

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR617.5-20120011		PAGE OF 1 6	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-94-P-2012-0011		5. SOLICITATION NUMBER DTMA94Q20120007		6. SOLICITATION ISSUE DATE 01/20/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kathryn Rato		b. TELEPHONE NUMBER (No collect calls) (415) 744.2580		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. DOT/ Maritime Administration Pacific Div. Acquisition Office MAR 380-4 201 Mission Street Suite 1800 San Francisco CA 94105			CODE 00094	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO U.S. DOT/Maritime Administration Pacific Division Operations Hank Ryan 201 Mission Street Ste. 1800 San Francisco CA 94105-1832			CODE 00094	16. ADMINISTERED BY U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR CURTIS & TOMPKINS, LTD. Attn: Mike Pearl, Govt Business POC 2323 5th St Berkeley CA 94710-2407 TELEPHONE NO. 510-204-2222		CODE 078773751	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAI	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor will prepare and supply collection sample container(s) for the tests, perform analysis and provide report , Contractor shall provide sample collection plus labels and pre-prepared chain of custody forms , pick up samples, according to the solicitation no. DTMA94Q2012007. Additionally, iaw Amendments 1,2,3, 4, 5, 6. Location of Work: US DOT Maritime Administration, Suisun Bay Reserve Fleet (SBRF), 2595 Lake Herman Road, Benicia, CA 94510. For each sampling event in CLIN's 1-7, the <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 70X4303COR. 2012. 7NDRF78MIS. 0000410000. 26960. 61006600					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$48,870.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>CTproposal</u> OFFER DATED <u>12/19/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>0001-0007c</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print) Kathryn Rato		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato		31c. DATE SIGNED 1/19/12	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001CLIN	<p>contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will notify the SBRF of sample test results within ten days of receipt of samples from the SBRF.</p> <p>All remaining lab samples will become property of the contractor.</p> <p>Contractor will provide a "chain of custody" form for samples.</p> <p>Contractor shall act on emails for pickup from Joe Percoraro or Esther Harris,</p> <p>the quantities are Estimates only. Option years 1, 2, & 3, will be exercised by Decemember 30th each year for the following year, a pre-excerise letter will be furnished to the contractor by Nov 30th each year for the follow on year in accordance with FAR 52.217-8</p> <p>Delivery: 01/17/2012</p> <p>Mark For:</p> <p style="padding-left: 40px;">Suisun Bay Reserve Fleet 2595 Lake Herman Road Benicia CA 94510</p> <p>Period of Performance: 01/19/2012 to 12/31/2015</p> <p>CLIN 0001: Est'd QTY:20 UT:1 lot \$_595_____</p> <p>\$_11,900_____</p> <p>Continued ...</p>	20	EA	595.00	11,900.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (Location)	
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTMA-94-P-2012-0011

PAGE

OF

3

6

NAME OF OFFEROR OR CONTRACTOR

CURTIS & TOMPKINS, LTD.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
Period of Performance: 01/20/2012 to 12/31/2012					
0002	CLIN 0002: Est'd QTY:56 UT:1 lot \$ _395_____ \$ _22,120_____	56	EA	395.00	22,120.00
Period of Performance: 01/20/2012 to 12/31/2012					
0003	CLIN 0003: Est'd QTY:20 UT:1 lot \$ _625_____ \$ _12,500_____	20	EA	625.00	12,500.00
Period of Performance: 01/20/2012 to 12/31/2012					
0004	CLIN 0004: Est'd QTY:6 UT:1 lot \$ __50_____ \$ __300_____	6	EA	50.00	300.00
Period of Performance: 01/20/2012 to 12/31/2012					
0005	CLIN 0005: Est'd QTY:10 UT:1 lot \$ __125_____ \$ _1,250_____	10	EA	125.00	1,250.00
Period of Performance: 01/20/2012 to 12/31/2012					
0006	CLIN 0006: Est'd QTY:10 UT:1 lot \$ _35_____ \$ __350_____	10	EA	35.00	350.00
Period of Performance: 01/20/2012 to 12/31/2012					
0007	CLIN 0007 Est'd QTY:10 UT:1 lot \$ __45_____ \$ __450_____	10	EA	45.00	450.00
Period of Performance: 01/20/2012 to 12/31/2012					
00081A	CLIN 0001: Est'd QTY:20 UT:1 lot \$ _595_____ \$ _11,900_____ Amount: \$11,900.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	20	EA	595.00	0.00
Period of Performance: 01/20/2012 to 12/31/2012					
00092 A	CLIN 0002: Est'd QTY:56 UT:1 lot \$ _395_____ \$ __22,120_____ Amount: \$22,120.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	56	EA	395.00	0.00
Period of Performance: 01/20/2012 to 12/31/2012					
00103 A	CLIN 0003: Est'd QTY:20 UT:1 lot \$ _625_____ \$ _12,500_____ Continued ...	20	EA	625.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-94-P-2012-0011

PAGE 4 OF 6

NAME OF OFFEROR OR CONTRACTOR
CURTIS & TOMPKINS, LTD.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$12,500.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013				
00114 A	CLIN 0004: Est'd QTY:6 UT:1 lot \$ __50____ \$ __300____ Amount: \$300.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	6	EA	50.00	0.00
00125 A	CLIN 0005: Est'd QTY:10 UT:1 lot \$ __125____ \$ __1,250____ Amount: \$1,250.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	10	EA	125.00	0.00
00136 A	CLIN 0006: Est'd QTY:10 UT:1 lot \$ __35____ \$ __350____ Amount: \$350.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	10	EA	35.00	0.00
00147A	CLIN 0007 Est'd QTY:10 UT:1 lot \$ __45____ \$ __450____ Amount: \$450.00 (Option Line Item) 11/30/2012 Period of Performance: 01/01/2013 to 12/31/2013	10	EA	45.00	0.00
00151 B	CLIN 0001: Est'd QTY:20 UT:1 lot \$ __595____ \$ __11,900____ Amount: \$11,900.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014	20	EA	595.00	0.00
00162 B	CLIN 0002: Est'd QTY:56 UT:1 lot \$ __395____ \$ __22,120____ Amount: \$22,120.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014	56	EA	395.00	0.00
00173 B	CLIN 0003: Est'd QTY:20 UT:1 lot \$ __625____ \$ __12,500____ Amount: \$12,500.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014	20	EA	625.00	0.00
00184 B	CLIN 0004: Est'd QTY:6 UT:1 lot \$ __50____ Continued ...	6	EA	50.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-94-P-2012-0011

PAGE 5 OF 6

NAME OF OFFEROR OR CONTRACTOR
CURTIS & TOMPKINS, LTD.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$__300_____ Amount: \$300.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014				
00195 B	CLIN 0005: Est'd QTY:10 UT:1 lot \$__125_____ \$__1,250_____ Amount: \$1,250.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014		10 EA	125.00	0.00
00206 B	CLIN 0006: Est'd QTY:10 UT:1 lot \$__35_____ \$__350_____ Amount: \$350.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014		10 EA	35.00	0.00
00217 B	CLIN 0007 Est'd QTY:10 UT:1 lot \$__45_____ \$__450_____ Amount: \$450.00 (Option Line Item) 11/30/2013 Period of Performance: 01/01/2014 to 12/31/2014		10 EA	45.00	0.00
00221 C	CLIN 0001: Est'd QTY:20 UT:1 lot \$__595_____ \$__11,900_____ Amount: \$11,900.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015		20 EA	595.00	0.00
00232 C	CLIN 0002: Est'd QTY:56 UT:1 lot \$__395_____ \$__22,120_____ Amount: \$22,120.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015	56	EA	395.00	0.00
00243 C	CLIN 0003: Est'd QTY:20 UT:1 lot \$__625_____ \$__12,500_____ Amount: \$12,500.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015	20	EA	625.00	0.00
00254 C	CLIN 0004: Est'd QTY:6 UT:1 lot \$__50_____ \$__300_____ Amount: \$300.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015	6	EA	50.00	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTMA-94-P-2012-0011

PAGE OF

6

6

NAME OF OFFEROR OR CONTRACTOR

CURTIS & TOMPKINS, LTD.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00265 C	CLIN 0005: Est'd QTY:10 UT:1 lot \$ __125__ \$ _1,250_____ Amount: \$1,250.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015		10	EA 125.00	0.00
00276 C	CLIN 0006: Est'd QTY:10 UT:1 lot \$ _35_____ \$ _350_____ Amount: \$350.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015		10	EA 35.00	0.00
00287 C	CLIN 0007 Est'd QTY:10 UT:1 lot \$ __45_____ \$ __450_____ Amount: \$450.00 (Option Line Item) 11/30/2014 Period of Performance: 01/01/2015 to 12/31/2015		10	EA 45.00	0.00
The total amount of award: \$195,480.00. The obligation for this award is shown in box 26.					

The Request for Quotation number is DTMA4Q 2012007 and incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-45. This acquisition is a Small Business set aside for offerors' business size not to exceed \$12.mil. The NAICS is 541380. .The contract type will be a firm-fixed-priced unit-price Indefinite Delivery Indefinite Quantities (IDIQ) contract. Period of Performance shall be 12 months base period , Jan 1, 2012 through Dec 31, 2012, with 3 1-year options Jan 1 2013-Dec 31, 2013, Jan 1, 2014- Dec 31 2014, Jan 1, 2015 –Dec 31, 2015,. At time of award the IDIQ contract will be funded to the successful offeror's total of extended amounts, and this sum shall be considered a Not-To-Exceed (NTE) ceiling for Task Orders to be issued against during the performance period for the 3 periods: from start date of BASE year, Opt year 1, Option year 2 through each ending date of the relative period. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format found in FAR 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation for proposals. A written solicitation will not be issued. The ensuing award is under the authority of FAR Subpart 12 "Acquisitions of Commercial Items". The Government proposes to solicit offers for the following services and quantities:

DESCRIPTION OF SERVICE:

Contractor will prepare and supply collection sample container(s) for the tests, perform analysis and provide report , see below, Contractor shall provide sample collection plus labels and pre-prepared chain of custody forms , pick up samples, according to times detailed below.

Location of Work: US DOT Maritime Administration, Suisun Bay Reserve Fleet (SBRF), 2595 Lake Herman Road, Benicia, CA 94510.

The contractor , a Certified California Lab, AIHA ELLAP and Cal/DHS-ELAP, shall provide sample collection containers, sample labels, analytical lab testing, and reports for following CLIN's

For each sampling event in CLIN's 1-7, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will notify the SBRF of sample test results within ten days of receipt of samples from the SBRF.

All remaining lab samples will become property of the contractor.

Contractor will provide a "chain of custody" form for samples.

=====

CLIN 0001: Bilge water:

Analyze bilge water sample(s) for the pollutants listed in Table 2, City of Benicia POTW Required Testing, according to the methods and minimum detection limits shown in the table.

Number of samples to be tested: 20

Services to be requested as needed

Contractor will supply and prepare, with the appropriate preservatives as applicable, collection sample container(s) for the above tests. Contractor will deliver up to six (6) sample collection containers to the SBRF upon request from SBRF. Contractor

will pick up the sample collection containers within 24 hours (except weekends and government holidays) upon notice from SBRF.

For each sampling event in CLIN 0001, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide a written report to the COTR of sample test results within ten (10) days of receipt of the samples from SBRF.

CLIN 0002: Storm water and Total Metals:

Analyze storm water sample(s) for the constituents listed in Table 1, Parameter Benchmark Values. Of the metals listed, testing will be for Total Metals only.

The method for metals shall be EPA 6020 (metals) and EPA 1631 (mercury), so that the Practical Quantization Limits (equipment detection limits) are equal to or less than the Benchmark Values (BMVs) and Environmental Screening Levels (ESLs), whichever is less.

Number of samples to be tested: 56

Contractor will supply and prepare, with the appropriate preservatives as applicable, collection sample container(s) for the above tests. Contractor will deliver up to fifteen (15) sample collection containers to SBRF upon request from SBRF. Contractor will pick up as many as fifteen (15) filled sample collection containers within 24 hours (except weekends and government holidays) upon notice from SBRF.

For each sampling event in CLIN 0002, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide a written report to the COTR of sample test results within ten (10) days of receipt of the samples from SBRF.

These services will be requested a few days before and immediately following a qualifying rain event).

CLIN 0003: Storm Water including total and dissolved Metals:

Analyze storm water sample(s) for the constituents listed in Table 2, Parameter Benchmark Values (Attachment B). Of the metals listed, testing will be for both Total and Dissolved Metals.

The method for metals shall be EPA 6020 (metals) and EPA 1631 (mercury), so that the Practical Quantitation Limits (equipment detection limits) are equal to or less than the Benchmark Values (BMVs) and Environmental Screening Levels (ESLs), whichever is less.

Number of samples to be tested: 20

Contractor will supply and prepare, with the appropriate preservatives as applicable, collection sample container(s) for the above tests. For total and dissolved metals, the contractor shall provide a large enough container, unpreserved, for the volume of both parameters. Filtering and preservation to be accomplished at the lab. Contractor will deliver up to fifteen (15) sample collection containers to SBRF upon request from SBRF. Contractor will pick up as many as fifteen (15) filled sample collection containers within 24 hours (except weekends and government holidays) upon notice from SBRF.

For each sampling event in CLIN 0003, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide a written report to the COTR of sample test results within ten (10) days of receipt of the samples from SBRF.

These services will be requested a few days before and immediately following a qualifying rain event).

CLIN 0004: PCB Storm water sample:

Analyze storm water sample(s) for the following constituent:

- Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in $\mu\text{g/L}$)

Number of tests: 6, services to be requested as needed.

Contractor will supply and prepare, with the appropriate preservatives as applicable, collection sample container(s) for the above test. Contractor will deliver up to five sample collection prepared containers to SBRF upon request from SBRF. Contractor will pick up sample collection containers within 24 hours (except weekends and government holidays) upon notice from SBRF.

For each sampling event in CLIN 0004, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide a written report to the COTR of sample test results within ten (10) days of receipt of the samples from SBRF.

Analyze storm water sample(s) for the following constituent;

- Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in $\mu\text{g/L}$)

CLIN 0005: Paint Waste:

Analyze paint waste (exfoliated, chipped, and other) samples(s) for the following constituents:

- Lead content using the TCLP method (results in $\mu\text{g/L}$)
- Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in mg/kg)

Number of tests: 10, services to be requested as needed.

Contractor will pick up sample collection container(s) within 24 hours (except weekends and government holidays) upon notice from SBRF. SBRF will provide the sample containers.

For each sampling event in CLIN 0005, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide a written report to the COTR of sample test results within ten (10) days of receipt of the samples from SBRF.

- Lead content using the TCLP method (results in $\mu\text{g/L}$)
- Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in mg/kg)

CLIN 0006: Asbestos;

Analyze various materials, such as gaskets, pipe lagging, insulation, wall board, etc.) for:

- Asbestos content using Polarized Light Microscopy method

Number of tests: 10 , services to be requested as needed.

Contractor will pick up sample collection container(s) within 24 hours (except weekends and government holidays) upon notice from the SBRF. SBRF will provide the sample containers.

For each sampling event in CLIN 0006, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide test results by phone, email, or FAX to the COTR on the material tested within 48 hours after receipt of the material.

- Asbestos content using Polarized Light Microscopy method

CLIN 007 Asbestos, Expedited same as CLIN 0006 except results w/in 48 hrs

Expedited analysis of various materials, such as gaskets, pipe lagging, insulation, wall board, etc.) for:

- Asbestos content using Polarized Light Microscopy method

Number of tests: 10 , services to be requested as needed.

Contractor will pick up sample collection container(s) within 24 hours (except weekends and government holidays) upon notice from the SBRF. SBRF will provide the sample containers.

For each sampling event in CLIN 0007, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will provide test results to the COTR on the material tested within ten (10) days after receipt of the material.

General

This contract will be effective from award date thru Dec 2012 for the base period, del results w/in 10 days of collection

CLAUSES: The following FAR provisions apply to this acquisition: FAR 52.212-1 Instruction to Offers Commercial Items, FAR 52.212-2 Evaluation-Commercial Items, FAR 52.212-3 Offeror Representations and Certifications and Certifications Commercial Items, all offerors are to include with their offer a completed copy of the Representations and Certifications or go on-line and complete form at <https://orca.bpn.gov>. FAR 52.212-4, Contract Terms and Conditions Commercial Item. (p) Limitation of Liability, is revised to read: LIABILITY a. The Contractor shall be liable for and shall at all times defend, indemnify and hold harmless the Government, its officers, enlisted personnel, agents and employees from and against any all loss, damage or injury, including property damage, personal injury and death, which may be sustained by any person or persons, whether they be employees, agents, or representatives of the parties hereto, or third persons, as a result of the Contractors performance of this contract. The Contractor shall also be liable for and shall at all times defend, indemnify and hold harmless the Government, its officers, enlisted personnel, agents and employees from and against any and all public or private environmental claims or liabilities shall include but not be limited to civil and criminal penalties, natural resource damages, response costs, cleanup and remediation, damage to Government and third party property, and any other third party liability.

b. In the event any such claim or demand is made upon the Government, its officers, enlisted personnel, agents or employees, or in the event any suit therefore is instituted, the Government shall give immediate notice of such claim or suit to the Contractor and will refrain from any payment or demand with respect to such claim or suit without first allowing the Contractor a reasonable opportunity to resolve the claim. The Contractors liability under this clause shall include reimbursement to the Government, its officers, enlisted personnel, agents and employees for any judgments, payments or litigation expenses occasioned to them in connection with claims, demands or suits of which notice has been given by the Government.

c. The Contractor releases the Government, its officers, enlisted personnel, agents and employees from any liability for any loss, damage or injury, which may be sustained by the Contractor in the performance of this contract.

d. Notwithstanding any other provisions of this clause, the Contractor shall not be liable for or required to defend, indemnify, hold harmless or release the Government, its officers, enlisted personnel, agents and employees for any judgment, payments or expenses arising out of and to the extent of the gross negligence, willful misconduct or criminal acts of the Government, its officers, enlisted personnel, agents or employees.

IMPORTANT NOTICE: FAR 52-232-33 (Payment by Electronic Funds transfer Central Contractor Registration, May 1999) makes mandatory the requirement for contractors to be registered in the CCR Database. CONTRACTORS MAY REGISTER ONLINE AT [HTTP://WWW.CCR.GOV/](http://www.ccr.gov/). IT IS MANDATORY TO OBTAIN A DUNS NUMBER PRIOR TO REGISTERING. CONTRACTORS SHALL CALL DUN& BRADSTREET (1-800-333-0505) TO OBTAIN. AWARD CANNOT BE MADE UNLESS REGISTERED

FAR 52.223-18 Contractors Policy to Ban Texting while Driving

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)

FAR 52.216-18 ORDERING. (OCT 1995)

Such orders may be issued from: Jan 1, 2012 through Dec 31, 2015.

FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

Minimum order. (a) less than \$700.00,

(b) Maximum order. The Contractor is not obligated to honor--

(1) in excess of 50 samples

(2) in excess of 100 tests

(3) 10 calendar days

(d) within 10 days

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) 20 Dec 2015.

52.232-18 Availability of Funds. (Apr 1984)

52.217-8 Option to Extend Services (Nov 1999)

TASK ORDER (TO)

When a TO is required, the Contracting Officer Representative (COTR) will request a pick up and indicate the quantity, via email or phone call (this shall be arranged at time of performance with the successful offeror). The pickup shall be in the parking lot at MARAD Suisun Bay Reserve Fleet, 2595 Lake Herman Road, Benicia CA and the contractor shall pick up within 24 hours of the email request. The COTR 's email request shall also copy the Contracting Officer. The Contractor shall respond to the request by email within 14 hours. All TOs are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TOs.

TASK ORDER ADMINISTRATION

Correspondence for the Task Orders should be directed to the following address, Joe. Pecoraro@dot.gov and kathryn.rato@dot.gov.

FAR 52.212-5 is applicable to this acquisition; The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)). (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)). (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78). Also clause 52.212-5 para. (e) is addenda with the following : (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and (ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause— A) N/A, B) N/A, C) N/A, D) 52.222-26 Equal Opportunity (Mar 2007) (E.O. 11246). E) N/A, F) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998), G) NA, H) 52.222-50 Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)). I) N/A , J) N/A, K) N/A, L)N/A, M) N/A,.

Finally, the following clauses are applicable under FAR 52.212-5: FAR 52.203-06 Restrictions on Subcontractor Sales to the Government (Sept 2006) with Alt I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)), FAR 52.219-06 Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)); FAR 52.222-03 Convict Labor; FAR 52.222-21 Prohibition of Segregated Facilities; FAR 52.222-26, Equal Opportunity; FAR 52.222-36 Affirmative Action for Workers with Disabilities, FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans, FAR 52.233-4 Applicable Law for Breach of Contract Claim; FAR 52.225-13 Restriction on Certain Foreign Purchases (Mar 2005), FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration ([31 U.S.C. 3332](#)); The full text of any clauses reference above are available from the Contracting Officer or may be accessed electronically at: <http://www.arnet.gov/far>.

Table 2. City of Benicia POTW Required Testing			
	Non-Conventional Pollutant	Analytical Method	
CAM17*	Antimony	EPA 200.7	
CAM17	Arsenic	EPA 200.7	
CAM17*	Barium	EPA 200.7	
CAM17*	Beryllium	EPA 200.7	
CAM17	Cadmium	EPA 200.7	
CAM17	Chromium (total)	EPA 200.7	
CAM17*	Cobalt	EPA 200.7	
CAM17	Copper	EPA 200.7	
CAM17	Lead	EPA 200.7	
CAM17	Mercury	EPA 245.1	
CAM17*	Molybdenum	EPA 200.7	
CAM17	Nickel	EPA 200.7	
CAM17*	Selenium	EPA 200.7	
CAM17	Silver	EPA 200.7	
CAM17*	Thallium	EPA 200.7	
CAM17*	Vanadium	EPA 200.7	
CAM17	Zinc	EPA 200.7	
	Phenolic Compounds	EPA 420.4	
	Polynuclear aromatic hydrocarbons	EPA 625	
	Cyanide	EPA 4500	
	Conventional Pollutant	Analytical Method	Local Limit (mg/L)
	pH (units)	EPA 9040	6.0 - 9.0
	Oil & Grease	EPA 1664	100.00
	Sulfides	EPA 376.2	0.10
	Other	Analytical Method	
	Volatile Organics	EPA 624	
	Semi-Volatile Organics	EPA 625	
	Polychlorinated biphenyls (PCBs)	EPA 608	
	Total Dissolved Solids (TDS)	EPA 160.1	
	Total Organic Carbons	EPA 415.1	
	BOD	Standard Methods	
	Total Extracable Petroleum Hydrocarbon	SW846 8015(MOD)	