

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR617.5-20110014		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-94-P-2011-0030		5. SOLICITATION NUMBER DTMA-94-Q-2011-0033		6. SOLICITATION ISSUE DATE 04/13/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kathryn Rato			b. TELEPHONE NUMBER (No collect calls) (415) 744.2580		8. OFFER DUE DATE/LOCAL TIME PS	
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 checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541370 SIZE STANDARD: \$4.50		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO SBRF Suisun Bay Reserve Fleet Joe Pecoraro 2595 Lake Herman Road Benicia CA 94510		CODE 00094-SUISUN BAY	16. ADMINISTERED BY U. S. DOT Maritime Administration Pacific Div. Acquisition Office MAR 380.4 201 Mission Street Suite 1800 San Francisco CA 94105					
17a. CONTRACTOR/ OFFEROR CLE ENGINEERING INC Attn: Susan Nilson, Govt Business POC 15 Creek Road Marion MA 02738-1300 TELEPHONE NO. 508-748-0937		CODE 602665036	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125				
<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
	Mark For: Suisun Bay Reserve Fleet 2595 Lake Herman Road Benicia CA 94510 Accounting Info: 70XR161710201197276NDA0011610000002530561006600/70 11617276NDA00 Period of Performance: 05/24/2011 to 06/24/2011 Conduct a Class 1 Multi-Beam Hydrographic Survey in General Anchorage #26, Suisun Bay, Benicia, (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$17,850.00			
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input 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>proposal</u> OFFER DATED <u>5/4/11</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato		31c. DATE SIGNED 5/24/11		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	California. Conduct a Class 1 Multi-Beam Hydrographic Survey in General Anchorage #26, Suisun Bay, Benicia, California. The total amount of award: \$17,850.00. The obligation for this award is shown in box 26.				17,850.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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)

Description of Service:

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Conduct a Class 1 Multi-Beam Hydrographic Survey in General Anchorage #26, Suisun Bay, Benicia, California.

The contractor is to provide all labor, material and equipment necessary to perform a Class 1 multi-beam hydrographic survey using methods and accuracies outlined in the U. S. Army Corps of Engineers' Hydrographic Surveying Manual (EM 1110-2-1003 dated October 2004). The soundings are to be reported in feet and corrected for tides using Mean Lower Low Water (MLLW) as the reference, based upon Benchmark 9, 1945, located at the Port of Benicia. The horizontal datum shall be NAD 83 State Plane 3. Also, Consult ATTCH 1: SBRF Hydrographic Svy SOW Figs1-4

0001. Conduct a hydrographic survey of General Anchorage #26 and surrounding areas as follows:

- A. General Anchorage #26 as identified on NOAA navigational charts # 18657 and 18658, and including the area from the Eastern boundary of the anchorage to the channel markers. The inshore extent of the survey is to terminate at the 15 foot contour. The offshore boundary is to be an imaginary line drawn through channel markers 2, 4 and 6, and from channel marker 2 to the new Benicia-Martines I-680 bridge. Please refer to Figure 1 for a graphic representation of the area to be surveyed. Where track lines intersect the ship rows, soundings shall be taken as close as possible to the moored ships encountered. Soundings are not required between or under the ships themselves, except in item D below.
- B. The area generally between the anchorage offshore boundary and the Bulls Head Channel where ship traffic would enter into and exit from the anchorage. Please refer to Figure 2.
- C. The areas surrounding the SBRF pier and floating facility as shown in Figure 3 and 4.
- D. In close proximity to USS IOWA; all along the ship's stbd side, off the bow and stern as close as the survey boat can get, and in between IOWA and her neighboring ship, ex-CIMARRON, as close in as the survey boat can get.

0002. Prepare and provide the results of the survey data as sets of bathymetric charts plotted on a USGS topographic basemap and as updated S57 electronic charts for NOAA charts #18657 and #18658.

- A. The charts #18657 and #18658 shall show water depths posted along the survey tracklines. The charts shall be contoured at five (5) foot depth intervals, and also include 26', 28', and 32' contour lines. The charts shall show the boundary of General Anchorage 26, the location of the old "Glomar mooring buoys," location of channel markers and buoys, location of the pier and floating facility, and locations of the ship rows. Additionally, the contractor shall include the position/outline of both Benicia-Martinez Highway Bridges (I-680) and the Union Pacific Railroad Bridge on the chart. Four (4) copies, 36" x 48" are required.
- B. A second set of charts are to be provided that show bathymetric contour comparisons. Data will be provided to the winning bidder in the form of AutoCAD files (.dwg) and XYZ files (.xyz) for the desired historical years (2001 and 2005) and are to be plotted with the contours from this survey in contrasting colors. Four (4) copies are required.
- C. Each set of NOAA charts #18657 and #18658 are to be printed on approx. 36" x 48" sheets, 1" = 200' scale, black and white or in color as appropriate, in as many sheets as necessary to cover the entire survey area in this scale. Soundings should be sorted to an appropriate radius for this scale so as to be legible. An additional sheet, in approx 1" = 500' scale, is to be provided that shows the entire survey area on one chart, and need only include contour lines.
- D. NOAA chart overlays are to be the same size as the standard NOAA charts and shall have match marks for accurate positioning. Four (4) overlays of each of the two charts are required.

0003. Provide an electronic copy of each chart in required by A and B above in portable document format (.pdf).

0004. Provide four (4) copies of the data files from this survey on CD-ROM, in both AutoCAD and XYZ format.

0005. Provide electronic overlay files of this survey, showing depths, for use with Google Earth. The Google .kml file shall be sorted to the appropriate radius to limit file size to 8 – 10 MB. A separate .kml file will show color-coded contour lines for every 5 feet of depth, and include 26', 28', and 32' contour lines.

Deliverables due: 20 days after receipt of award.

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.

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10). (b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to: (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

And as also prohibited by the California Code - Section 23123.5 CAL. VEH. CODE § 23123.5.

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 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)

The following clauses cited in FAR 52.212-5 are applicable to this acquisition; FAR 52.203-6 Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 2553g and 10 U.S.C. 2402); FAR 52.219-6 Small Business Set-Aside; FAR 52.219-14 Limitations on Subcontracting; FAR 52.222-3 Convict Labor (E.O. 11755); FAR 52.222-19 Child labor Coop w/ Authorities; FAR 52.222-21, Prohibition of Segregated Facilities; FAR 52.222-26 Equal Opportunity (E.O. 11246); FAR 52.222-36

Affirmative Action for Workers with Disabilities (29 U.S.C. 793, FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332); FAR 52.236-23 FFP Responsibility of A& E Contractor

Questions and Answers DTMA94Q20110033 Hydrography Suisun BaY CA, MARAD Reserve Fleet

Q1. What is the objective of the survey?

Ans 1. To ascertain the depths throughout the anchorage and in the pass to the ship channel, to be used for planning and coordinating ship traffic (by Marad and the SF Bar Pilots), and to learn what underwater geographic changes have occurred since the last survey.

Q2. Where do we send our proposals?

Ans 2. To Kathryn Rato, cc Joe Pecoraro, in electronic format via email.

Q3. What personnel are to be ACSM-THSOA certified? Boat driver(s)? Those assembling the data? Those that are performing the QA?

Ans 3. The Government desires that the data presented in the deliverables be accurate. At a minimum, the person(s) collecting and processing the data, and performing the QA, shall be ACSM-THSOA certified.

Q4. How much time will there be between bid submission and award?

Ans 4. 2 weeks.

Q5. When are bids due?

Ans 5. IAW the RFQ mod as of today, bids are due on May 4.

Q6. Where is the 15 foot contour now?

Ans 6. Unknown. That is one of the reasons for the survey. It is known, however, that the water depth at the end of the pier was 17 feet MLLW in 2007.