of delivery by more expensive means will be denied unless approval is obtained in advance from the CO.
- **D.3** All paper deliverables shall meet at least the minimum requirements for post-consumer recycled content, set forth in EPA's Comprehensive Procurement Guidelines.

SECTION E INSPECTION AND ACCEPTANCE

E.1 Availability of clauses. In accordance with FAR 52.252-2, this solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: FAR Clauses: www.acquisition.gov

CLAUSE TITLE

52.246-5 Inspection of Services—Cost Reimbursement (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

Inspection of the supplies/services provided hereunder shall be made by the Contracting Officer's Representative (COR) or any Inspectors designated by the Contracting Officer. The place of inspection of reports required under this contract shall be at the addresses for deliverables set forth in Section F of this contract. Final acceptance of supplies/services shall be made by the COR designated in Section F.6.

E.2.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this contract.

- Accuracy Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements All work products must satisfy the requirements of this contract.
- File Editing All text and diagrammatic files shall be editable by the Government.
- Format Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness Work Products shall be submitted on or before the due date specified in this contract or submitted in accordance with a later scheduled date determined by the Government.

E.3 QUALITY ASSURANCE

The COR or designated inspector, will review for completeness the preliminary or draft documentation that the Contractor submits, and may return it to the contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by the COR. The contractor shall not construe any letter of acknowledgement of receipt of material as a waiver of review, or as an acknowledgement that the material is in conformance with this contract. Any approval given during preparation of the documentation, or approval for shipment, shall not guarantee the final acceptance of the completed documentation.

SECTION F DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The IDIQ contract ordering period shall be from the date of contract award through 60 months. The period of performance for individual task orders may extend beyond the IDIQ contract ordering period. However, no new task orders may be issued once the IDIQ contract order period has expired. The period of performance for any single task order shall not exceed five (5) years in duration.

F.2 In accordance with FAR 52.252-2, the following clause is hereby incorporated by reference, with the same force and effect as if they were given in full text.

CLAUSE TITLE

52.242-15 Stop-Work Order (AUG 1989)

52.242-15 Stop-Work Order—Alternate I (APR 1984)

52.247-34 F.O.B. Destination (NOV 1991)

F.3 PLACE OF PERFORMANCE

The research study's focus is on the Beaufort Sea continental shelf and slope areas, including waters from the sea surface to the seafloor. Collaborative work may involve the northeastern Chukchi Sea. The Contractor shall be prepared to conduct observational data collection, modeling data acquisition and/or generation and ulterior analyses activities on computer resources at its own contractor's facilities unless otherwise designated at the task order level.

F.4 MEETINGS, REPORTS, AND OTHER DELIVERABLES

The following deliverables shall be submitted and meetings held in accordance with the schedule provided at the task order level. The Contractor is responsible for editing and proofreading all material in order to prepare products as error free as possible prior to their delivery to the BOEM. The Contractor shall submit all manuscripts intended for publication in journals and all abstracts or summaries prepared for oral presentations, based on this study, to the BOEM COR for review and comment prior to submittal to the journal or conference authority.

F.4.1 Mid-Term Review Meeting and Summary: The Contractor shall host a mid-term meeting at a place agreed to by BOEM within nine (9) months after completing the second Contract year. Participants in this meeting should at least include the Contractor and his/her team, BOEM Contract Management Team, the SRB, and collaborators from other studies. An important objective of this meeting is to evaluate the overall current progress of the study, incorporate modifications if needed to maximize information return and achieve the objectives and goals of this study. This meeting will also serve as one of the two SRB meetings in Year 3. The Contractor shall provide to all participants, at least two (2) weeks before the meeting, the following documents for review and discussion at this meeting: overview of research program,

problems and reasons, progress toward deliverables; expected products, timing, and data dissemination; hypotheses that shall guide the choice of data analyses, interpretation, and synthesis of the results; plans for the final report including schedule, topics, and authors. The Contractor shall prepare a summary of the meeting within three (3) weeks after the meeting with agreements, recommendations for changes or modifications to the Contract, and distribute to all participants. Any agreed to changes that might affect the contract are subject to approval in writing by the BOEM CO via a contract modification.

F.4.2 Cruise Plans: Prior to all at-sea efforts, the Contractor shall submit for COR approval, the cruise plan detailing the proposed logistics, purpose, and scope for upcoming cruises and other offshore operations, including:

- Vessels, submersibles, and other submergence facilities and estimated usage
- Instrumentation and tools to be used
- Scientific personnel and title
- Schedule
- Stations to be occupied
- Cruise tracks, mobilization and demobilization
- Weather (and other) contingencies

F.4.3 Cruise Reports: Following the end of each cruise or field effort, the Contractor shall submit a stand-alone cruise/field operations report outlining how time was used, the progress made, problems encountered, and a running description of the activities undertaken. Cruise Reports shall include:

- A running narrative of the cruise and results
- Scientific personnel participating
- Samples and data successfully retrieved and not successfully retrieved
- Listing of stations, dives, and purposes
- Notable downtime and reasons
- Unanticipated failures or loss of equipment, instrumentation, or tools
- Approximate cruise cost

F.4.4 Synthesis Report (Draft): The Contractor shall be responsible for preparation and submission of the Synthesis Report (Draft) produced by the Contractor's staff, Principal Investigators, and subcontractors. This report shall be prepared within the final Contract year. This report will conform to the specifications found at BOEM's web site (http://www.boem.gov/ESP-Report-Specifications-Print/). The Contractor shall contact the COR if any questions should arise in this respect. The Contractor shall not provide copies of this Report, nor any subsequent revisions prepared during the review process, nor data contained within, nor any portions thereof, to any parties not specifically designated in F.6, or as specified in individual task orders, prior to final acceptance by BOEM of the Final Report. The BOEM and designated reviewers, including SRB members, shall have forty-five (45) days to review the report and notify the Contractor of any required changes, corrections, or additions. The Final Report (Draft) shall be submitted as per the schedule included at the task order level. The

Contractor shall incorporate comments, recommendations, corrections, and suggestions into the final Synthesis Report.

- **F.4.5** Report Cover Graphics: The Contractor shall submit digital files using the format indicated in the report specifications for use as report cover graphics. These should be readily identified with the subject of the report. A paper reproduction shall be submitted with the draft report. With prior COR approval, the Contractor may submit a suitable illustration depicting the subject of the report (more than one (1) graphic may be submitted.)
- **F.4.6** Synthesis Report (Review Copy): The Contractor shall submit a second version of the Final Report following acceptance of the Draft version. This is referred to as the "Review Copy." The Review Copy will go through review by the COR and our Editorial Staff until deemed accepted by BOEM. This version shall be prepared as if it were the Final Report (i.e., with identical pagination, format, cover art, forward matter, figures, tables, etc.) All corrections shall be incorporated into the final Synthesis Report and submitted as a single-sided, unbound copy.
- F.4.7 Synthesis Report (Final): The Contractor shall incorporate any additional editorial requirements made by the BOEM editorial staff into the Synthesis Report (Final). This will be the third version of the Final Report. The Contractor shall deliver one (1) unbound copy and additional copies as specified at the task order level. The Contractor shall prepare the digital version of the Synthesis Report (Final) as a single file (prepared in PDF with bookmarks and database files). Digital and paper copies shall be submitted according to schedule specified at the task order level. Two (2) copies of the CD containing (on one disk, when possible) the Synthesis Report (Final) in MSWord and PDF versions, the Technical Summary (Final) in MSWord and PDF versions, and the Power Point Presentation shall be submitted. The remaining CDs will not have the Power Point Presentation. Source files for graphics must be included.
- **F.4.8 Technical Summary (Draft):** The Contractor shall prepare a technical summary of the Final Report within the final Contract year. The summary will be approximately two (2) pages in length with a format as indicated in Technical Summary Specifications found at BOEM's website. Strict adherence to the format is required. The digital file must be compatible with MS Word format.
- **F.4.9 Technical Summary (Final):** The Contractor shall incorporate the BOEM's comments, recommendations, corrections, and suggestions into the Technical Summary (Final). If a map is included digitally, no paper copies will be required. If the map is prepared in paper copy only, distribute paper copies as instructed at the task order level.
- **F.4.10 PowerPoint Presentation (Draft):** The Contractor shall prepare and submit a PowerPoint presentation (Draft) that portrays:
 - 1. Project objectives, design, and methods;
 - 2. Activities conducted during the course of Contract performance;
 - 3. Project results and interpretation.

Each slide shall contain the BOEM logo in the lower left-hand corner. This logo will be supplied

digitally by the COR. Charts, graphs, maps, etc. may be included as slides. The Contractor shall add notes to the PowerPoint file in the notes page of each slide in sufficient detail to stand alone as an independent description of the project. This will enable an informative presentation on the project using only the PowerPoint file.

- **F.4.11 PowerPoint Presentation (Final):** The Contactor shall prepare and submit the PowerPoint Presentation (Final) that incorporates changes, corrections, and additions identified during BOEM review of the PowerPoint Presentation (Draft).
- **F.4.12 Broadcast**—quality Documentary Videos: The Contractor will produce two short (5-20 min) broadcast—quality documentary videos depicting key aspects of the project. All videos shall contain footage acquired in the field and shall briefly describe the scope of the video in the larger context of the entire study and shall acknowledge the coordinated effort of all contributing partners (federal, state, tribal, foreign and private). The videos, for instance, could demonstrate how marine mammals are tagged and tracked and how that information is potentially used for decision making by some or all of the NOPP partners. The video shall also highlight the integrated-science aspect of this study and how the combination of information from several disciplines facilitates to comprehensively address different issues ranging from environmental protection to climate change monitoring. These are examples and the Contractor shall select the final themes for these videos based on the data and results available at the time of launching this task. The COR shall be consulted if questions would arise. The Management Task Order, which will be updated yearly, provides additional information on digital data requirements and specifications (digital videos included).
- **F.4.13 Correspondence:** All written correspondence pertaining to this Contract, whether prepared by, or received by the Contractor, shall have a courtesy copy (with attachments) sent to the COR, and according to the schedule specified at the task order level. This, of course, does not include messages to and from BOEM. All correspondence shall be clearly marked with the Contract number on the first page. Emails pertaining to this Contract shall include the contract number in the subject line.
- **F.4.14** Archive Disks of All Final Deliverables in Electronic Form: The Contractor shall submit on the final CD/DVD or CDs/DVDs for archival purposes, where the contents will fit: the final report and final technical summary in MSWord and PDF format, source figures, and the Power Point presentation. The label shall include report title, contract number, BOEM report number, Contractor name, and report date. As many CDs or DVDs shall be used in such a way that all deliverables completely fit in them. The handling of this digital information shall be in line with all specifications noted in the respective management task order which will be issued on a yearly basis.
- **F.4.15** Archiving of Datasets and Analysis Results: The Contractor shall provide all results and data in an acceptable format as detailed in the statement of work and in line with all specifications detailed in the appropriate Management Task Orders. All observational and model data, including those data used for validation, will also be submitted. This deliverable shall be completed after all QA/QC procedures are finalized including the analysis by the individual PI. The preferred format of the files shall be determined based on agreement between the COR and

the Contractor at the Post-Award meeting. Any changes in data formats during contract performance must be agreed upon in advance.

F.4.16 Annual NOPP Report: The Contractor shall be responsible for the annual report to the NOPP office. The report shall be submitted using the MS Word template in accordance with instructions to be provided via e-mail by the NOPP office, at the beginning of the first quarter of the Government's fiscal year (October). The report, at a minimum, shall include brief explanations of the goals, objectives, progress to date, results, and impacts in regard to contract performance, limited to five pages. Information from all partners on the project should be included in a single report. The report shall be submitted electronically as an attachment to an e-mail directly to the NOPP office by the indicated deadline with a copy to the COR, the CO, and Chief DES at the addresses provided in Section F.6 of the contract. These reports are posted on the NOPP website (www.nopp.org) and referenced in the NOPP Report to Congress at the close of each fiscal year. Inquiries regarding the NOPP report shall be directed to the address in block F.6 below.

F.5 SCHEDULE AND DISTRIBUTION OF DELIVERABLES

Deliverable products shall be submitted to the addresses shown in Section F.6 in accordance with the delivery schedule provided at the task order level. All deliverable products shall be provided in digital form and in hard copy when specified.

F.6 ADDRESSES FOR DELIVERABLES

Contracting Officer's Representative [COR] To be completed at time of award	Contracting Officer [CO] Lisa A. Algarin U.S. Department of the Interior Bureau of Safety and Environmental Enforcement Acquisition Operations Branch 381 Elden Street, MS HE 2306 Herndon, Virginia 20170-4817 Phone: 703-787-1120 lisa.algarin@bsee.gov
Chief, Division of Environmental Science [DES] U.S. Department of the Interior Bureau of Ocean Energy Management Division of Environmental Sciences 381 Elden Street Herndon, VA 20170-4817 EnvironmentalStudiesProgram2@boem.gov	National Oceanographic Partnership Program Office (NOPP) John Hollister 4100 N. Fairfax Drive, Suite 800 Arlington, VA 22203 John.Hollister@qinetiq-na.com.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE POINTS OF CONTACT

Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, administration of the Contract will require maximum coordination between the Government and the Contractor. The following information identifies the individuals responsible for this coordination:

G.1.1 Contracting Officer/Contract Administrator (CO/CA)

U.S. Department of the Interior Bureau of Safety and Environmental Enforcement Lisa A. Algarin 381 Elden Street, Herndon, VA 20170

Phone: 703-787-1120

Email: lisa.algarin@bsee.gov

G.1.2 Contracting Officer's Representative (COR)

[To be completed at time of award]

G.2 DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;

- (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or

upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

G.3 PROGRAM MANAGER

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this contract. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained herein.

The Contractor shall provide a Program Manager (PM) to facilitate Government-Contractor communications. The PM shall be the primary technical and managerial interface between the Contractor and CO and the COR. The Contractor's designated PM for this contract is:

[To be completed at time of award]

The Contractor's designated PM for this Contract shall have the authority to make any no-cost Contractual technical, hiring and dismissal decision, or special arrangements regarding this Contract.

The PM shall have full authority to act for the Contractor in the performance of the required services. The PM or a designated representative shall meet with the COR to discuss problem areas as they occur. The PM or designated representative shall respond within four hours after

notification of the existence of a problem. The PM and all designated representatives shall be able to fluently read, write, and speak the English language.

G.4 PAYMENTS

G.4.1 DIAPR 2011-4 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (APR 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

A detailed cost breakdown by cost element to include: all labor categories charged for the billing period with key personnel called out by name, number of hours, hourly rate, and total labor, current and cumulative; all applicable indirect costs with the rate (by percent) displayed; all other direct costs to include receipts for all travel and materials being charged; detailed billings from the subcontractors for all subcontract costs charged for the billing period; fee withholding tracked.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP tor submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

G.4.2 INVOICE FREQUENCY AND PAYMENTS

Invoices may be submitted on a monthly basis for costs incurred, in accordance with G.4.1.

G.5 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on

contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past

performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.
 - (f) The following guidelines apply concerning your use of the past performance evaluation:
 - (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are

unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than <u>seven</u> days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORITY TO ISSUE ORDERS

Bureau of Safety and Environmental Enforcement (BSEE) Contracting Officers are authorized to issue orders hereunder, on behalf of the Bureau of Ocean Energy Management (BOEM).

H.2 ORDERING PROCEDURES

- (a) It is anticipated that task orders will be negotiated on a cost-plus-fixed-fee basis (CPFF).
- (b) Orders will be awarded using the following streamlined procedures:
- (1) The Government will issue a letter Request for Proposal (RFP) to include a Statement of Work (SOW) describing the specific work, data deliverables required, and an anticipated period of performance. The RFP letter will also include an estimate of the anticipated level-of-effort for the work, based on the requirements of the SOW. It will be developed utilizing the contractor's direct and indirect rate information negotiated in the base contract award, and as updated throughout the contract ordering period.
- (2) The contractor will be solicited with the RFP letter via email that will request either a concurrence with the estimate for the work required, which would constitute a negotiated agreement, or the submission of a detailed proposal, within a specified number of days.
- (3) The proposal for each task order shall address the contractor's technical approach to the Government's requirement and a detailed cost breakdown by cost element reflecting direct labor, indirect costs and the applicable indirect rates, all other direct costs, and the applicable fixed fee based on the negotiated fee rate in the base contract.
- (4) The acceptance of the Government's estimate or the negotiation and acceptance of the counter-proposal will be the basis for the establishment of the task order CPFF estimate.
- (c) The Contracting Officer may make deviations to this process due to unique circumstances as determined on individual requirements, in accordance with FAR Subpart 16.5.

H.3 TECHNICAL DIRECTION

(a) Performance of the work on individual task orders under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with Department of the Interior Regulation (DIAR) 1401.405. 'Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and

requirements in Section C of this contract. The COR duties described in the clause at Section G.1 Authorities and Delegations, of this contract are applicable to this contract.

- (b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COR at the task order level.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and the Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

H.4 ADVERTISING OF AWARD

(a) The Contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply the product or services provided is endorsed, preferred,

or is considered superior to other products or services by the Department of the Interior (DOI), Bureau of Ocean Energy Management (BOEM). This includes advertising, or similar promotions in all forms or electronic, broadcast and print media.

(b) In addition, the Contractor is restricted from reproducing the image(s) of the DOI/BOEM in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

H.5 NOTICE REGARDING LATE DELIVERY/DELAYED PERFORMANCE

- (a) In the event the Contractor anticipates difficulty in meeting performance requirements, or when it anticipates difficulty in complying with any delivery schedule contained in individual task orders issued under the contract, or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the task order, the Contractor shall immediately notify the CO and the COR in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any task order delivery schedule, or date or any rights or remedies provided by law under the contract.
- (b) If the Contractor fails to respond in a timely manner to any portion of the task order requirements, delay will be attributed to the Contractor.
- (c) If the Government delays performance of any task order issued under this contract, the period of performance and/or price may be revised upon mutual agreement between the Government and the Contractor

H.6 KEY PERSONNEL

The following individuals are considered to be essential key personnel to the work being performed under this contract:

NAME

POSITION

TO BE COMPLETED AT TIME OF AWARD

H.7 SUBSTITUTION OF PERSONNEL

- (a) The Contractor agrees to assign those persons identified under paragraph H.3 above, and who are necessary to fulfill the requirements of the contract as key personnel. No substitutions shall be made except in accordance with this clause.
- (b) Personnel considered essential ("key personnel") to the work performed under the contract shall be mutually agreed upon by the contractor and the Government and will be specified in the contract. During the first 90 calendar days of the contract, the Contractor shall make no

substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. Prior to removing, replacing or diverting any of the specified individuals, the Contractor shall promptly notify the CO and provide the information required below:

- (c) All proposed substitutions shall be submitted to the CO for approval at least 15 calendar days in advance of the proposed effective date (unless substitution is necessitated by sudden illness, death, or termination of employment in which case notice shall be within five (5) calendar days of the effective date) and must provide the information as stated herein.
- (d) All requests for substitutions shall be in writing unless otherwise agreed to by the CO and shall include a complete resume for the proposed substitute and any other information required by the CO to permit effective evaluation of the proposed substitution's qualifications.
- (e) Requests for substitution of "key personnel" above must also provide a detailed explanation of the circumstances necessitating it and sufficient information for the CO to evaluate the impact of the substitution on contract performance.

H.8 CONTRACTOR CONFLICT OF INTEREST

- (a) It is the policy of the Department of the Interior to avoid contract awards which could result in or create conflicts of interest, whether actual or apparent. Such a situation could occur in the instance when the contractor or any subcontractors or teaming arrangement partners have business, financial, real property, mineral rights, or other interests, as well as professional activities that create conflicting roles which could potentially bias a contractor's judgment or result in unfair competitive advantage to the contractor, and thus impede the government's objective to obtain an impartial, technically sound and objective performance of this contract.
- (b) Any proposal submitted in response to this request for proposals must identify any actual or potential conflict of interest described in paragraph (a) and include a Conflict of Interest Mitigation Plan if the contractor believes such persons or entities are indispensible to its proposal. The Government's approval of any proposed Conflict of Interest Mitigation Plan shall be at the sole discretion of the Contracting Officer.
- (c) Absent a written approval of a Conflict of Interest Mitigation Plan from the Contracting Officer, the Contractor, or any of its officers, representatives, employees, sub-contractors, or teaming arrangement members, shall not be involved in any situation during the performance of this contract which may result in conflicts as contemplated in paragraph (a) above. Failure to comply with this provision may be cause for termination for default.
- (d) The contractor shall disclose, upon discovery, any interest which may develop after contract award that may result in a conflict as contemplated in paragraph (a) above. Failure to comply with this provision may be cause for termination of this award for default.
- (e) The contractor shall include this clause, including this paragraph in all subcontracts and consultant agreements; however, subcontractors and consultants shall be directed to send any

mitigation plan to the contractor who shall then inform the Contracting Officer.

(f) The contractor, its employees, subcontractors and teaming arrangement partners, shall not engage in any communication regarding any aspect of performance of this contract with any person or entity described in paragraph (a) above without express permission from the Contracting Officer. Failure to comply with this provision may be cause for termination of this award for default.

H.9 DISCLOSURE OF DATA

- (a) The Contractor will be authorized to issue news releases and to reproduce, publish, and disseminate data first produced in contractual performance, but not until after written approval is obtained from the Contracting Officer. Sponsorship by the Bureau of Ocean Energy Management (BOEM) shall be acknowledged in all such cases by the Contractor.
- (b) To the extent that performance requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or to third parties, the Contractor shall treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information unless specifically authorized by the Contracting Officer or by the third party in writing. The Contractor shall provide a copy of the third party's written authorization to the Contracting Officer.
- (c) The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain; and
- (2) Information which at some time after its receipt by the Contractor becomes part of the public domain through no fault of the Contractor.
- (d) Raw data collected or generated during the performance of this contract shall not be released to anyone without the written approval of the Contracting Officer.
- (e) Unclassified environmental data and environmental-science information produced, sponsored, collected, or obtained (by domestic or foreign exchange, purchase, or gift) by Federal or federally supported activities are public property. It is, therefore, the policy of the Department of the Interior and the BOEM to make available these environmental data and environmental-science information on the basis of exchange, loan, or sale at cost.

H.10 SECTION 508 OF THE REHABILITATION ACT

Section 508 of the Rehabilitation Act of 1973 (found at 29 U.S.C. 794d) requires access to and use of information by individuals with disabilities. A deliverable such as electronic reports (ex: PDF files) to be placed on the web (either on the agency's web server of the company's), video footage, or other electronic data such as CD-ROMs to be distributed, are subject to Section 508 guidelines. Simplified, this means that PDF files need to be formatted so that they are "readable"

by assistive technology devices such as screen readers. Video footage must be closed captioned. CD-ROMs which contain HTML, PDF, or word processor files must be accessible.

H.11 PRINTING

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of the contract) in connection with the performance of work under this contract provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 and ½ x 11 inches, one side only, one color.

H.12 STATEMENT OF DISCLAIMER

- (a) The Contractor shall place the appropriate disclaimer clause on the first printed page of the draft final report and the final report related to any task order issued under this contract.
- (1) <u>Draft Final Report</u>. "This draft report has not been reviewed by the Bureau of Ocean Energy Management (BOEM), nor has it been approved for publication. Approval, when given, does not signify that the contents necessarily reflect the views and policies of the Bureau, nor does mention of the trade names or commercial products constitute endorsement or recommendation for use."
- (2) <u>Final Report</u>. "This report has been reviewed by the BOEM and approved for publication. Approval does not signify that the contents necessarily reflect the views and policies of the Bureau, nor does mention of the trade names or commercial products constitute endorsement or recommendation for use."
- (b) <u>Acknowledgment of Sponsorship.</u> In addition to the above information, the Contractor shall acknowledge Federal sponsorship in the draft and final reports by placing the followings statement on the title page of both reports:

"Study concept, oversight, and funding were pr	ovided by the U.S. Department of the
Interior, Bureau of Ocean Energy Management	, Environmental Studies Program,
Washington, DC under Contract Number	,"

H.13 REQUIRED APPROVALS

- (a) If this contract is with a commercial organization, the CO designation of the allowability of costs, required by the contract clause in Section I, entitled "Allowable Cost and Payment," FAR 52.216-7 shall be based on the cost principles and procedures stated in Subpart 31.2 of the FAR in effect on the date of this contract and on the terms of this contract.
- (b) If this contract is with an educational institution, the CO's determination of the allowability of costs, required by the contract clause in Section I, entitled "Allowable Cost and Payment," shall be based on the cost principles and procedures stated in Subpart 31.3 of the FAR in effect

on the date of this contract and on the terms of this contract. Subpart 31.3 incorporated Office of Management and Budget (OMB) Circular No. A-21 and any revisions in effect on the date of this contract.

- (c) If this contract is with a State of local Government or a Federally recognized Indian Tribal Government, the CO's determination of the allowability of costs, required by the contract clause in Section I, entitled "Allowable Cost an Payment," shall be based on the cost principles and procedures stated in Subpart 31.6 of the FAR in effect on the date of this contract and on the terms of this contract. Subpart 31.6 incorporates OMB Circular No. A-87 and any revisions in effect on the date of this contract.
- (d) If this contract is with a nonprofit organization, the CO's determination of the allowability of costs, required by the contract clause in Section I, entitled "Allowable Cost and Payment," shall be based on the cost principles and procedures stated in Subpart 31.7 of the FAR in effect on the date of this contract and on the terms of this contract. Subpart 31.7 incorporates OMB Circular No. A-122 and any revisions in effect on the date of this contract.
- (e) The Contractor is expected to be aware of all requirement stated in the appropriate Subpart of FAR or OMB Circular cited above regarding advance justification and disclosure of the basis of pricing selected cost items and for requesting the CO's determination of reasonableness or consent to the costs.
- (f) Send all letters requesting the CO's consent; proposed subcontractors, consultant agreements, or lease agreements; proposed new releases, publications in journals, or other information concerning data required by this contract and proposed for public disclosure to the Government's assigned CO. One (1) copy of each letter or other item indicated above must be sent simultaneously to the designated COR.

H.14 DATA USE, DISCLOSURE OF INFORMATION, AND HANDLING OF SENSITIVE INFORMATION

The contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The contractor shall provide information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer (CO).

If government information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission of the CO may not use such information for any other purpose.

If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein. Each employee shall sign the non-disclosure agreement form as provided at Attachment 1, and the contractor shall submit the signed form to the CO prior to the employee's information access. Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the CO.

The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor. All data received, processed, evaluated, loaded, and/or created as a result of this task order shall remain the sole property of the Government unless specific exception is granted by the CO.

H.15 TITLE OF MATERIAL

Title to all reports, slides, tapes, file disks and other items pertaining to the work performed under this contract shall remain with the Government upon completion. The Contractor shall transfer all materials to the Government with complete copyrights developed under this contract. These rights shall allow the Government to freely use the subject materials at any time, through any method of projection, transmission or distribution.

H.16 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver Freight on Board (Fob) Destination, or dispose all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.17 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this effort shall be made without the prior written approval of the Contracting Officer.

SECTION I CONTRACT CLAUSES

I.1 Availability of clauses. In accordance with FAR 52.252-2, 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. The designated clauses are incorporated as they appear in the FAR on the date of this contract, notwithstanding the date referenced. Also, the full text of a clause may be accessed electronically at these addresses: FAR Clauses: www.acquisition.gov

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52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
	Anti-Kickback Procedures (MAY 2014)
	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
	Contractor Code of Business Ethics and Conduct (APR 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of
	Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors
	Debarred, Suspended, or Proposed for Debarment (AUG 2013)
52.209-09	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.210-1	Market Research (APR 2011)
52.215-2	Audit and RecordsNegotiation (OCT 2010)
52.215-8	Order of PrecedenceUniform Contract Format (OCT 1997)
	Price Reduction for Defective Cost or Pricing Data (AUG 2011)
	Subcontractor Certified Cost or Pricing Data (OCT 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
	Pension Adjustments and Asset Reversions (OCT 2010)
	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than
	Pensions (JUL 2005)
	Notification of Ownership Changes (OCT 1997)
	Requirements for Certified Cost or Pricing Data and Data Other than Certified
	Cost or Pricing Data (OCT 2010)
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.216-7	Allowable Cost and Payment (JUN 2013)

CLAUSE TITLE

- 52.216-8 Fixed Fee (JUN 2011)
- 52.216-18 Ordering (OCT 1995)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
- 52.219-8 Utilization of Small Business Concerns (MAY 2014)
- 52.219-9 Small Business Subcontracting Plan (JUL 2013)
- 52.219-9 Small Business Subcontracting Plan- Alternate II (OCT 2001)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-2 Payment for Overtime Premiums (JAN 1990)
 [...overtime premium does not exceed \$0...]
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-37 Employment Reports on Veterans (SEP 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (AUG 2013)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-14 Rights in Data—General (MAY 2014)
- 52.227-14 Rights in Data---General---Alternate I (DEC 2007)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.228-7 Insurance--Liability to Third Persons (MAR 1996)
- 52.230-2 Cost Accounting Standards (MAY 2014)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (MAY 2014)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-25 Prompt Payment (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (MAY 2014)
- 52.233-1 Disputes--Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)

CLAUSE TITLE

52.233-3 Protest After Award—Alternate I (JUN 1985) 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004) 52.242-1 Notice of Intent to Disallow Costs (APR 1984) 52.242-3 Penalties for Unallowable Costs (MAY 2014) Certification of Final Indirect Costs (JAN 1997) 52.242-4 52.242-13 Bankruptcy (JUL 1995) 52.243-2 Changes—Cost-Reimbursement (AUG 1987) 52.243-2 Changes—Cost-Reimbursement—Alternate I (APR 1984) 52.244-2 Subcontracts (OCT 2010) [(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: 52.244-2 Subcontract—Alternate I (JUN 2007) 52.244-5 Competition in Subcontracting (DEC 1996) 52.244-6 Subcontracts for Commercial Items (MAY 2014) 52.246-25 Limitation of Liability--Services (FEB 1997) 52.249-6 Termination (Cost-Reimbursement) (MAY 2004) 52.249-14 Excusable Delays (APR 1984) 52.253-1 Computer Generated Forms (JAN 1991)

I.2 The contract clauses set forth in the following paragraphs of the Department of the Interior Acquisition Regulation (DIAR) are incorporated in this contract with the same force and effect as though set forth herein in full text. The designated clauses are incorporated as they appear in the DIAR on the date of this contract, notwithstanding the date referenced. Also, the full text of any clause may be accessed electronically at this address: www.doi.gov/pam/aindex.html

<u>CLAUSE</u> <u>TITLE</u>

1452.203-70 Restriction on Endorsements--DOI (JUL 1996) 1452.204-70 Release of Claims--DOI (JUL 1996) 1452.215-70 Examination of Records by the DOI (APR 1984)

I.3 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR1984)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$15,000,000.00;
- (2) Any order for a combination of items in excess of \$25,000,000.00; or
- (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

provided, that	the Contractor s	hall not be requ	uired to mak	ke any delive	eries under this	contract
after the expir	ation date of the	contract.				

SECTION J LIST OF ATTACHMENTS

Please see http://www.boem.gov/Environmental-Studies-Program-Report-Specifications/ for Specifications for Reports, Specifications for Mission Statements, Specifications for Machine-Readable Deliverables and the Federal Register Air Quality Rule.

Attachment 1: Past Experience/Past Performance Reference Information Form (TO BE COMPLETED AND SUBMITTED WITH THE PROPOSAL)	2 pages
Attachment 2: Contractor Employee Non-Disclosure Agreement (TO BE COMPLETED AT THE TIME OF AWARD)	1 page
Attachment 3: Sample Task Order 1	14 pages
Attachment 4: Sample Task Order 2	7 pages
Attachment 5: Appendix A	4 pages

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.
- (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (d) applies.
- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

The acquisition is to be made under the simplified acquisition procedures in Part 13;

The solicitation is a request for technical proposals under two-step sealed bidding procedures; or The solicitation is for utility services for which rates are set by law or regulation.

<u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

<u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.

<u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

Are not set aside for small business concerns;

Exceed the simplified acquisition threshold; and

Are for contracts that will be performed in the United States or its outlying areas.

52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

- <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- <u>52.214-14</u>, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at <u>52.223-2</u>,

Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

- <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- <u>52.225-4</u>, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

If the acquisition value is less than \$25,000, the basic provision applies.

If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

- <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to—

Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-

- 23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
- (i) 52.219-22, Small Disadvantaged Business Status.
 (A) Basic.
 (B) Alternate I.
 (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to
- Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

 (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to
- (iv) <u>52.222-52</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- __(v) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- __ (vi) <u>52.227-6</u>, Royalty Information.
- __ (A) Basic.
- _(B) Alternate I.
- __ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR CLAUSE # TITLE DATE CHANGE

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

K.2 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
 - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. "Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
 - (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

K.3 DIAPR 2012-05 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UPPAID FEDERAL TAX LIABILITY (FEB 2012)

- (a) In accordance with sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by the Act may be used to enter into a contract with any corporation that —
- (1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) 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, where the awarding agency is aware of the unpaid 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.

 (b) The Offeror certifies that —
- (1) It is [] is not [] a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;
- (2) 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 agreement with the authority responsible for collecting the tax liability.

K.4 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, having the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

PROVISION TITLE

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (DEC 2012)

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, having the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

PROVISION TITLE

52.204-7	System for Award Management (JUL 2013)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in U.S. Currency (APR 1991)
52.215-1	Instructions to Offerors-Competitive Acquisition (JAN 2004)
52.215-16	Facilities Capital Cost of Money (JUN 2003)
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort
	(OCT 2009)
52.216-27	Single or Multiple Awards (OCT 1995)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a single award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with Cost-Plus-Fixed-Fee (CPFF) line items for task orders resulting from this solicitation.

L.3 DIAR 1452.233-2 – SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of the Interior
Bureau of Safety and Environmental Enforcement
Acquisition Operations Branch
381 Elden Street, Mailstop HE-2306
Herndon, VA 20170

Attn: Lisa A. Algarin, Contracting Officer

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

L.4 DIAR 1452.215-71, USE AND DISCLOSURE OF PROPOSAL INFORMATION (APR 1984)

- (a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552) the following terms shall have the meaning set forth below:
- (1) "Trade Secret" means an unpatented, secret commercially valuable plan, appliance, formula, or process which is used for the making, preparing, compounding, treating or processing of articles or materials which are trade commodities.
- (2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure that may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."
- (b) If the offeror, or its subcontractor(s) believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) the offeror shall identify such information as follows:

"The information specifically identified in pages (insert page nos.) of this proposal constitutes trade secrets or confidential commercial and financial information, which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

- (d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, (ii) and if the same information is obtained from another source without restriction it may be used without restriction.
- (e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial

information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.5 FORMAL COMMUNICATION – REQUEST FOR CLARIFICATION(S) OR QUESTIONS RELATED TO THIS SOLICITATION

- (a) All requests for RFP clarifications are *due by 12:00 p.m. Eastern Time, June 20, 2014*. All requests for clarification must be submitted in writing via email to Lisa A. Algarin, at lisa.algarin@BSEE.gov. You must include the RFP number, M14PS00023 in the subject line of your email.
- (b) Requests transmitted via facsimile (fax) will not be accepted. Responses to the clarification requests are expected to be provided to the Contractor within approximately one week from the due date stated above.
- (c) Should any request for clarifications be received after the date stated above, the Government reserves the right to <u>not</u> provide an answer. If, however, in the Government's opinion, the request for clarification cites an issue of significant importance, the Government may provide written responses to all Offerors. Please note, questions and comments will not be protected, by the Government, as proprietary.

L.6 DEADLINE FOR SUBMISSION OF PROPOSALS

(a) Written proposals must be received on or before 2:00 p.m. Eastern Time, August 5, 2014. Proposals must be submitted in hard copy. Please note it is the Offeror's responsibility to ensure/verify that BOEM receives their submissions on or before the date and time specified in the RFP. If the proposal is not received by BOEM on or before the date and time specified, the Offeror's submission will be considered late. The address designated for receipt of proposals is:

Department of the Interior Bureau of Safety and Environmental Enforcement (BSEE) Acquisition Operations Branch 381 Elden St., MS HE 2306 Herndon, VA 20170-4817 Attn: Lisa A. Algarin

Attn: Lisa A. Algarin Phone: 703-787-1120

- (c) Please note that BSEE-Herndon is located in a secure building. If offers are hand delivered, please ensure that the courier is instructed to check in at the Guard desk located in the rear of the building and ask to call the person identified above or the main phone number, 703-787-1070. A staff member will meet the courier to receive the submittal.
- (d) All packages containing submissions shall be labeled and sealed as if for mailing, and the following information shall be marked on the outside:
 - (1) Request for Proposal number M14PS00023;
 - (2) Date and time specified for receipt;
 - (3) Name and address of Offeror; and;
 - (4) Name of the BSEE point of contact (Lisa A. Algarin at 703-787-1120)
- (e) When submissions are hand carried or delivered by courier service, or express delivery service (i.e. Federal Express, DHL, etc.) the Offeror assumes full responsibility for ensuring allocation of enough time to gain access to the BSEE staff in accordance with these instructions and your submission by the time and date specified herein. As stated above, please be advised that it is the Offeror's responsibility to assure that BSEE receives your submission on or before the specified due date and time. Please note timelines of receipt of any submission will be determined by the time received in the Acquisition Operations Branch, Herndon, Virginia.

L.7 PROPOSAL FORMAT

- (a) In accordance with NOPP procedures and in the spirit of complete partnerships, <u>team efforts</u> <u>are required</u> among at least two of the following three sectors: Academia; Industry (including Non-Governmental Organizations- NGOs), and Government (including State, Local and Tribal). Proposals that do not include partnering with at least two of these sectors <u>will be ineligible for award</u>.
- (b) The proposal package must include two *separate volumes*: (1) Technical Volume and (2) Business/Cost Volume in accordance with the instructions contained in this solicitation. Both volumes must be submitted with one (1) original and seven (7) hard copies each for a total of eight (8). An electronic copy of each proposal volume (on 4 CD-ROMs-2 for each volume) shall be provided in Microsoft Word and/or Microsoft Excel format.
- (c) The failure to submit any of the information requested in this solicitation may lead to the rejection of your proposal without further discussion. Any proposal that offers less than the total required effort will not be considered.

(d) This solicitation in no way obligates the Government to issue or award a contract. The Government will not be responsible for any costs incurred by responding to this solicitation or subsequent task orders.

L.7.1 TECHNICAL PROPOSAL

The technical proposal volume is <u>limited to 25 pages</u>. The page limitation excludes the following documents: proposal cover page, appendices for curriculum vitae/qualifications of key personnel, letters of commitment, the Project Management Plan (PMP) (including the Data Management Plan), the Past Performance/Past Experience forms, the technical proposals for each sample task order, and the Subcontracting Plan, if applicable. Any pages in excess of those specified will not be evaluated. No material may be incorporated by reference to circumvent the page limitation.

Your submission must use black ink in 12-point font, single-spaced, double-sided, on white 8.5 x 11 inch paper. A double-sided page, where in printing is on both sides of the page, shall count as two pages. Page margins must be one inch at the top, bottom, and each side. Headers, footers, and page numbering may be outside the 1-inch margin, but not less than a .5 inch margin. Headers, footers, tables, figures, and page numbering may be in 10-point or 12-point font. Any pages larger than 8.5 x 11 inches shall be considered two pages.

The topics for the technical proposal are described below. Sections L.7.1.1 through L.7.1.4 apply to the IDIQ contract and Section L.7.1.5 applies to the sample task orders:

L.7.1.1 Technical Approach

The Offeror shall describe in detail its technical understanding, approach, and ability to accomplish each of the task areas outlined in the IDIQ Statement of Work (SOW), Section C, and all of the following technical objectives:

- Hypotheses and rationale related to ecosystem dynamics and monitoring which includes the physical, chemical, biological and human dimensions and involves both observational and modeling approaches.
- Ability to build on historical information as well as its ability to coordinate and collaborate with other on-going studies in the Beaufort Sea and vicinity and how connectivity issues, internal and external to the Beaufort Sea.
- Success of proposed methods for reaching the objectives listed in Section C in particular and in addressing the Government's needs in general.

The Offeror shall demonstrate a full understanding of the degree of difficulty in successfully accomplishing this effort. This discussion shall include identification of potential problems that could hamper this research study, and the plans to address them with suggested solutions, from a technical perspective.

L.7.1.2 Management Approach

The Offeror shall submit a comprehensive management approach for managing the IDIQ SOW, Section C. The management approach should discuss how the Offeror will provide for maximum flexibility to innovatively and cost-effectively manage the project schedule, performance, risks, subcontracts, and data to support the project objectives.

The management approach shall describe and demonstrate the Offeror's ability in the following areas:

Team Composition:

- Assemble a highly qualified team to meet the requirements of the IDIQ SOW.
- Identify and assign a Program Management team of key personnel, providing curriculum vitae (CV) for the Program Manager, Principal Investigator(s), and all other key personnel, and letters of commitment, as applicable (limit the length of each CV to two (2) pages), with relevant expertise in the thematic area in which they are being proposed in the SOW.
- Describe the relevant responsibilities of each team member (prime and subcontractors) as it involves the implementation of the proposed observational and modeling approaches to reach the study's objectives, related data analyses, and authorship of the study report, supporting all functional areas for the duration of the contract.

Project Execution:

- Describe and discuss a framework of the plans and procedures for managing the overall contract and discuss the organization of the project team and plans for monitoring the activities of all project personnel.
- Describe the means of providing clear visibility into the project's schedule, performance, and risk, and the project's coordination demands.
- Describe the employment of sound methodologies to manage cost and a strong commitment to cost savings.
- Explain how timely completion of the contributions of the subcontractors and/or consultant will be ensured.
- Describe facilities available within your team that would support all the requirements of the SOW, including the type, i.e. laboratory, workshop, unique test equipment.

Problem Solving and Communication Methods:

- Describe methods for solving management problems.
- Describe effective and consistent means to communicate issues and implement corrective actions among the project team members to include communication with BOEM.

L.7.1.3 Sample Task Orders

The Offeror shall describe their understanding of the objectives and performance considerations of both of the Sample Task Orders (TO) (see Section J, Attachments 3 and 4). The following information shall be provided for both Sample TOs:

- Describe your practical application of the processes, procedures, and approaches they provided in section L.7.1.1, towards each Sample Task Order.
- Fully describe and discuss in detail your understanding of and technical approach to the full range of tasks identified in the Sample TO SOW within the required schedule.
- Identify potential problems and proposed solutions or plans to avoid or minimize the risks in accomplishing the full range of tasks identified in the SOW.
- Provide a matrix showing labor hours on all key and support personnel by task who would be assigned key roles in performance of each Sample TO. The Labor Matrix must clearly show the labor hours allocated for each of the tasks specified for each Sample TO SOW so that the reviewers can clearly see the level of effort to be assigned to these tasks and the totals displayed at the end of every row and column, as appropriate (no cost data shall be shown in the technical proposal). Principal investigators involved in all phases of the project, including the authors of the various sections or chapters in required reports must be included by name if they have been designated as key personnel.

• SPECIFIC TO SAMPLE TASK ORDER 1:

- o Develop a formal management plan that discusses the plans for managing all task orders issued during the duration of the contract
- o Discuss your plans for scheduling each phase of the project and timely completion of each task; and the organization of the project team and plans for monitoring the activities of all project personnel
- o Describe the schedules for any subcontractor or consultant work, and explain how timely completion of the TOs will be accomplished
- o Describe the procedures for monitoring all aspects of the requirements of each TO

L.7.1.4 Past Performance

Offeror shall provide information on at least three, but no more than five, previous Government contracts it performed recently (in-progress or completed within the last three years) that are relevant to the requirements of this solicitation. If the offeror has not had three Government contracts within the last three years, it may submit information on relevant Government subcontracts and/or commercial contracts instead. Relevant past performance is performance which is similar in terms of size, scope and complexity to the requirements of this solicitation. Offerors who describe similar contracts and subcontracts to this solicitation should provide: (1) a detailed explanation demonstrating the similarity of the contracts to the requirements of this solicitation; (2) a detailed description of the work performed for the contract; (3) the role performed, including whether the offeror acted as a prime Contractor or a Subcontractor; and (4) points of contact for the Contractor's customer. Offerors may also submit past performance information regarding predecessor companies, key personnel who have performed under relevant contracts, and Subcontractors that will perform major or critical aspects of the requirement as a past performance submission(s).

Offerors shall submit this information with their offer in the format at Attachment 1 (Past Performance Data). Failure to submit the completed attachment shall be considered certification that the Contractor has no past performance for similar services for the Government to evaluate.

The Government reserves the right to consider other relevant past performance information and does not assume the duty to cure any problems it finds in the information provided by the offeror – the burden of providing thorough and/or complete past performance information remains with the offeror.

L.7.2 BUSINESS/COST PROPOSAL

- (a) The Business/Cost Proposal shall be a separate volume from the technical proposal. It shall be submitted in accordance with the instruction identified in Section L.6, Deadline for Submission of Proposals, at the same time as the technical proposal. Cost and/or price evaluations of the Sample Task Orders will be used by the Contracting Officer to determine cost reasonableness and realism, as well as your understanding of the work and potential for successfully performing the contract. There is no page limitation for the business/cost proposal submission.
- (b) The business/cost proposal shall include a statement of intention to comply with the Statement of Work and a statement of intention to comply with all the terms and conditions of the contract. The business/cost proposal shall also include a statement affirming that the Contractor is registered in the System for Award Management (SAM) at www.sam.gov, and that the registration is up to date.
- (c) A completed and signed Standard Form (SF) 33, "Solicitation, Offer and Award", page 1 of the solicitation, to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation, and a signed copy of all amendments. The Offeror must complete block 12 of the SF 33, indicating the proposal validity period.
- (d) The Offeror shall provide proof in their proposal that their company accounting system has been approved in accordance with the Federal Acquisition Regulations, FAR Part 31, "Contract Cost Principles and Procedures" and the supporting documentation to substantiate this claim, in addition to the following information:
 - (1) Indicate the date the contracting entity was organized.
- (2) Indicate whether the organization is a separate entity, a division, or subsidiary corporation. If it is a division or subsidiary corporation, provide the name and address of the parent company.
- (3) Indicate whether or not the organization's accounting system has been approved by any Government Agency (such as the Defense Contract Audit Agency); if so, state the name and location of cognizant audit agency, the name and telephone number of cognizant auditor, and the types of government contracts for which the organization's accounting system has been approved. A copy of the most recent audit report should be included if available. Offerors lacking Government-approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with cognizant Federal agencies or who have been audited by the Defense Contract Audit Agency (DCAA) shall submit one copy of such document, if applicable.

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- (e) The Offeror's business/cost proposal must be clear, accurate, complete, and reflect a realistic and reasonable approach to the project. The burden of proof of credibility of the proposed costs and prices rests with the Offeror. The Offeror must also submit the following detailed information to support the proposed cost of each Sample Task Order, developed as a cost-plus-fixed-fee contract type, as part of the business/cost proposal. NOTE: The estimated level-of-effort for Sample Task Order 1 is \$400,000.00 and for Sample Task Order 2 is \$650,000.00.
- (1) A Labor Matrix that clearly shows the labor hours and tasks allocated to each of the task areas specified in the Statement of Work of each Sample Task Order so that reviewers can clearly see the level of effort to be assigned to these tasks, with the totals displayed at the end of every row and column, as appropriate.
- (2) A Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual or average hourly rate. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rates, such as overhead and G&A, and their applicable cost bases.
- (3) The amount proposed for travel, subsistence, and local transportation supported with a breakdown which includes: number of trips anticipated, number of person(s) scheduled for travel, cost per trip per person, destination(s) proposed, mode of transportation, estimated amounts for air fare and mileage allowance if privately owned or rental vehicles will be used.
- (4) Cost breakdown of materials and other direct costs including duplication/ reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.
- (5) The proposed fee (dollar amount and percentage) for each Sample Task Order shall be included that shall specify the base upon which the fee percentage is applied. There shall be no profit or fee on travel.
- (6) Detailed data concerning proposed consultants and/or subcontractors costs should include the following:
 - Names of consultant(s) and/or consultants to be engaged.
 - Daily fees to be paid to each consultant and/or subcontractor.
 - Estimated number of days of consulting services.
 - Consulting/subcontracting agreements entered into with the Offeror, or copies of invoices submitted by consultant(s)/subcontractor(s) for similar services previously provided to the Offeror.
 - Rationale for acceptance of costs.
- (7) Offeror shall briefly describe organizational policies in the following areas (published policies may be furnished):

- Salary increases to include merit, cost of living and general.
- Travel/subsistence.
- Consultant use and terms of agreements.

L.10 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Offerors must submit all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation, clearly identified in the Business/Cost Proposal volume of the proposal. If not noted in this section of your proposal, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's proposal.

L.11 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation document in anticipation of receiving direct reimbursement from the Government; the Government will not reimburse for proposal preparation.

This solicitation and resulting contract shall not cover charges for any items which are not specifically provided for by this solicitation. The Offeror is cautioned that if it provides services/supplies not specifically covered during the performance of this contract, regardless of who requested them (including the COR); payment will not be made. Again, the only person authorized to create financial obligations on behalf of the Government is the Contracting Officer.

L.12 PROPOSAL VALIDITY PERIOD

Proposals offering less than 120 calendar days for acceptance of their proposals by the government may be rejected. The time shall be calculated from the date designated for the receipt of offers.

L.13 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of the Interior (DOI) Deviation (48 CFR Chapter 1401) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M EVALUATION FACTORS FOR COMPETITIVE AWARD

M.1 GENERAL INSTRUCTIONS

Proposals shall be prepared in accordance with and comply with the instructions in Section L. The Technical Proposal will be evaluated separately from the Business/Cost Proposal. Each proposal will be evaluated against the evaluation factors listed under paragraph M.4 below.

This acquisition is being conducted in conjunction with the National Oceanographic Partnership Program (NOPP). Through NOPP, the public and private sectors are brought together to support larger, more comprehensive projects to promote sharing of resources and to foster community-wide innovative advances in ocean science, technology and education. More information about NOPP can be found on the NOPP website at www.nopp.org.

M.2 DISCUSSIONS/AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award without discussions, so it is in your best interest to include your most favorable terms in your initial submission. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their submissions if needed.

As stated above the Government reserves the right to make an award without discussions, except for clarifications as described herein. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the RFP, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such Offeror is determined to be the best value for this effort.

Clarifications are limited exchanges with Offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, Offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

M.3 BASIS FOR CONTRACT AWARD

Contract award shall be made to the responsible Offeror, whose acceptable offer conforming to this RFP, provides the best value to the Government based on technical evaluation factors, with cost and/or price considered. Technical evaluation factors as a whole are more important than cost; however, since it is in the best interest of the Government to consider award to other than the lowest priced Offeror, or other than the highest technically rated Offeror, the Government will use a tradeoff source selection approach to determine the proposal that represents the best value to the Government.

The Government reserves the right not to make an award as a result of this competition, if in the opinion of the Government none of the submissions would provide satisfactory performance at a cost that is considered fair and reasonable and/or economically feasible.

M.4 COMPETITIVE PROPOSAL EVALUATION

The Government anticipates awarding a contract resulting from this solicitation to the responsible offeror whose offer, conforming to this solicitation, will be the most advantageous to the Government, cost and/or price considered.

In addition to the evaluation process described below, proposals will undergo a peer-review process consisting of a minimum of three (3) individuals representing expertise in the relevant disciplines, selected by the NOPP office, in conjunction with the BOEM program office and may include individuals from private industry. All peer-review members will be required to sign a confidentiality agreement. Input received from these peer-review members will be used for informational purposes by the BOEM Technical Proposal Evaluation Committee.

In accordance with NOPP procedures stated in Section L.7(a), proposals that do not include partnering among at least two of the following three sectors: Academia; Industry (including Non-Governmental Organizations- NGOs); Government (including State, Local and Tribal); will be ineligible for award.

Each Offeror's written proposal will be evaluated according to the criteria shown below. In making the best value determination, the source selection authority will consider the following order of importance: Factors A, B, and C are of equal importance and more important than Factor D; Sub-factors listed under each factor are of equal importance to each other. The technical review will consist of a determination and analysis of strengths, weaknesses, deficiencies and risks associated with each technical proposal.

M.4.1 TECHNICAL EVALUATION CRITERIA

The following evaluation factors and sub-factors will be utilized by the Government when evaluating proposals:

Factor A: Technical Approach

The Government will evaluate the Offeror's Technical Approach and assess the extent to which the Offeror has demonstrated the following:

Sub-factor 1: The technical understanding, approach, and ability to accomplish each of the task areas outlined in the IDIQ Statement of Work (SOW), Section C, and all of the following technical objectives:

- Hypotheses and rationale related to ecosystem dynamics which includes the physical, chemical, biological and human dimensions and involves both observational and modeling approaches.
- Ability to build on historical information as well as its ability to coordinate and

- collaborate with other on-going studies in the Beaufort Sea and vicinity and how connectivity issues, internal and external to the Beaufort Sea, will be addressed.
- Success of proposed methods for reaching the objectives listed in Section C in particular and in addressing the Government's needs in general.

Sub-factor 2: A full understanding of the degree of difficulty in successfully accomplishing the effort to include identification of potential problems that could hamper this research study, and the plans to address these problems with suggested solutions, from a technical perspective.

Factor B: Management Approach

The Government will evaluate the Offeror's management approach and assess the extent to which the Offeror has demonstrated a comprehensive approach for managing the IDIQ SOW in the following areas:

Sub-factor 1: Team Composition:

- Demonstrated the assemblage of a highly qualified team to meet the requirements of the IDIQ SOW.
- Identified and assigned a project management team of key personnel, providing curriculum vitae (CV) for the Program Manager, Principal Investigator(s), and all other key personnel, and letters of commitment, as applicable (limit the length of each CV to two (2) pages), with relevant expertise in the thematic area in which they are being proposed in the SOW.
- Described the relevant responsibilities of each team member (prime and subcontractors) as it involves the implementation of the proposed observational and modeling approaches to reach the study's objectives, related data analyses, and authorship of the study report, supporting all functional areas for the duration of the contract.

Sub-factor 2: Project Execution:

- Described and discussed a framework of the plans and procedures for managing the overall contract and discussed the organization of the project team and plans for monitoring the activities of all project personnel.
- Described the means of providing clear visibility into the project's schedule, performance, and risk, and the project's coordination demands.
- Described the employment of sound methodologies to manage cost and a strong commitment to cost savings.
- Explained how timely completion of the contributions of the subcontractors and/or consultant will be ensured.
- Described facilities available within the team that would support all the requirements of the SOW, including the type, i.e., laboratory, workshop, unique test equipment.

Sub-factor 3: Problem Solving and Communication Methods:

Described methods for solving management problems.

 Described effective and consistent means to communicate issues and implement corrective actions among the project team members to include communication with BOEM

Factor C: Sample Task Orders

The Government will evaluate the Offeror's understanding of the objectives and performance considerations of both Sample Task Orders (TO). The Government will assess the extent to which the Offeror has demonstrated the following information:

Sub-factor 1: Sample Task Order 1: Management Support Services

- Understanding of and technical approach to the full range of tasks identified in the Sample TO SOW within the required schedule.
- Identifying potential problems and proposed solutions or plans to avoid or minimize the risks in accomplishing the full range of tasks identified in the SOW.
- Completeness and adequacy of the matrix showing labor hours on all key and support personnel by task (no cost data shall be shown) who would be assigned key roles in performance of the Sample TO; whether the matrix shows the labor hours allocated for each of the tasks specified in the Sample TO SOW so that the reviewers can clearly see the level of effort to be assigned to these tasks; whether the matrix clearly describes the principal investigators involved in all phases of the project, including the authors of the various sections or chapters in required reports must be included by name if they have been designated as key personnel.
- Adequacy of a formal program management plan that discusses the plans for managing all TOs issued during the duration of the contract that describes:
 - o The plans for scheduling each TO and timely completion of each task; and the organization of the project team and plans for monitoring the activities of all project personnel.
 - o The schedule for any subcontractor or consultant work, and an explanation of how timely completion of their contributions to the TOs will be ensured.
 - o The procedures for monitoring all aspects of the requirements of each TO.

Sub-factor 2: Sample Task Order 2: Pilot Program: Marine Mammals Component

- Understanding of and technical approach to the full range of tasks identified in the Sample TO SOW within the required schedule.
- Identifying potential problems and proposed solutions or plans to avoid or minimize the risks in accomplishing the full range of tasks identified in the SOW.
- Completeness and adequacy of the matrix showing labor hours on all key and support personnel by task (no cost data shall be shown) who would be assigned key roles in performance of each Sample TO; whether the matrix shows the labor hours allocated for each of the tasks specified in the Sample TO SOW so that the reviewers can clearly see the level of effort to be assigned to these tasks; whether the matrix clearly describes the principal investigators involved in all phases of the project, including the authors of the various sections or chapters in required reports must be included by name if they have been designated as key personnel.

Factor D: Past Performance

The past performance evaluation will examine the extent to which the Offeror's past performance demonstrates its capability and capacity to successfully perform the requirements of this solicitation. In assessing relevance of past performance, the Government will consider relevant contracts as those contracts that are ongoing or completed within the last three (3) years having comparable level of size, scope, and complexity to the requirements of the solicitation. The Government will evaluate Past Performance by assessing the following:

Sub-factor 1: Evaluation of the history of developing and delivering high quality services/products in the areas described in the RFP (or areas similar to those described in the work statement) to large-scale organizations, especially those primarily Governmental in nature (such as State, local, or Federal Government entities).

Sub-factor 2: Evaluation of fulfillment of contract requirements and technical excellence. This includes meeting or exceeding past contract requirements, use of appropriate personnel, timeliness of offeror against the schedule of deliverables, and demonstrated technical excellence.

Sub-factor 3: Evaluation of cost control, business relations, management of key personnel, utilization of small business and other areas as applicable.

The Government reserves the right to obtain and utilize information from sources other than those identified by the Offeror, such as contractor past performance information that is collected and reported in the Government's specified automated past performance information collection systems. Lack of relevant past performance, or lack of sufficient past performance information, will result in the assignment of a neutral rating. A neutral rating indicates neither a favorable nor unfavorable evaluation for this factor.

Past performance information on work for State and local Governments, private sector clients, and subcontracts that is similar to the requirements of this solicitation will be considered along with similar Federal contracts. Offerors may submit information on key management personnel, major subcontractors, and work performed as part of a team or joint venture, and other previous reincarnation of its current organization. References shall only be made to work done by the applicable segment of the firm (division, group, and unit) and not the firm in general. If past performance as a subcontractor is submitted, the Offeror shall describe only its work under the subcontract, not the entire scope of work as performed by the prime contractor.

M.4.2 COST AND FEE EVALUATION CRITERION

The business/cost proposal will be evaluated separately from the technical proposal. Evaluators will consider whether the costs adequately reflect an understanding of the project.

Offerors are placed on notice that any proposal which is unrealistic in terms of technical approach or unrealistically low in cost(s) may be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the contract requirement and may be grounds for the rejection of the proposal.

The Offeror is expected to propose a reasonable cost. An evaluation of each Offeror's business/cost proposal will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements and is consistent with the technical proposal.

Cost estimates will be evaluated to determine the Offeror's understanding of the project (whether the proposed costs are realistic and appropriate to the effort proposed) and ability to organize and perform the contract. At contract award, the negotiated fee must be within the limits prescribed by law and agency procedure and also appropriate to the work to be performed. It is the Department of the Interior's policy to use a structured approach for determining the fee objective in contracts such as this that require cost analysis (DIAR Subpart 1415.9).

ATTACHMENT 1 - PAST EXPERIENCE/PAST PERFORMANCE REFERENCE INFORMATION FORM

1. Complete name of Government agency, commercial firm, or other organization		
2. Complete address		
3. Contract number or other reference	4. Date of contract	
5. Date work was begun	6. Date work was completed	
7. Estimated contract price	8. Final amount invoiced or amount invoiced to date	
9a. Technical point of contact (name, title, address, telephone no. and email address)	9b. Contracting or purchasing point of contact (name, title, address, telephone no. and email address)	
10. Location of work (country, state or province, cou	inty, city)	
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by the BOEM). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)		
12. Current status of contract (choose one): Work continuing, on schedule Work continuing, behind schedule Work completed, no further action pending or unde Work completed, routine administrative action pen Work completed, claims negotiations pending or un Work completed, litigation pending or underway	ding or underway	

Instructions for Completing the Experience/Reference Information Sheet

- Item 1. Insert the complete name the Government Agency, commercial firm or other organization for whom the work was performed.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer.
- Item 4 Insert the date on which the contract came into existence.
- Item 5 Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed. If work is ongoing insert the date of contract expiration.
- Item 7 Insert the total estimated contract price or value.
- Item 8 Insert the final sum of all invoices, or the sum of all invoices to date.
- Item 9a. Insert the name, title, address, telephone no., and email address (if available) of the program or project manager or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, address, telephone no., and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 10. Insert the location(s) where the work was performed.
- Item 11. Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for quotations. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken to take to correct any shortcomings in your performance.

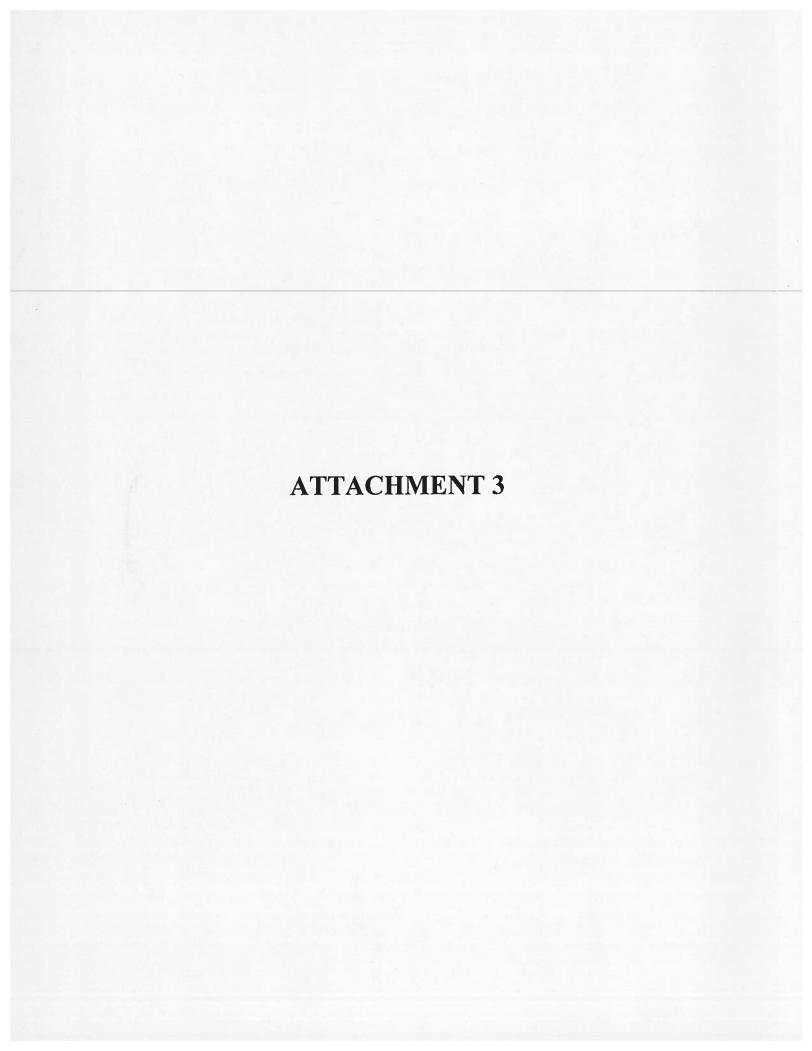
ATTACHMENT 2 - CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

It is understood that as part of my official duties under Contract No. (insert contract no.), I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as an official Government contractor, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, strategies and any other information that may be deemed sensitive.

I further certify that I will use proprietary business information only for official purposes in the performance of Contract No. (insert contract no.), and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any contractual information, including, but not limited to, proprietary information, trade secrets, financial data, and technical proposals which will be presented to me by the Government Contracting Officer or other Government Official. I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under (insert contract no.).

Name (Please Print)	
Company Name	
Signature	
Date	



SAMPLE TASK ORDER 1

Statement of Work Management Support Services

1.0 INTRODUCTION

The U.S. Department of the Interior, Bureau of Ocean Energy Management (BOEM), Office of Environmental Programs requires the Contractor to provide the technical and scientific support services for the requirements of this Task Order (TO). The work to be performed under this TO falls within sections C.4.6 and C.4.7 of the scope of work of the basic contract, M14PCXXXXX for the research study titled "Marine Arctic Ecosystem Study (MARES)-Ecosystem Dynamics and Monitoring of the Beaufort Sea: An integrated-science approach".

2.0 OBJECTIVES

The objective of this TO is for the Contractor to provide management oversight for all task orders issued against the base contract which includes but is not limited to, project and data management, project coordination, scientific review board participation, and its activities, and meeting facilitation.

3.0 SCOPE OF WORK

The Contractor shall perform all work as outlined in the following task areas:

4.0 TASK AREAS

4.1 Post-award Meeting

The Contractor shall attend a Post-Award Meeting with BOEM and representatives from the funding agencies and industry at BOEM's Headquarters office in Herndon or at its offices in Anchorage, AK (or at another place as agreed upon by all parties) within 30 days of contract award. This location shall be chosen in such a way to minimize travel expenses for the study. Participants in this meeting should at least include the Contractor's Program Manager and his/her selected team members, BOEM Contract Management Team, and representatives from the funding partners. At the Post-Award Meeting, the Program Management Plan (PMP) shall be reviewed and, if any, remaining technical or managerial issues shall be resolved. In addition, the Contractor shall be prepared to discuss the work plan for Task Order 2. An agenda for the postaward meeting will be provided by the COR at least ten (10) days before the meeting to allow for review and feedback. Within two (2) weeks following the post-award meeting, the Contractor shall prepare and distribute a summary detailing the discussions and any mutually agreed to decisions. No changes to the scope of this study shall made by the Contractor or its team unless there is written approval from the Contracting Officer (CO). At the post-award meeting the Contractor shall inform the government of a tentative date and location for the coordination meeting, which shall be included in the agenda for the post-award meeting.

4.2 Coordination Meeting

The Contractor shall organize and lead a coordination meeting that shall address all relevant topics needed to efficiently advance the study towards its objectives while following established timelines and setting new ones when necessary. The issue of contingencies and alternate plans shall be discussed and agreed by all parties involved in this study. Leveraging with ongoing and/or upcoming efforts shall be one of the main topics in the agenda. The Contractor shall invite researchers from other studies/programs to attend in person (preferably) or remotely, to coordinate sharing of resources, e.g., equipment and engineering needed shiptime, data, personnel, and any other related issues that the Contractor deems necessary in order to successfully reach the MARES objectives.

During this meeting the Program Manager shall address both internal and external coordination aspects including but not limited to: coordination of different components of MARES, and externally with other studies/projects not part of MARES, respectively. Challenges and opportunities shall be identified for the next steps, while plans to deal with both shall be established.

The meeting should take place at a location that minimizes travel for all attendees including researchers, federal, industry and local tribal members. The number of in-person attendees shall not exceed twenty five (25); however, federal employees are not counted toward this but are encouraged to attend. Teleconferencing (including the option of videoconferencing for those attending remotely) shall be available for remote attendees and this includes a phone line, webcams and a webinar-type system in case electronic presentations are displayed. Coordination among the different researchers, coordination with ONR's Sea State studies, as well as coordination with other ongoing efforts shall be refined, beyond what was presented in the original proposal. Consultation with local communities on the methods of community based monitoring and incorporation of traditional knowledge shall be part of this study from inception. The government and industry partners encourage early contact and coordination with different tribal organizations [e.g., these would represent the Native Village of Barrow (http://www.nvbnsn.gov/), Alaska Eskimo Whaling Commission (main offices located in Barrow), the Eskimo Walrus Commission (main offices located in Nome), and the Alaska Beluga Whale Committee (main offices located in Kotzebue)], as well as centers established in academic institutions, state of Alaska programs and individuals.

The Program Manager shall invite researchers from other ongoing and/or upcoming research initiatives in order to coordinate and leverage resources as well as representatives of the new interagency Task Force on Ocean Exploration and Undersea Research Technology and Infrastructure (TFORT). One of TFORT's objectives is to advance new and emerging technologies for ocean exploration and related research that is of interest to the participating agencies. TFORT may assist in identifying other potential funding sources for advances that meet high priority and/or multi-agency ocean exploration and research technology goals. The point of contact for TFORT is Karen Kohanowich, Karen.kohanowich@noaa.gov, 301-734-1003. TFORT complies with the directives of Public Law 111-11, Title XII-Oceans, Subtitle A-Ocean Exploration, Part I, Exploration, Section 12004 (33 USC 3404).

The Contractor and his/her team shall keep themselves informed with emerging scientific findings and questions that might arise during the course of this study. The coordination meeting is only one forum where to address these emerging questions and findings. In particular, they shall become familiar with the recommendations emanated from the SOAR (Synthesis of Arctic Research, BOEM 2012-031) and NPRB's PACMARS efforts and coordinate with their existing and/or upcoming programs, especially those in the Chukchi Sea. The Contractor shall include a statement of intent to coordinate with any NPRB funded activities at all possible levels, e.g., planning of the sampling and/or observational strategies, leveraging of resources and sharing of data and preliminary findings. The point of contact at NPRB is Danielle Dickson, Danielle.Dickson@nprb.org, (907) 644-6716. This coordination also extends to any other research activities taking place in neighboring Seas, e.g., Canadian Beaufort, Chukchi Sea, that the proposers might consider relevant in order to produce a more comprehensive description and understanding of the physical environment and living resources. This shall be accomplished in consultation with the SRB either at one of the two annual meetings or via phone anytime during weekdays and regular business hours.

In the event that further coordination efforts would be needed after the coordination meeting, the Contractor would be able to take advantage of the biannual SRB meetings, and/or video/teleconferences and/or annually held meetings and conferences such as the Alaska Marine Science Symposium in Anchorage, and the AGU Fall Meeting in San Francisco among others.

The Contractor shall inform the COR on the location and date of the coordination meeting within one month after the post-award meeting. This shall also include a draft agenda. The Contractor shall hold the meeting within three (3) months after the post-award meeting. A final agenda, call in information and webinar address shall be sent to the COR and all parties no later than one (1) week prior to the coordination meeting.

The Contractor shall promptly inform (as early as possible) all potential attendees of the meeting location, dates and times and draft agenda. The contractor shall make lodging reservations for all attendees including reservations (block lodging reservations), meeting room, audiovisual equipment including internet access, tele- and video-conferencing and every other aspect necessary to successfully accomplish the meeting objectives. The venue for the coordination meeting shall be selected minimizing travel expenditures based on where the Contractor and his/her team reside.

The Contractor shall address all items in the agenda during the meeting which shall last no more than three days. During the meeting the Contractor shall arrange for his/her staff to take notes and enter a summary of them in the meeting's minutes. A draft of the meeting minutes shall be sent to all attendees for comment within two (2) week after finalizing the coordination meeting. The final version of the coordination meeting minutes shall be sent to all (in person and remote) attendees no more than three (3) weeks after completion of the coordination meeting.

The Contractor shall deliver a draft version of the coordination meeting minutes detailing the location/venue of the meeting, date and times. The minutes, which shall be regarded as the coordination meeting report, shall also include the name and affiliation of all attendees (inperson and remote attendees), a topical summary of the conversations held, whether these conversations were in the agenda or not.

The minutes shall also include any decisions made with respect to the MARES timing, equipment, scope, collaborations developed or tentatively agreed, coordination with other field programs, logistics, upcoming needs, problems encountered, action/s required from BOEM, etc. A list of challenges and opportunities identified and/or addressed shall be included as well as any actions made or that are planned to be made with regards to those challenges and opportunities. The minutes shall conclude with a list of Action Items and a summary of the next steps. The minutes shall be distributed via electronic mail (email).

4.3 Scientific Review Board (SRB) Participation

The SRB members will participate in up to two (2) meetings per year and review progress and final reports. The SRB will be available for consultation via phone and email at any point in time during the performance of this task order. Videoconferencing shall be made available by the Contractor (at his/her facilities) for SRB members choosing to participate remotely. Figure 1 illustrates the general organization of the MARES partnership including the roles of the SRB. The SRB shall be notified of the date, location and other logistics pertaining to the coordination meeting.

The Contractor shall be responsible for planning and organizing every biannual SRB meeting as well as delivering draft and final agenda (draft and final minutes) before (and after) each of these meetings. The venue for these meetings shall be the Contractor's facilities (or at a location agreed between the Contractor and BOEM's CO). However, for the first SRB meeting, a different venue could be selected in such a way that its location minimizes travel for all attendees. The Contractor shall provide videoconferencing capabilities (hardware and software), audiovisual equipment, phone lines, high-speed internet connection, and sitting capacity for all confirmed attendees. Each SRB meeting should last no more than one (1) day with the exception of the mid-term SRB meeting that could last up to two (2) days. Depending on the topics to be addressed at each SRB meeting, it's not required that all members of the SRB panel attend every meeting.

4.4 Program and Data Management

4.4.1 Program Management

The Contractor's Program Management Plan (PMP) shall discuss the management of MARES from a program perspective, in addition the overall management of projects under individual task orders as they arise. This plan shall include a Program Manager (PM) with sufficient authority to serve as the Contract Administrator, the point of contact with the BOEM and its partners, and provide leadership to the research study Team. The PM will ultimately be responsible for all deliverables, budget control, quality assurance for all products, compliance and adherence with schedule of the study, and that all personnel work synergistically and cooperatively for the common goal of the study. The PMP shall also include description of a Data Management Plan (DMP), as described in the next section.

The Contractor shall discuss its plan for ship usage (if any) which should take place well in advance of the field seasons discussed in the base contract.

4.4.2 Data Management

The Contractor shall follow a Data Management Plan (DMP) for this research study that shall include procedures to handle observational and model data, Quality Assurance/Quality Control (QA/QC) procedures, dissemination and distribution protocols, and archival procedures. A designated Data Manager shall manage the DMP to verify compliance by all Principal Investigators (PIs) and consult with the COR in the case that changes are needed. All changes to the DMP methods and procedure should be recorded to maintain an up to date DMP. The Contractor shall submit geo-referenced and tabular data using standards stated below and recorded in the DMP. After all QA/QC procedures have been completed, and the final data and products have been delivered to respective repositories and the BOEM COR, the final version of the DMP will be submitted to the COR as part of the project close out.

If graphic files (including photographs) are to be included in the reports, they shall be of suitable quality for copying. These shall be submitted in digital (JPEG) format, with a minimum resolution of 300 dpi for color images and all others (black and white, grayscale) at 600 dpi. This digital requirement includes all tables, charts, graphs, and figures not prepared in MSWord, as well as photographs.

The Contractor shall deliver a metadata record detailing all major collection efforts and archival repository contributions. The metadata records shall conform to the ISO 19115 family of standards recently endorsed by Federal Geographic Data Committee (FGDC) or to any format that supersedes it as determined by the FGDC: http://www.fgdc.gov/metadata/csdgm. Profiles and extensions to the standard that have been endorsed by the FGDC shall be used if they are applicable to the data or data products. The metadata records shall contain any and all elements, including those that are considered optional, wherever applicable to the data or data product. The metadata record shall contain sufficient detail to ensure the data or data product can be discovered and properly attributed, and that the modes of data access and public dissemination are fully and accurately identified. The metadata records will be subject to review and approval prior to final acceptance by the Government.

The Contractor shall deliver research quality data using a format conforming with the latest community standards. Specifically, the model, satellite, and instrument observation data should be written as NetCDF 4 or HDF 5 file formats, with a data granularity that captures the most amount of detail about the original measurement/modeling methodology, while also complying as much as possible with the content standards of the latest Climate and Forecast (CF) conventions. All other data with geographic information and referencing shall be written to non-proprietary GIS data formats, such as geoTIFF and shapefile format. However, NetCDF4 Classic with CF 1.6 conventions is preferred as an alternative to other GIS formats, because it is software independent and portable. These data shall be delivered as collections of files in the respective preservation formats with associated ISO 19115/19139 metadata describing the collection contents. Databases images, file formats, and database dumps that require specific software to reconstruct and use the data are acceptable as part of the data deliverables, but they are not sufficient on their own but could be provided as a supplement to the preservable and non-proprietary data formats listed above.

The Contractor shall not mail originals without prior backups. These files are proprietary and shall not be used by the Contractor for any purpose other than specified, unless authorized in

writing by the CO, and must be secured at all times. When distributed, the Contractor shall include language to the data recipient that ensures that the data are not distributed further, and in accordance with Section H.12 of the base contract.

4.4.3 Data Administration and Utilization

The Contractor shall implement a data administration system to ensure evidence of data possession and control. The Contractor shall ensure the proper formatting and reporting of all data and the distribution of data, as required, to study participants and PIs of other ongoing BOEM studies. The data must be retrievable, as necessary or desirable, for any future analysis.

The Contractor shall utilize a data inventory control system to monitor study progress, identify gaps in the information acquired, and suggest additional processing requirements. The inventory control procedures shall enable the Contractor to document data availability, data reduction, and data analysis at each reporting period.

The Contractor shall provide a method for the safe storage and easy retrieval of all acquired data (including imagery), analyses and results, photographs, and videotapes. The Contractor shall ensure that no loss of information occurs in any processing step taking place prior to archiving. The Program Manager (PM) shall inventory the data and verify the presence of any and all necessary documentation prior to archiving. Original data shall be copied as early as possible and original copies shall never be mailed until at least one verified copy has been made. The Contractor shall retain a copy of the information collection logs and information delivered to the BOEM for a period of one year from the Contract completion date.

4.4.4 BOEM Data and Results Archiving Submission

The Contractor shall submit digital copies of all final results and data used in their analysis. The Contractor shall provide all observational and model data using the standards and data formats outlined above. All field observational and laboratory data (including calibration logs, instrument test results) datasets and model output will also be submitted. This deliverable shall be completed after all QA/QC procedures are finalized including the analysis by the Contractor. The preferred format for data not covered in previous sections above shall be determined based on an agreement between the COR and the Contractor at the Post-Award meeting. Any changes in data formats during the contract period of performance must be agreed upon in advance by the Government and the Contractor. The Contractor shall be responsible for the submission of the Contract data to the BOEM in digital format according to the schedule provided in other documents of this procurement package.

4.4.5 Archiving

The Contractor shall provide a method for the safe storage and easy retrieval of all acquired data, photographs, and videotapes. The Contractor shall ensure that no loss of information occurs in any processing step taking place prior to archiving. The Contractor shall inventory the data and verify the presence of any and all necessary documentation prior to archiving. All digital imagery shall be duplicated and kept separate as soon as practical after obtaining.

Biological invertebrate samples, if collected, will eventually be transferred to the Smithsonian National Museum of Natural History for permanent archival. The Contractor shall store all organisms for the duration of the study or dispose or archive them as directed by the BOEM. Representative individuals shall be retained as voucher specimens to be deposited in the U.S. National Museum, Smithsonian Institution in Washington, D.C. or elsewhere as instructed by the BOEM Contracting Officer. The Contractor shall contact the BOEM COR and Smithsonian representative within sixty (60) days of contract award to get further details regarding preservation, storage and packaging requirements for invertebrate voucher specimens (if any collected).

4.4.6 Data and Metadata

The Contractor shall manage data throughout its life cycle, which includes data collection, digital encoding, QA/QC, dissemination, and archiving. At various stages of the data life cycle, data will be referenced and/or deposited in a variety of locations contingent on developing protocols and current status. Marine data management infrastructure enables sharing of marine biodiversity inventories, assists in monitoring and evaluation of change, enables more accurate risk assessment and predictive modeling, and is vital to understanding ecological relationships in the oceans. Guidelines for data and metadata management are outlined below and can be further specified in consultation with the COR.

Data collected from sensor platforms, such as moorings, weather stations, and gliders should be managed using the latest technology and community standards. Metadata should include instrument and deployment information such as sensor serial number, make, and model; and methods of instrument testing such as factory calibration, laboratory parameter calibration, and shipboard calibration. Sensor data should be processed to the best scientific quality, and this processing methodology should be captured as metadata. All this information should be managed together so the metadata and best scientific quality data are easily accessed and associated, and so all project partners have the ability to use information in an adaptive sampling mode, and in an analysis mode after the research is completed for their respective research purposes.

Sensor and biological data should be publicly disseminated by packaging the best scientific quality data and metadata into a single comprehensive data format, and if necessary re-processed into data products for conformance to the latest community standards. Disseminations of the data and metadata should occur at intervals appropriate for community use of the data as defined by the US-IOOS program, including real-time dissemination of data for wired and telemetry platforms (using Data Assembly Centers such as the National Glider Network), and real-time dissemination of deployment metadata for all other instruments (using a resource such as the Alaska Ocean Observing System asset map). This dissemination shall be documented by the contractor in all corresponding biannual reports and in the final reports noting the type and amount of data, dates of transfer, and data recipient. All instrument data and metadata shall be publicly disseminated 90 days post data-recovery to ensure the broadest use of this information across the Federal research community. Finally, after a protracted period of QA/QC of the project data, all instrument data shall be submitted to the National Oceanographic Data Center (NODC). Data archiving should be completed within the life cycle of the research project, using whatever time-line and migration mechanism is stated in the DMP. As of May 2014, the

community standard for instrumented oceanographic data is the NetCDF 4 Classic format using Climate and Forecast 1.6 Conventions and the Attribute Conventions for Dataset Discovery. For more information on these oceanographic community standards, please refer to the National Oceanographic Data Center NetCDF Templates guidelines at:

http://www.nodc.noaa.gov/data/formats/netcdf/. Further, the National Glider Network has specified a Real-Time, Time-Series Feature type to format glider trajectory data, which is available at: https://github.com/IOOSProfilingGliders. Biological data shall also be made available for Biodiversity data aggregators such as the Ocean Biogeographic Information System-USA (OBIS-USA), hosted by the USGS. OBIS-USA is meant to fill the open datasharing, portal role, providing comprehensive data coverage for U.S. and global marine regions. OBIS-USA manages the US marine contribution to International OBIS database, and in turn US contributions to the Global Biodiversity Information Infrastructure (GBIF). Hence, it is vital that all relevant data be registered with US IOOS and OBIS-USA and be widely disseminated and archived in appropriate databases. The main archival center for this study shall be the NODC while other complementary nodes shall also be considered, e.g., the Arctic Ocean Diversity node at the University of Alaska at Fairbanks, the SEAMAP node at Duke University. The DMP should precisely specify how the biological data will be managed in order to facilitate coordination with these database entities. The project must register with the OBIS-USA early in the research planning, and work to incorporate guidelines for data management into the Data Management Plan to ensure the most current protocols and latest data standards are followed.

All other scientific data and information, including the social science data, shall be managed according to the methods and practices agreed to by the COR prior to any data collection and outlined in the DMP. It may be the case that data collection and data management methods change in response to on the ground conditions or unplanned research developments. The DMP must itself be managed throughout the project period in consultation with the COR, and a final plan be submitted to the COR at the end of the period of performance.

4.4.7 Coordination Activities

The Contractor shall coordinate with other ongoing and/or upcoming research activities, which are not part of this study, and when this coordination would facilitate and/or efficientize reaching the MARES objectives outlined in the base contract.

In coordinating and planning the field program, the Contractor might consider adaptation of existing sampling approaches, e.g., Mourre and Alvarez (2012) for diving gliders, and/or Meinig et al. (2012) for surface gliders operating in the Beaufort Sea. Offerors are encouraged to contact Dr. Scott Harper (703-696-4721, scott.l.harper@navy.mil) to discuss early findings and/or coordination matters with the ONR's 'Sea State' research initiatives as well as any other initiatives that the ONR would be developing in the near future.

The ONR 'Sea State' research initiative is a 5-year project that will begin in FY14. It is an investigation of the consequences of the opening of the Arctic Ocean for sea state, the penetration of waves and swell into the pack ice and the retreat of the ice cover, and the fluxes of heat and moisture from the ocean to the atmosphere. Preparations for a major field program in summer 2015 in the Beaufort and/or Chukchi seas are underway.

Coordination with other efforts is welcomed, encouraged and expected. The sampling strategy shall also consider available and soon-to-be available technologies and their capabilities and limitations. The Contractor may consider using one or more than one type of glider for different parts of the shelf (e.g., inner, outer) and under ice operations. Glider-mounted Acoustic Doppler Current Profilers (ADCPs) shall be used to gather high-resolution current data. The Contractor shall clearly explain how the glider velocity (with respect to the seafloor) will be computed in order to obtain the speed and direction of ocean currents. The USCG, an additional expected Federal partner in this study, shall be contacted for logistic guidance, coordination, support and potential access to their vessels in the Alaskan Arctic. Their vessels have different operability, cost and availability. Some small cutters might be available at no cost. The Contractor is encouraged to contact Jonathan Berkson (Jonathan.M.Berkson@uscg.mil, 202-372-1534) for the most updated vessel and aircraft availability information.

Field observations in the western Beaufort Sea shall be planned (and an attempt made) to gather CTD measurements (and potentially other variables) in the Distributed Biological Observatory (DBO) area 5 (http://www.arctic.noaa.gov/dbo/index.html). The Contractor shall coordinate with DBO managers about its observational plans. The coordination of this data exchange shall be specified in the DMP. Coordination and plans to interact with the Alaska Ocean Observing System, especially to provide data for inclusion in the AOOS data system, shall also be clearly described in the proposals and documented in reports once they take place (www.aoos.org). Approaches for synthetic analyses, and the data management services required to do so, need to be identified prior to field work and collaborative analysis and report preparation supported post field season.

Coordination with federally funded programs also includes those being performed by federal agencies themselves. The Contractor shall coordinate and leverage resources to the extent possible with ongoing and/or upcoming programs in the study area. As an example, this might include sharing equipment, ship time, data, results and coordination of the sampling strategy for the different variables to be observed. Shortly after award, the Contractor shall contact the COR and CO to obtain the latest update on ongoing and upcoming efforts in the study area. This item shall be included in the agenda for the coordination meeting (Task 2) and shall also be included in the agenda for the biannual meetings with the SRB.

Coordinating and leveraging resources with BOEM's planned and ongoing studies: Both coordination and leveraging of resources shall be sought with BOEM's planned and/or ongoing studies in the Beaufort Sea and vicinity. At the time of this writing BOEM is funding a few dozen studies in the Beaufort Sea and Chukchi Seas, and a transboundary study with Canada. These include, but are not limited to, marine mammal studies, subsistence and socioeconomic studies and seabed and benthic studies.

Equipment and platforms: The Federal partners will consult with the IWG-FI (Interagency working group on Facilities and Infrastructure) and its SUS (Subcommittee on Unmanned Systems) to gain advice and explore the possibility of asset (equipment) transfers to further expand this partnership while concomitantly leveraging resources and expertise. The COR will provide the appropriate contacts to the Contractor either via email (carbon copying the CO) or at one of the biannual meetings.

Prior to performing their field activities/observations, the Contractor shall be responsible for obtaining all permits required by federal, state and local laws and regulations in order to conduct his/her/their work.

Vessel support: The contractor shall contact the USCG (Dr Phil McGillivary, Philip.a.mcgillivary@uscg.mil, 510-437-5355) or Jonathan Berkson (Jonathan.M.Berkson@uscg.mil, 202-372-1534) as early as possible, especially if the Contractor's plans include using a vessel (Icebreaker, cutters, buoytenders and aircrafts) during the pilot program in 2015.

4.5 Monthly and Biannual Reports

The Contractor shall provide a monthly status report in narrative form that describes the progress and activities undertaken during the period. The Contractor shall summarize its activities, achievements, problems encountered, and major events in biannual reports that shall be delivered to BOEM thirty days prior to each SRB.

5.0 GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT (GFI/GFE)

BOEM can assist the Contractor with information on BOEM's ongoing studies with the goal of coordinating and/or leveraging resources between MARES and those studies. BOEM can also provide contact information for making inquiries on equipment availability, e.g., gliders and sensors. The federal government can provide contact and resource information from the Interagency Working Group on Facilities and Infrastructure (IWG-FI) as needed during the performance of the contract.

6.0 PERIOD OF PERFORMANCE

The Period of Performance (POP) for this order is twelve (12) months from the date of award. The POP will encompass all tasks from initial planning, through and including BOEM's final acceptance of all deliverables.

7.0 PLACE OF PERFORMANCE

The primary place of performance of this TO will be the venue selected by the Contractor to hold the coordination meeting. The Contractor's offices/facilities shall be used for the purpose of preparing the agendas (draft and final) and minutes, and for all other requirements of the TO.

8.0 TRAVEL

The Contractor shall travel to the BOEM headquarters or to Anchorage, AK (or a location mutually agreed upon by the Contractor and BOEM) to attend the post-award meeting and the coordination meeting.

9.0 SECURITY

The delivered data shall be accessible via a secure user login for all authorized BOEM users at the BOEM headquarters and in the regional offices. All algorithms, methodologies and data exchanged between BOEM and the Contractor during the work under this TO shall be properly protected, backed up and kept confidential in accordance with the basic contract.

10.0 SCHEDULE AND DISTRIBUTION OF DELIVERABLES

Deliverable products shall be submitted to the addresses shown in 11.0 below, in accordance with the following schedule (if no specification for hard copies is stated below, all copies shall be submitted in digital form):

DELIVERABLE	DISTRIBUTION	DUE
A. Post Award	COR one (1) copy	Within two (2) weeks after the
Meeting summary	CO - one (1) copy	Post Award meeting
B. Draft agenda for	COR – one (1) copy	Within one month after the Post
coordination meeting		Award meeting
C. Final agenda for the	COR – one (1) copy	One (1) week prior to the
coordination meeting		commencement of the
		coordination meeting
D. Draft Delivery of	COR - one (1) copy of	To be sent (via email) no later
Coordination Meeting	draft minutes	than two (2) weeks after the
Minutes		completion of the coordination
		meeting
E. Final Delivery of	COR – one (1) copy of	To be sent (via email) no later
Coordination Meeting	final minutes	than three (3) weeks after the
Minutes	DES – one (1) copy of	completion of the coordination
	final minutes	meeting
F. Draft Agenda for	COR – one (1) copy	Thirty (30) days before each SRB
SRB meetings	SRB – one (1) copy to	meeting (with progress report)
	each	
G. Final Agenda for	Chief, DES – one (1)	One (1) week before each SRB
SRB meetings	copy	meeting
	COR – one (1) copy	
	SRB – one (1) copy to	
	each	
H. Draft Minutes from	Chief, DES – one (1)	One (1) week after each SRB
each SRB meeting	сору	meeting
	COR – one (1) copy	
	SRB – one (1) copy to	
	each	
I. Final Minutes from	Chief, DES – one (1)	Within three (3) weeks after each
each SRB meeting	copy	SRB meeting
	COR – one (1) copy	
	SRB – one (1) copy to	
	each	
J. Monthly Progress	COR – one (1) copy	First week of every calendar
reports	CO – one (1) copy	month

	DES – one (1) copy	
K. Biannual Progress Reports	Chief, DES – one (1) copy COR – one (1) copy CO – one (1) copy SRB – one (1) copy to each	Thirty (30) days before each SRB meeting. They shall be submitted by email
L. Journal Publications and Conference Presentations	Chief, DES – one (1) copy COR – one (1) copy	Submit drafts prior to delivery to outside entities. Submit documentation of publications, presentations, posters, etc., before the end of the POP
M. Progress Presentations and Summaries	Chief, DES – one (1) copy COR – one (1) hard copy; one (1) copy CO – copy of cover letter only	At least two (2) weeks <u>prior</u> to conferences, meetings, workshops or symposiums

11.0 ADDRESSES FOR DELIVERABLES

Contracting Officer's Representative	Contracting Officer [CO]
[COR]	Lisa A. Algarin
	Bureau of Safety and Environmental
To be determined at time of award	Enforcement
	Acquisition Operations Branch
	381 Elden Street, MS HE 2306
	Herndon, Virginia 20170-4817
	Phone: 703-787-1120
	Lisa.Algarin@bsee.gov
Chief, Division of Environmental Sciences	National Oceanographic Partnership
[DES]	Program Office (NOPP)
Bureau of Ocean Energy Management	John Hollister
381 Elden Street, HE	4100 N. Fairfax Drive, Suite 800
Herndon, VA 20170-4817	Arlington, VA 22203
EnvironmentalStudiesProgram2@boem.gov	John.Hollister@qinetiq-na.com.

REFERENCES:

Meinig, C., M. Steele, and K. Wood (2012). Taking the temperature of the Arctic with UMVs, *Sea Technology*, September 2012, pp 23-33.

Mourre, B., and A. Alvarez (2012). Benefit assessment of glider adaptive sampling in the Ligurian Sea, *Deep Sea Research I*, 68, 68-78.

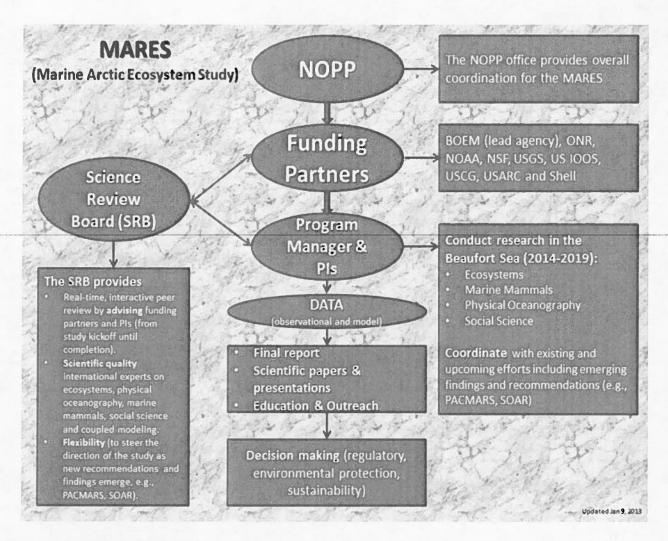


Figure 1 Schematic overview of the MARES study. The information provided in this figure is intended to provide clarity to the reader. It is not meant to be a comprehensive description of every detail of this study. The reader shall refer to the text to gather such information.



SAMPLE TASK ORDER 2

Statement of Work Pilot Program: Marine Mammals Component

1.0 INTRODUCTION

The U.S. Department of the Interior, Bureau of Ocean Energy Management (BOEM), Office of Environmental Programs requires the Contractor to provide the technical and scientific support services for the requirements of this Task Order (TO). The work to be performed under this TO falls within sections C.4.2.1 of the scope of work of the basic contract, M14PCXXXXX for the research study titled "Marine Arctic Ecosystem Study (MARES)-Ecosystem Dynamics and Monitoring of the Beaufort Sea: An integrated-science approach".

2. 0 OBJECTIVES

The technical objective of this TO is for the Contractor to test the latest technologies in animal-mounted sensors in preparation for the main field program (2016 and 2017). Instruments and sensors shall work properly under all weather conditions and environments. This includes the transmission of data to the Contractor from the animals that were tagged. The scientific objective is for the data to be acquired to contain realistic values of different environmental conditions that can be associated with the location and time at which they were taken from the different animals. The specific technical objectives that the Contractor shall achieve for this TO are:

- Testing tag deployment and data recovery (i.e. new species and new locations) in preparation for primary field efforts in 2016/2017.
- Develop tagging sites onshore with native AK communities and access to animals in some cases, in preparation for primary field efforts in 2016/2017.

3.0 SCOPE OF WORK

The pilot program is a precursor of the MARES' main field program to be conducted on the topic of marine mammals and the environmental conditions that are associated with their different locations over time. This small scale and brief experiment shall serve to test instrumentation, sensors and communication protocols.

The experiment shall be conducted in the Beaufort Sea area, preferably in the vicinity of the Kaktovik village. Acquiring all necessary permits is the sole responsibility of the Contractor. This pilot program shall take place during 2015 and the Contractor shall select the appropriate time window (with the instruments/sensors being in the water no more than 2-4 weeks) in such a way that the objectives mentioned above in 2.0 are reached. Involvement and consultation with local communities shall take place early in the process. The Contractor, if necessary, shall consult with the COR on options and alternatives.

The Contractor shall gather, at least, the following information from animal-mounted sensors: Conductivity, Temperature, Depth (CTD), local time (hour and minutes) and GPS coordinates (latitude and longitude). Conductivity data shall be converted to Practical Salinity Units (PSU).

The Contractor shall also attempt to gather oxygen and chlorophyll data using the best available technology. The Contractor shall perform all work as outlined in the following task areas:

4.0 TASK AREAS

- 4.1 The Contractor shall develop a draft Work Plan, which shall provide detailed, comprehensive descriptions of the milestones, deliverables, and the timeframe for their completion.
- 4.2 The Contractor shall prepare and submit monthly progress reports. These reports shall include work done during the reporting period; problems encountered or anticipated, budget and scheduling impacts, and proposed remedies. This report shall include a list of all expenditures as well as the amount of unused funds at the time of submitting this monthly report. These brief reports are to be submitted via email.
- 4.3 The Contractor shall prepare and submit status reports every six months. These reports shall be in sufficient detail to describe all work accomplished and results achieved during the previous six months and shall include a brief discussion of the planned actions for the succeeding period of six months. These reports are to be submitted via email.
- 4.4 The Contractor shall contact the appropriate federal, state, local and/or tribal authorities to gather all the necessary permits to conduct the activities included in this order. Digital copies of this/these permit/s will be attached to the next month's monthly report (by email).
- 4.5 The Contractor shall decide on the instrumentation and sensors to be used in the field and promptly acquire and/or prepare (e.g., calibration) them. The Contractor shall report to the COR on these issues in the monthly report.
- 4.6 The Contractor shall make all lodging and travel reservations for his/her/their crew for any field trips to the North Slope (AK), using funds provided by this contract and inform the COR of any travel plans in the monthly report (by email).
- 4.7 Placement of sensors on different marine mammals shall be carried out with assistance from Alaska Natives, preferably by them. Photographic documentation of these activities is encouraged.
- 4.8 The Contractor tagging effort of marine mammals shall be focused preferably, but not exclusively, on ice seals and bowhead whales.
- 4.9 Alaska Natives shall be informed that little is known about animal presence, displacements and environmental conditions such as temperature, salinity, chlorophyll and oxygen. Their advice shall be taken into account and incorporated to the extent possible (but considering this contract and task order limitations).
- 4.10 The Contractor shall immediately backup all data delivered by the sensors (date, time, latitude, longitude, depth, conductivity, temperature and oxygen and chlorophyll if possible) to the Contractor's server or computer.

- 4.11 The Contractor shall send by email (as attachments or as a link to a site with downloadable files) at least 20 high-resolution photos displaying activities in the field, animals showing sensors mounted on them, and any other photography that the Contractor deems relevant for outreach purposes. The format shall be JPG, GIF, PNG, BMP or TIFF. The photos shall be sent to the COR no later than two weeks after completing all tasks listed in this order.
- 4.12 The Contractor shall keep a log with lessons learned, results from all tests performed and relevant information that has the potential to improve, expedite, and efficientize upcoming activities in 2016 and 2017. This information shall be included in the next semiannual report.
- 4.13 Data and Program management shall be carried out by the Contractor in accordance with directives and specifications from TO 0001. Questions on this topic shall be directed to the COR in writing (by email) and noted in the monthly report following the inquiry.
- 4.14 The Contractor is encouraged to publish the results of the pilot program in a journal or any other peer-reviewed media (e.g., EOS). The Contractor shall submit drafts of publications, public presentations, posters, etc. for review by BOEM personnel prior to submission/display to outside entities. The Contractor shall document and submit the results of such efforts, e.g., acceptance for publications, acceptance for presentations, final versions, journal articles published, presentations, abstracts, proceedings papers, and reference citations.
- 4.15 The Contractor shall attend, and if requested/invited by the organizers, make a progress presentation at BOEM-sponsored meetings (such as the Alaska Marine Science Symposium, AMSS) held in Anchorage, AK every January. At these meetings, an oral progress report and/or poster presentation will be given. In addition, a 2-4 page written summary shall be submitted to the COR two (2) weeks prior to the meeting and conforming to the technical quality specifications sent with the invitation to speak/present. Any visuals to be distributed at these meetings must pertain to the presentation and have prior approval by the COR. Attendance and participation at meetings shall be noted in the monthly reports to the COR.
- 4.16 The Contractor shall prepare and submit a Synthesis Report (Draft) produced by the Contractor's staff, Principal Investigators, and subcontractors. This report will conform to the specifications found at BOEM's web site: http://www.boem.gov/ESP-Report-Specifications-Print/. Please consult this site for the most recent specifications before assembling your document as these are updated regularly. The Contractor shall not provide copies of this Report, nor any subsequent revisions prepared during the review process, nor data contained within, nor any portions thereof, to any parties not specifically designated by BOEM. If a need arises to do so, the Program Manager must obtain written approval from the CO. The BOEM and designated reviewers, including SRB members, shall have forty-five (45) days to review the report and notify the Contractor of any required changes, corrections, or additions. The Final Report (Draft) shall be submitted as per the schedule listed in Section 5.0. The Contractor shall incorporate comments, recommendations, corrections, and suggestions into the final Synthesis Report.
- 4.17 The Contractor shall prepare and submit digital files using the format indicated in the report specifications for use as report cover graphics. These should be readily identified with the subject of the report. A paper reproduction shall be submitted with the draft report. With prior

COR approval, the Contractor may submit a suitable illustration depicting the subject of the report (more than one (1) graphic may be submitted.)

- 4.18 The Contractor shall prepare and submit a second version of the Final Report following acceptance of the Draft version. This is referred to as the "Review Copy." The Review Copy will go through review by the COR and BOEM's Editorial Staff until deemed accepted by BOEM. This version shall be prepared as if it were the Final Report (i.e., with identical pagination, format, cover art, forward matter, figures, tables, etc.) All corrections shall be incorporated into the final Synthesis Report.
- 4.19 The Contractor shall incorporate any additional editorial requirements made by the BOEM editorial staff into the Synthesis Report (Final). This will be the third version of the Final Report. The Contractor shall deliver one (1) copy and additional copies as specified in 5.0. The Contractor shall prepare the digital version of the Synthesis Report (Final) as a single file (prepared in PDF with bookmarks and database files). Digital and paper copies shall be submitted according to scheduling in 5.0. Two (2) copies of the CD/DVD containing (on one disk, when possible) the Synthesis Report (Final) in MSWord and PDF versions, the Technical Summary (Final) in MSWord and PDF versions, and the Power Point Presentation shall be submitted. The remaining CDs/DVDs will not have the Power Point Presentation. Source files for graphics must be included.
- 4.20 The Contractor shall prepare and submit a technical summary of the TO final report concurrent the last 2 months of the TO's POP. The summary will be no more than two (2) pages in length with a format as indicated in Technical Summary Specifications found at BOEM's website. Strict adherence to the format is required. The digital file must be compatible with MS Word format. Questions regarding formats and or requests for samples or templates shall be directed to the COR. The Contractor shall incorporate the BOEM's comments, recommendations, corrections, and suggestions into the Technical Summary (Final) which will be submitted concurrent with the final Synthesis Report. If a map is included digitally, no paper copies will be required.
- 4.21 The Contractor shall prepare and submit a PowerPoint presentation (Draft) that portrays:
 - 1. Project objectives, design, and methods;
 - 2. Activities conducted during the course of the TO performance;
 - 3. Project results and interpretation.
 - 4. Recommendations/suggestions for future work and remaining knowledge gaps in connection with the scientific scope of this TO.

Each slide shall contain the BOEM logo as well as those of all MARES partners. These logos will be supplied digitally by the COR per the Contractor's request. Charts, graphs, maps, etc., may be included as slides. The Contractor shall add notes to the PowerPoint file in the notes page of each slide in sufficient detail to stand alone as an independent description of the project. This will enable an informative presentation of the project only using the PowerPoint file, due concurrent with the draft Synthesis Report.

4.22 The Contractor shall prepare and submit the PowerPoint Presentation (Final) that incorporates changes, corrections, and additions identified during BOEM review of the PowerPoint Presentation (Draft), due with review copy of the final Synthesis Report.

- 4.23 All correspondence pertaining to this Contract, whether prepared by, or received by the Contractor, shall have a courtesy copy (with attachments) sent according to the schedule above (5.0). This does not include messages to and from BOEM. All correspondence shall be clearly marked with the Contract number on the first page. Emails pertaining to this Contract shall also be sent and shall include the contract number on the subject line.
- 4.24 The Contractor shall prepare and submit a final CD/DVD for archival purposes, where the contents will fit: the final TO report and final TO technical summary in both MSWord and PDF format, source figures, and the Power Point presentation. The label shall include report title, contract number, BOEM report number, Contractor name, and report date. At least 20 high-resolution digital photos are to be included in this submittal, due with final Synthesis Report.
- 4.25 The Contractor shall prepare and submit all data, including products generated from the original data, in an acceptable format. All observational data acquired in the field as well as data, maps, and figures generated in the lab shall also be submitted. This deliverable shall be completed after all QA/QC procedures are finalized including the analysis by the Contractor and its team, due with the draft Synthesis Report. Any changes in data formats during TO performance must be agreed upon in advance.

5.0 PERIOD OF PERFORMANCE

The period of performance for this TO is from the effective date of the order through 12 months.

6.0 PLACE OF PERFORMANCE

The primary place of performance of this TO is the shores of the Beaufort Sea and vicinity. Data analysis, post-processing shall take place at the Contractor's facilities.

7.0 TRAVEL

The Contractor shall travel to the North Slope, AK (the specifics will be decided by the Contractor in consultation with collaborating tribal representatives) to mount different sensors on selected animals.

8.0 DATA SECURITY

The delivered data shall be accessible via a secure user login for all authorized BOEM users at the BOEM headquarters and in the regional offices. All algorithms, methodologies and data exchanged between BOEM and the Contractor during the work under this TO shall be properly protected, backed up and kept confidential in accordance with the basic contract.

9.0 SCHEDULE AND DISTRIBUTION OF DELIVERABLES

Deliverable products shall be submitted to the addresses shown in Section 10.0 in accordance with the following schedule. The Contractor shall clearly mark all correspondence with the contract and TO number on the first page, and in the subject line of email correspondence.

Deliverables	Distribution	Due Date
A. Work Plan	COR one (1) copy (digital) CO - one (1) copy (digital)	At TO issuance
B. Monthly Progress reports	COR – one (1) copy (digital) CO – one (1) copy (digital) DES – one (1) copy (digital)	First week of every calendar month
C. Biannual Status Reports	COR - one (1) copy (digital) CO - one (1) copy (digital) DES - one (1) copy (digital)	Thirty (30) days before each SRB meeting and submitted by email for the duration of the TO
D. Progress Presentations and Summaries	Chief, DES – one (1) copy COR – one (1) copy hard copies; one (1) digital copy SRB – One (1) copy to each	At least two (2) weeks prior to meeting, conference or workshop
E. Synthesis Report (Draft Copy)	Chief, DES – one (1) digital copy COR – one (1) digital copy	Submit one (1) month prior to the end of the final TO month
F. Synthesis Report (Review Copy)	Chief, DES – one (1) digital copy COR – one (1) digital copy	Within thirty (30) days of receipt of BOEM review comments on the draft version
G. Synthesis Report (Final)	DES – One (1) hard copy, one (1) electronic COR – one (1) hard copy and one (1) electronic copy CO – copy of cover letter only SRB – One (1) hard copy to each	Within thirty (30) days of receipt of BOEM editorial review comments for Proof copy
H. Technical Summary (Draft)	Chief, DES – one (1) copy COR – one (1) digital copy	Concurrent with submission of Synthesis Report (Draft)
I. Technical Summary (Final)	COR – one (1) digital DES – one (1) copy SRB – one (1) copy	Concurrent with submission of Synthesis Report (Final)
J. Power Point Presentation (Draft)	COR – one (1) digital copy	Concurrent with submission of Synthesis Report (Draft)
K. Power Point Presentation (Final)	COR – one (1) digital copy DES – one (1) digital copy	Concurrent with submission of Synthesis Report (Review).
L. Correspondence	COR – one (1) copy	All correspondence (including emails), whether prepared or received by the Contractor. May be submitted by email
M. Archive Disks of all Final Deliverables	Chief, DES – one (1) copy COR – two (2) copies	Concurrent with submission of Synthesis

Deliverables	Distribution	Due Date
in Electronic Form (includes at least 20 digital photos).	CO – one (1) copy	Report (Final)
N. Archiving of Datasets and Analysis Results	Chief, DES – one (1) copy COR – two (2) copies	The full body of results and data used shall be submitted concurrent with submission of Synthesis Report (Draft)

10.0 ADDRESSES FOR DELIVERABLES

Contracting Officer's Representative	Contracting Officer [CO]
[COR]	Lisa A. Algarin
	Bureau of Safety and Environmental
To be determined at time of award	Enforcement
	Acquisition Operations Branch
	381 Elden Street, MS HE 2306
	Herndon, Virginia 20170-4817
	Phone: 703-787-1120
	Lisa.Algarin@bsee.gov
Chief, Division of Environmental Sciences	National Oceanographic Partnership
[DES]	Program Office (NOPP)
Bureau of Ocean Energy Management	John Hollister
381 Elden Street, HE	4100 N. Fairfax Drive, Suite 800
Herndon, VA 20170-4817	Arlington, VA 22203
EnvironmentalStudiesProgram2@boem.gov	John.Hollister@qinetiq-na.com.