

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** April 01, 2008      ☒ Consent      ☐ Regular  
    ☐ Workshop      ☐ Public Hearing

## Department

**Submitted By:** Environmental Resources Management

**Submitted For:** Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

**A) accept** Modification No.2 to Purchase Order No. GA133F-06-SE-3414 with the U.S. Department of Commerce / National Oceanographic and Atmospheric Administration (NOAA) extending the due date to September 30, 2008 for seagrass mapping in the Lake Worth Lagoon (LWL) in the amount of \$16,077 that was previously budgeted in FY 2006-2007;

**B) accept** Purchase Order No. WC133F-07-SE-4909 in the amount of \$10,000 from NOAA for seagrass mapping in the LWL, expiring March 31, 2009;

**C) approve** Budget Amendment of \$26,077 in the General Fund to recognize revenue from both purchase orders; and

**D) authorize** The County Administrator, or his designee, to sign all future time extensions task assignments, certifications, and other forms associated with purchase order No. 133F-06-SE-3414 and No. WC133F-07-SE-4909, and necessary minor amendments that do not change the scope of work or terms and conditions of purchase orders.

**Summary:** The Budget Amendment recognizes both purchase orders from NOAA to fund LWL monitoring program costs for the 2007 Seagrass and Mangrove Mapping project. No local match required. Districts 1, 2, 3, 4, & 7 (SF)

**Background and Justification:** In August of 2006, NOAA committed to assist with costs of the 2006 seagrass and mangrove mapping project through a \$16,077 purchase order to the County for FY2006-2007. However, due to unfavorable weather conditions during the scheduled flight windows for aerial photography, the project was postponed until the Summer of 2007 when the necessary aerial photography was acquired. NOAA has continued its commitment to assist with LWL monitoring through a second purchase order for the amount of \$10,000 to the County for a combined total of \$26,077 for FY2007-2008. This is part of a collaborative effort for the purpose of implementing the LWL Management Plan. The intent of this project is to: 1) produce a map of seagrass and mangrove coverage of the LWL and Intracoastal Waterway; 2) summarize aerial extent of seagrass and mangrove coverage and analyze changes; and 3) produce digital orthophotographs from the 2007 imagery. The maps will serve as an important management tool for obtaining a current inventory of this valuable estuarine resource. These maps will be used to document large-scale trends in the status of this resource and serve as a comparison for future surveys. Work must be completed by September 30, 2008 and March 17, 2009.

**Attachments:**

1. Modification No. 2 to Purchase Order GA133F-06-SE-3414
2. Modification No. 1 to Purchase Order GA133F-06-SE-3414
3. NOAA Purchase Order GA133F-06-SE-3414 (\$16,077)
4. NOAA Purchase Order WC133F-07-SE-4909 (\$10,000)
5. Budget Amendment (0001)

**Recommended by:**

**Department Director**

3/4/08

Date \_\_\_\_\_

**Approved by:**

**County Administrator**

5/12/02

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$16,077</u>	<u>\$10,000</u>	_____	_____	_____
External Revenues	<u>(\$16,077)</u>	<u>(\$10,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

\$ 26,077.00 NOAA Purchase Order (Federal)

### C. Department Fiscal Review:

*[Signature]*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Administrator Comments:

atwillhite 3-11-08 3/11/08 3/11/08  
 OFMB *[Signature]* Contract Administrator *[Signature]*

### B. Legal Sufficiency:

*[Signature]*  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

- Attachment # 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE Dec 12, 2007		4. REQUISITION/PURCHASE REQ. NO. NFFN5470-8-29999		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. DEPT OF COMMERCE/NOAA NATIONAL MARINE FISHERIES SERVICE 263 13TH AVENUE SOUTH ST. PETERSBURG, FL 33701 HEATHER BLOOD 727-570-5698		CODE FN511023		7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code)  PALM BEACH, COUNTY OF P O BOX 4036 WEST PALM BEACH FL 334024036				Vendor ID: 00007667 DUNS: 078470481  CAGE: 1RFV4		(X)	
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GA133F-06-SE-3414		X	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13) Jun 9, 2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

US 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

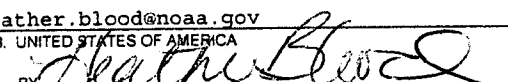
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). (such as changes in paying office, appropriation date, etc.)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION 02 TO EXTEND DELIVERY DATE TO 9/30/2008

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)  HEATHER BLOOD Contracting Officer heather.blood@noaa.gov		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) HEATHER BLOOD Contracting Officer 727-570-5698	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED Dec 12, 2007	

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0003	MODIFICATION 02 TO EXTEND PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2008.	1	EA	0.00	0.00

Accounting and Appropriation Data:

14.06.D8K3BHW.P00.37.010102010.3030000504000000.25270000.000000

DELIVERY DATE: 09/30/2008

SHIP TO: U.S. DEPT OF COMMERCE/NOAA

NATIONAL MARINE FISHERIES SERVICE

263 13TH AVENUE SOUTH

ST. PETERSBURG, FL 33701

FOB: Destination

Surcharge @ 0.0%:

0.00

4

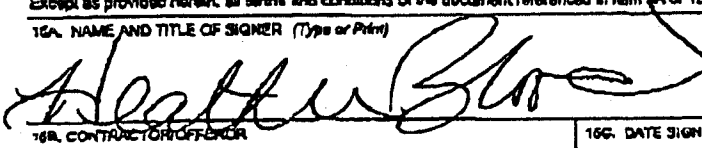
7207 11:25 FAX 727824530

NRAA-NMFS-SERU

- Attachment # 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE May 3, 2007		4. REQUISITION/PURCHASE REQ. NO. NFTW5470-7-13035		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DEPT OF COMMERCE/NOAA NATIONAL MARINE FISHERIES SERVICE 263 13TH AVENUE SOUTH ST. PETERSBURG, FL 33701 HEATHER BLOOD 727-570-5698		CODE FN511023		7. ADMINISTERED BY (If other than item 6) SEE BLOCK 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  PALM BEACH, COUNTY OF P O BOX 4036 WEST PALM BEACH FL 334024036				Vendor ID: 00007667 DUNS: 078470481 CAGE: 1RFV4		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GR133F-06-SE-3414  10B. DATED (SEE ITEM 13) JUL 9, 2006
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule  US 0.00						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.103 (b). (such as changes in pricing office, appropriation data, etc.)						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF						
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  NO COST EXTENSION TO EXTEND PERIOD OF PERFORMANCE UNTIL 12/31/2007 TO ALLOW AERIAL PHOTOGRAPHY TO TAKE PLACE IN THE SUMMER OF 2007						

Except as provided herein, all terms and conditions of the document referenced in item 1A or 10A as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or Print) 		16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) HEATHER BLOOD Contracting Officer heather.blood@noaa.gov 727-570-5698	
16C. CONTRACTOR/OFFICER (Signature of person authorized to sign)		16D. DATE SIGNED May 3, 2007	

12/2007 11:26 FAX 1218245307

NOAA-NMFS-SERU

002/002

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	U1	UNIT PRICE	AMOUNT
0001	CONTRACTOR WILL CREATE GIS MAPS OF SEAGRASS AND MANGROVES IN THE LAKE WORTH LAGOON.	1	JB	16,077.00	16,077.00

SEE ATTACHED STATEMENT OF WORK FOR ADDITIONAL DETAILS.

Accounting and Appropriation Data:

14.06.D8K3BHM.F00.37.010102010.3030000504000000.25270000.000000

US\$ 16,077.00

DELIVERY DATE: 09/30/2007

SHIP TO: U.S. DEPT OF COMMERCE/NOAA

NATIONAL MARINE FISHERIES SERVICE

263 13TH AVENUE SOUTH

ST. PETERSBURG, FL 33701

FOB: Destination

0002	EXTEND PERIOD OF PERFORMANCE TO ALLOW FOR AERIAL PHOTOGRAPHY IN THE SPRING/SUMMER OF 2007. PERIOD OF PERFORMANCE IS EXTENDED TO 12/31/2007	0	EA	0.00	0.00
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Accounting and Appropriation Data:

14.06.D8K3BHM.F00.37.010102010.3030000504000000.25270000.000000

DELIVERY DATE: 12/31/2007

SHIP TO: U.S. DEPT OF COMMERCE/NOAA

NATIONAL MARINE FISHERIES SERVICE

263 13TH AVENUE SOUTH

ST. PETERSBURG, FL 33701

FOB: Destination

Surcharge @ 0.0%:

0.00

# ORDER FOR SUPPLIES OR SERVICES

Attachment #3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09 Jun 2006		2. CONTRACT NO. (if any)		6. SHIP TO: FN511023	
3. ORDER NO. GA133F06SE3414		4. REQUISITION/REFERENCE NO. NFFN5470-6-00005		a. NAME OF CONSIGNEE U.S. DEPT OF COMMERCE/NOAA	
5. ISSUING OFFICE Address correspondence to: FN511023 U.S. DEPT OF COMMERCE/NOAA NATIONAL MARINE FISHERIES SERVICE 263 13TH AVENUE SOUTH ST. PETERSBURG, FL 33701 LEANNE WHITNEY 727-551-5711				b. STREET ADDRESS NATIONAL MARINE FISHERIES SERVICE 263 13TH AVENUE SOUTH	
7. TO: 00007667		TIN: 596000785		c. CITY ST. PETERSBURG	d. STATE FL
a. NAME OF CONTRACTOR PALM BEACH, COUNTY OF		DUNS: 078470481		e. ZIP CODE 33701	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS P O BOX 4036				8. TYPE OF ORDER	
d. CITY WEST PALM BEACH		e. STATE FL		f. ZIP 334024036	
9. ACCOUNTING AND APPROPRIATION BOC: OBLIGATED AMT: \$16,077.00 1406D8K3BHP0037010102010303000050400000025270000				10. REQUISITIONING OFFICE FN5470	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. Small <input checked="" type="checkbox"/> b. Other than small <input type="checkbox"/> c. Disadvantaged <input type="checkbox"/> d. Women-owned <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. Emerging small business <input type="checkbox"/> g. Service-disabled veteran-owned					
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE 30 Sep 2007	
13. PLACE OF a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS 00.00% 0 Days  Net 30	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	CONTRACTOR WILL CREATE GIS MAPS OF SEAGRASS AND MANGROVES IN THE LAKE WORTH LAGOON.  SEE ATTACHED STATEMENT OF WORK FOR ADDITIONAL DETAILS.	1	JB	16,077.00	16,077.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME U.S. DEPT OF COMMERCE/NOAA						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) NATIONAL MARINE FISHERIES SERVICE 263 13TH AVENUE SOUTH						
c. CITY ST. PETERSBURG		d. STATE FL	e. ZIP CODE 33701				

22. UNITED STATES OF AMERICA BY (Signature) <i>Leanne Whitney</i>		23. NAME (Typed) LEANNE WHITNEY 727-551-5711 (TITLE CONTRACTING/ORDERING OFFICER)	
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**1. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or

subsequent updates its information in the CCR database ( ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12 of the FAR; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

## **2. 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Feb 2006).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Good Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (July 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) "FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)." This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): WWW.ARNET.GOV

(d) "Inspection/Acceptance." The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been

tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

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## SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is (or attached to) the order: "Payment is requested in the amount of \$ \_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

## RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received,  
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

### REPORT OF REJECTIONS

[illegible]

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*National Oceanic Atmospheric Administration  
National Marine Fisheries Service  
Habitat Conservation Division  
Miami Field Office*

**STATEMENT OF WORK**

**TITLE: Coastal Construction Best Management Practices and Cumulative Impacts in  
Coral Reef Fish Nursery Habitat**

**WORK ASSIGNMENT MANAGER:**

**Jocelyn Karazsia  
National Marine Fisheries Service  
11420 North Kendall Drive, Suite 103  
Miami, Florida 33176  
(786) 263-0028**

[Jocelyn.Karazsia@noaa.gov](mailto:Jocelyn.Karazsia@noaa.gov)

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## C.2 Introduction

This project will evaluate the effects of coastal construction on essential fish habitats (EFH), primarily reef fish nursery habitats. Geographic information system (GIS) maps will be created of Lake Worth Lagoon in Palm Beach County, Florida seagrass and mangrove coverage. In addition, habitat maps will be created that depict trends in EFH, specifically seagrass and mangroves, presence using a time series of GIS data layers to determine historical and recent coastal construction events and resultant changes in the spatial extent of seagrass and mangrove habitats. The project is part of ongoing efforts by the Palm Beach County Department of Environmental Resources Management to map habitat within the Lake Worth Lagoon. The project is meant to be a two-year effort during which the development of management recommendations, based on site inspections of coastal projects, to avoid and minimize impacts to EFH will be realized in the second year pending approval of additional funds.

## C.3 Background

The Southeast Region (SER) Habitat Conservation Division's (HC) constituents have identified priority projects that require research and application of research results to coral reef ecosystem management. Coastal construction is one primary source of direct and indirect impacts to EFH (e.g., shading impacts to light-dependent organisms such as seagrasses). Mangroves and seagrasses provide important nursery habitat and refuge from predation for many important coral reef fish species (e.g., snapper-grouper complex). Coastal development, including dock construction, has caused substantial adverse effects on important nursery areas that support juvenile and subadult life history stages of reef fishes; however, few studies exist that address the effects of coastal construction on nursery habitat productivity, coral reef ecology, and long-term effects on fisheries. The general approach of this two-part project is to (1) create maps that depict trends in EFH presence; and (2) assess the effects of nursery habitat loss on fish stocks and evaluate long-term fisheries implications.

The HC is charged with providing EFH conservation recommendations to avoid and minimize impacts to habitats designated as EFH. These recommendations are based on the best available scientific evidence; however, critical gaps in the literature exist and ultimately preclude the Army Corps of Engineers adoption of our recommendations. As specified in the SER HC's Coral Reef Conservation Program (CRCP) Strategic Plan, these gaps include the loss of reef fish nursery habitats (mangroves and seagrasses) and effects on fisheries productivity. In addition, the HC actively participates in NOAA's CRCP and this project is being initiated as a component of NOAA's National Marine Fisheries Service's (NOAA Fisheries Service) efforts on behalf of the Coral Reef Task Force established by President Clinton in June 1998 through Executive Order #13089. The Executive Order, identified as Coral Reef Protection, seeks to "preserve and protect the biodiversity, health, heritage, and social and economic value of U.S. coral reef ecosystems and marine environment."

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Work completed by this project will address a direct management-related need and will provide information that will facilitate conservation and protection of important nursery habitats. This work will also address three Florida Local Action Strategy projects and will complement Puerto Rico and U.S. Virgin Islands priorities identified in the *Guide for Developers* proposal also being funded in FY06 through the CRCP. Furthermore, the U.S. Coral Reef Task Force has called upon NOAA and other federal and state agencies to address overfishing, land-based sources of pollution, marine construction impacts, and other stressors on reef resources. The project will benefit coral reef ecosystems by providing essential baseline maps and trends analysis of EFH presence from a time series of GIS data layers.

#### C.4 Scope

Start Date: Upon obligation of funds

End Date: 18 months from start date

In order to meet the objective of this work assignment, the contractor shall produce 2006 seagrass and mangrove maps in ArcMap compatible format, Projected to NAD 1983 HARN State Plane, Florida East FIPS 0901. The contractor shall complete the work in two distinct phases: production, which involves the creation of seagrass and mangrove shapefiles and habitat maps that depict trends in EFH (seagrass and mangroves) presence over time; and final report. The final report will include a brief description of the methodology used to create the coverages and the trends analysis and will include the GIS data layers for 2006 EFH coverage and 2001-2006 trends in seagrass presence and 1985-2006 trends in mangrove presence as attachments. Also, the contractor must provide copies of any GIS shapefiles and digital orthophotographs obtained with funding from this project to NOAA's Fisheries Service for distribution to NOAA's Coral Reef Information System (CoRIS) database and the South Atlantic Fishery Management Council (SAFMC).

The project execution must be conducted in a manner that carries out the technical tasks described in this document within the established 18-month timeframe. The development of the trends analysis must be accomplished in cooperation with NOAA Fisheries Service. In addition, the contractor must report problems or complications, if any arise during the execution of each task that could affect the timetable.

#### C.5 Applicable Documents

See <http://www.coralreef.noaa.gov/about/welcome.html> for links to Executive Order #13089 and information about the CRCP.

See <http://www.fgdc.gov/metadata/constan.html> for information regarding the required content of metadata. 16

#### C.6 Technical Tasks



**In order to meet the objective of this work assignment, the contractor shall perform the work in two distinct phases: production and final report.**

## Task I. Production

**A. Create 2006 GIS maps of seagrass and mangrove coverage in Palm Beach County, Florida.**

1. Produce seagrass and mangrove shapefiles using a combination of 2006 aerial photography, ground-truthing, and photointerpretation.
2. Produce digital orthophotographs from the 2006 imagery.

### B. Create GIS maps to support the trends analysis

Create habitat maps that depict trends in EFH (seagrass and mangroves) presence from a time series of GIS data layers, specifically 2001 and 2006 for seagrass and 1985, 2001, and 2006 for mangroves; note that 2001 GIS seagrass and mangrove shapefiles and data are already available, as well as 1985 data for mangroves, and that the 2006 GIS data will be created during the initial stage of this task. The 2001 Palm Beach County project serves as a baseline inventory for this and future studies.

## Task II. Final Report

The final report will contain a brief description of the methodology used to create the shapefiles and the trends analysis and will include the GIS data layers for 2006 EFH coverage and 2001-2006 trends in seagrass presence and 1985-2006 trends in mangrove presence as attachments.

1. Four hard copies of the text of the final report and six electronic copies, including spatial data as attachments, will be submitted to the NOAA Fisheries Service.
2. Metadata files must be created for spatial data coverages created as part of this project and must accompany all spatial data provided to the NOAA Fisheries Service as part of this project. The standard for metadata associated with data submitted to CoRIS is the Content Standard for Digital Geospatial Metadata.

## C.7 Deliverables

## Timetable

[illegible]

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PBDERM																			
Creation of 2006 EFH GIS data layers			*	*	*	*	*	*	*	*	*								
Creation of GIS trends in EFH maps												*	*	*	*				
Completion of GIS maps and final report															*	*	*	*	

The contractor must complete the work assignment in 18 months as stipulated in this scope of work. The contractor must submit the products requested in this document on a per task basis for review and approval by the work assignment manager prior to completion of each task. Four hard copies of the text of the project final report and six electronic copies must be submitted to the NOAA Fisheries Service Miami Field Office within 18 months of the issuance of the purchase order for completion of the project. The NOAA Fisheries Service will be responsible for distribution to NOAA's CoRIS database and the SAFMC.

#### C.8 Special Considerations

The contractor must carry out the work described in each technical task. The project must be completed in the timeframe stipulated in this document. If it is not possible to complete the project within the allotted time, it is the contractor's responsibility to inform the work assignment manager. The contractor will be paid on a per task basis once it has been demonstrated that work on a specific task or subtasks within each task has been completed. It is left to the discretion of the contractor to subcontract professional services as necessary to complete the required task.

Data providers are responsible for the completeness and accuracy of metadata records, and data and information offerings. Metadata must accompany all spatial data and should conform to the Content Standard for Digital Geospatial Metadata.

Attachment # 4

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30

1. Requisition Number

NFFN5300-7-18596

PAGE 1 OF 19

2. Contract No.

WC133F07SE4909

3. Award/Effective Date

Sep 17, 2007

4. Order Number

5. Solicitation Number

WC133F-07-RQ-0659

6. Solicitation Issue Date

Aug 14, 2007

7. For Solicitation  
Information Call:

a. Name SHARON L. WALKER

sharon.walker@noaa.gov

b. Telephone Number (No collect calls)

(816)426-7470

8. Offer Due Date/Local Time

Jul 17, 2007 / 12:00 PM

9. Issued By

Code AJ830023

U.S. DEPT OF COMMERCE/NOAA  
CENTRAL REGION ACQUISITION DIVISION  
601 EAST 12TH STREET, RM. 1756  
KANSAS CITY, MO 64106

10. This Acquisition is

- ☒ Unrestricted  
☐ Set-Aside % for  
☐ Small Business  
☐ Emerging Small Business  
☐ HUBZone Small Business  
☐ Service-Disabled Veteran-Owned  
8(a)

NAICS: 541360

Size Standard: \$5.4M

11. Delivery for FOB Destination Unless  
Block is Marked.☐ See Schedule

12. Discount Terms

Discount: 0%

Days: 0

Net due: 30

13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation

☒ RFQ ☐ IFB ☐ RFP

15. Deliver To

U.S. DEPT OF COMMERCE/NOAA  
CENTRAL REGION ACQUISITION DIVISION  
601 EAST 12TH STREET, RM. 1756  
KANSAS CITY, MO 64106

Code AJ830023

16. Administered By

U.S. DEPT OF COMMERCE/NOAA  
CENTRAL REGION ACQUISITION DIVISION  
601 EAST 12TH STREET, RM. 1756  
KANSAS CITY, MO 64106

Code AJ830023

17a. Contractor/Offeror

Code 00007667 Facility Code

PALM BEACH, COUNTY OF  
P O BOX 4036  
WEST PALM BEACH FL 334024036

18a. Payment Will Be Made By

Code AJ810023

U.S. DEPT. OF COMMERCE/NOAA/CASC  
FINANCIAL MANAGEMENT DIVISION/CC1  
601 EAST 12TH STREET, RM. 1765  
KANSAS CITY, MO 64106

Telephone No.

TIN: 596000785

17b. Check if Remittance is Different and Put Such Address in Offer.

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.

☐ See Addendum.

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

25. Accounting and Appropriation Data

1407E8K3BHP00850101020103030000503000000252700000000000

26. Total Award Amount (For Govt. Use Only)

US 10,000.00

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda ☐ are ☐ are not attachedX 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda ☒ are ☐ are not attached28. 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.

X 29. Award of Contract: Reference. \_\_\_\_\_ Offer

Dated Aug 30, 2007. Your offer on Solicitation (Block 5), including  
any additions or changes which are set forth herein, is accepted as to items:  
0001,0002

30a. Signature of Offeror/Contractor

31a. United States of America (Signature of Contracting Officer)

Donita S. McCullough

30b. Name and Title of Signer (Type or Print)

30c. Date Signed

31b. Name of Contracting Officer (Type or Print)

DONITA S. MCCULLOUGH

donita.s.mccullough@noaa.gov

31c. Date Signed

9-17-07

32a. Quantity in Column 21 Has Been

☐ Received☐ Inspected☐ Accepted, and Conforms to the Contract, Except as Noted: \_\_\_\_\_

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number

34. Voucher Number

35. Amount Verified Correct  
For

36. Payment

☐ Complete ☐ Partial ☐ 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

### SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	DUNS: 078470481 CAGE: 1RFV4  Create Trend Analysis GIS Maps Creation of Trends Analysis Geographic Information Systems (GIS) maps in accordance with the attached Statement of Work.	1	JB	5,000.00	5,000.00
0002	Final Report The final report will contain a brief description of the methodology used to create the trends analysis maps, in accordance with the Statement of work  Period of performance is 9/17/2007 through 03/31/2009.  Contractor shall return section 52.212-4 Offerors Representations and Certifications (completed)	1	JB	5,000.00	5,000.00

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### SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	DUNS: 078470481 CAGE: 1RFV4  Create Trend Analysis GIS Maps Creation of Trends Analysis Geographic Information Systems (GIS) maps in accordance with the attached Statement of Work.	1	JB	5,000.00	5,000.00
0002	Final Report The final report will contain a brief description of the methodology used to create the trends analysis maps, in accordance with the Statement ofwork  Period of performance is 9/17/2007 through 03/31/2009.  Contractor shall return section 52.212-4 Offerors Representations and Certifications (completed)	1	JB	5,000.00	5,000.00

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SCHEDULE Continued

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1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)  
(Reference 12.301)

2. 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)  
(Reference)

3. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.  
(End of clause)

4. POINT OF CONTACT

a. Lisamarie Carrubba is hereby designated as the Point of Contact (POC). The POC may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The POC is located at:

National Marine Fisheries Service  
PRD Caribbean Field Office PR 301KM 5.1  
Boqueron, PR 00622  
Phone: 787-851-3700

b. The responsibilities and limitations of the POC are as follows:

(1) The POC is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The POC is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

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

(End of clause)

5. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) "Definitions." As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

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

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



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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

"Veteran-owned small business concern" means a small business concern--

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

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

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

(3) "Taxpayer Identification Number (TIN)."

- ☐ TIN: \_\_\_\_\_  
☐ TIN has been applied for.  
☐ TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation,  
or foreign partnership that does not have income  
effectively connected with the conduct of a trade or  
business in the United States and does not have an  
office or place of business or a fiscal paying agent  
in the United States;  
☐ Offeror is an agency or instrumentality of a foreign  
government;  
☐ Offeror is an agency or instrumentality of the Federal  
Government.

(4) "Type of organization."

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

(5) "Common parent."

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) "Women-owned business concern (other than small business concern)." [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern. 26

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it /\_/ is, /\_/ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) "General." The offeror represents that either--

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

(B) It /\_/ has, /\_/ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. 27

(ii) /\_/ "Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small

disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) "Affirmative Action Compliance." The offeror represents that--

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

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

(e) "Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)." (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement Country," "Free Trade Agreement Country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

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

FREE TRADE AGREEMENT COUNTRY END PRODUCTS (OTHER THAN BAHRAINIAN OR MOROCCAN END PRODUCTS) OR ISRAELI END PRODUCTS:

Line item No. Country of origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(2) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I." If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II." If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Line Item No.	Country of Origin

[List as necessary]

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

(h) "Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)." (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) /\_/ Are, /\_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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(i) Certification Regarding Knowledge of Child Labor for "Listed End Products (Executive Order 13126)." \_\_\_\_\_

(1) "Listed end products."

Line End Product	Listed Countries of Origin

(2) "Certification." [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.] ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract.. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

☐ (2) Outside the United States.

(k)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

**6. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to

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implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

\_\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government

(Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

HUBZone \_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for

Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)

(June \_\_\_\_\_ (i) 52.219-6, Notice of Total Small Business Set-Aside 2003) (15 U.S.C. 644).

\_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

(6) \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

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

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

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

2004) (15 \_\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May U.S.C. 637(d)(2) and (3)).

(8)

2006) \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Sept 15 U.S.C. 637(d)(4)).

\_\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

U.S.C. \_\_\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 637(a)(14)).

1999) \_\_\_\_\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 15 U.S.C. 637(d)(4)(F)(i)).

(11)

Small \_\_\_\_\_ (i) 52.219-23, Notice of Price Evaluation Adjustment for Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

Program- \_\_\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

Program- \_\_\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation

Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).



Small \_\_\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Business Set-Aside (May 2004) (15 U.S.C. 657 f).  
 \_\_\_\_\_ (15) 52.219-28, Post Award Small Business Program  
 Rerepresentation \_\_\_\_\_ (June 2007) (15 U.S.C. 632(a)(2)).  
 X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).  
 \_\_\_\_\_ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2006) (E.O. 13126).  
 X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).  
 X (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).  
 \_\_\_\_\_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans,  
 Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).  
 X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).  
 \_\_\_\_\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans,  
 Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).  
 \_\_\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of  
 Union Dues or Fees (Dec 2004) (E.O. 13201).  
 (24) \_\_\_\_\_ (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).  
 \_\_\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.  
 (25) \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).  
 \_\_\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  
 \_\_\_\_\_ (26) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).  
 (27) \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).  
 \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.  
 X (iii) Alternate II (Jan 2004) of 52.225-3.  
 \_\_\_\_\_ (28) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).  
 \_\_\_\_\_ (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
 \_\_\_\_\_ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).  
 \_\_\_\_\_ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).  
 X (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
 \_\_\_\_\_ (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
 \_\_\_\_\_ (34) 52.232-33, Payment by Electronic Funds Transfer-Central

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Contractor Registration (Oct 2003) (31 U.S.C. 3332).

than \_\_\_\_\_ (35) 52.232-34, Payment by Electronic Funds Transfer-Other

Central Contractor Registration (May 1999) (31 U.S.C. 3332).

3332). \_\_\_\_\_ (36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C.

U.S.C. \_\_\_\_\_ (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5

552a).

(38)

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

\_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

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

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005)

(41 U.S.C. 351, et seq.).

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

Act- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Act- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

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

(End of Clause)

**7. 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)**

a. The period of performance of this contract is from 9/17/2007 through 3/31/2008

(End of clause)

**8. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

**9. 1352.237-70 REPORTS (MAR 2000)**

**a. Reports**

The Contractor shall submit, to the Government, all reports in accordance with the requirement of the Statement of Work. The report shall also include any additional information--including findings and recommendations--that may assist the Government in evaluating progress under this contract.

(End of clause)

**10. 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:  
National Marine Fisheries Service  
Protected Resources Division  
263 13th Avenue South

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St. Petersburg, FL 33701

(End of clause)

**11. 1352.247-72 MARKING DELIVERABLES (MAR 2000)**

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

Mark all deliverables with Purchase Order Number: WC133F-07-SE-4909

(End of clause)

**12. 1352.252-70 REGULATORY NOTICE (MAR 2000)**

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

**13. STATEMENT OF WORK**

**C.2 Introduction**

The objective of this work assignment is to complete trends analysis maps using seagrass and mangrove habitat coverage maps from a 2001-2007 time series in a geographic information system (GIS). The trends analysis maps of changes in essential fish habitat (EFH) will help determine historical and recent natural (hurricane) and human-induced (coastal construction events) and resultant changes in the spatial extent (mangroves only) and any species and density changes for seagrass. The project is part of ongoing efforts by the Palm Beach County Department of Environmental Resources Management to map habitats within the Lake Worth Lagoon. The project is also part of a collaborative effort with NOAA Fisheries to develop management recommendations, based on site inspections of coastal projects and the results of the trends analysis, to avoid and minimize impacts to EFH.

**C.3 Background**

NOAA Fisheries Service Habitat Conservation Division (HC) is charged with providing EFH conservation recommendations to avoid and minimize impacts to habitats designated as EFH. These recommendations are based on the best available scientific evidence; however, critical gaps in the literature exist and ultimately preclude the Army Corps of Engineers adoption of our recommendations. As specified in the SER HC's NOAA Coral Reef Conservation Program (CRCP) Strategic Plan, these gaps include the loss of reef fish nursery habitats (mangroves and seagrasses) and effects on fisheries productivity. This project is being initiated as a component of NOAA Fisheries Service's efforts on behalf of the Coral Reef Task Force established by President Clinton in June 1998 through Executive Order #13089. The Executive Order, identified as Coral Reef Protection, seeks to "preserve and protect the biodiversity, health, heritage, and social and economic value of U.S. coral reef ecosystems and marine environment."

Work completed as part of this project will address a direct management-related need and will provide information that will facilitate conservation and protection of important nursery habitats. This work will also address three Florida Local Action Strategy projects and will complement Puerto Rico and U.S. Virgin Islands priorities identified in the *Guide for Developers* proposal also being funded through the CRCP. Furthermore, the U.S. Coral Reef Task Force has called upon NOAA and other federal and state agencies to address overfishing,

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land-based sources of pollution, marine construction impacts, and other stressors on reef resources. The project will benefit coral reef ecosystems by providing trends analysis of EFH presence from a time series of GIS data layers.

#### C.4 Scope

Start Date: Date of Award

End Date: 18 months from start date

In order to meet the objective of this work assignment, the contractor shall produce habitat maps that depict trends in EFH (seagrass and mangroves) presence over time; and a final report. The final report will include a brief description of the methodology used to complete the trends analysis and complete the GIS maps of trends. The maps shall be included as attachments to the final report and shall be provided in the form of GIS shapefiles and .jpg images. NOAA Fisheries Service will distribute copies of the maps to NOAA's Coral Reef Information System (CORIS) database, as required for CRCP funded projects, and the South Atlantic Fishery Management Council.

The project execution must be conducted in a manner that carries out the technical tasks described in this document within the established 18-month timeframe. The development of the trends analysis must be accomplished in cooperation with NOAA Fisheries Service. In addition, the contractor must report problems or complications, if any arise during the execution of each task that could affect the timetable.

#### C.5 Applicable Documents

See <http://www.coralreef.noaa.gov/about/welcome.html> for links to Executive Order #13089 and information about the CRCP.

See <http://www.fgdc.gov/metadata/contstan.html> for information regarding the required content of metadata, which should be submitted along with the GIS shapefiles.

#### C.6 Technical Tasks

In order to meet the objective of this work assignment, the contractor shall perform the work in two distinct phases: production and final report.

##### Task I. Production

- Create GIS maps to support the trends analysis
  - Create habitat maps that depict trends in EFH (seagrass and mangroves) presence from a time series of GIS data layers, specifically 2001 and 2007 for seagrass, and 1985, 2001, and 2007 for mangroves. Note that 2001 GIS seagrass and mangrove shapefiles and data are already available, as well as 1985 data for mangroves, and that the 2006 GIS data are being generated as part of a FY06 purchase order. The 2001 Palm Beach County project serves as a baseline inventory for this and future studies.
  - Maps should also include information on changes in seagrass species patterns and abundance.
  - The creation of the trends analysis maps shall be realized in coordination with NOAA Fisheries and a brief progress report summarizing the methods used in the trends analysis shall be submitted to NOAA Fisheries upon completion of this task.

##### Task II. Final Report

The final report will contain a brief description of the methodology used to create the trends analysis maps, which will be included as attachments. The contractor shall submit a draft of the report and maps to NOAA Fisheries for review and shall make any necessary edit changes to the

document based on comments received from NOAA Fisheries prior to submission of the final report.

1. Four hard copies of the final report and six electronic copies, including spatial data in the form of shapefiles as attachments, will be submitted to the NOAA Fisheries Service.

2. Metadata files must be created for spatial data coverages created as part of this project and must accompany all spatial data provided to the NOAA Fisheries Service as part of this project. The standard for metadata associated with data submitted to CoRIS is the Content Standard for Digital Geospatial Metadata.

#### C.7 Deliverables

##### Timetable

Tasks	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1. Creation of GIS trends in EFH maps		*	*	*	*	*	*	*	*	*	*	*	*	*	*				
2. Completion of GIS maps and final report												*	*	*	*	*	*	*	*

The contractor must complete the work assignment in 18 months as stipulated in this scope of work. The contractor must submit the products requested in this document on a per task basis for review and approval by the work assignment manager prior to completion of each task. Four hard copies of the project final report and six electronic copies must be submitted to the NOAA Fisheries Service West Palm Beach Field Office within 18 months of the issuance of the purchase order for completion of the project. The NOAA Fisheries Service will be responsible for distribution of the report to NOAA's Coral Reef Information System (CoRIS) database and the South Atlantic Fishery Management Council.

#### C.8 Special Considerations

The contractor must carry out the work described in each technical task. The project must be completed in the timeframe stipulated in this document. If it is not possible to complete the project within the allotted time, it is the contractor's responsibility to inform the work assignment manager. The contractor will be paid on a per task basis once it has been demonstrated that work on a specific task or subtasks within each task has been completed. It is left to the discretion of the contractor to subcontract professional services as necessary to complete the required task.

Data providers are responsible for the completeness and accuracy of metadata records, and data and information offerings. Metadata must accompany all spatial data and should conform to the Content Standard for Digital Geospatial Metadata

#### 14. IT SECURITY

**Security Requirements:** The C&A requirements of clause CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) does not apply, and a Security Accreditation Package is not required.

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended 2/27/2008	REMAINING BALANCE
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REVENUES

380-3069 Sea Grass Mapping	4399-Oth Physical Environment Rev	0	0	26,077	0	26,077	
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<b>TOTAL RECEIPTS &amp; BALANCES</b>		1,018,278,583	1,020,087,772	26,077	0	1,020,113,849	
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EXPENDITURES

380-3069 Sea Grass Mapping	3401-Other Contractual Services *	0	0	26,077	0	26,077	0	26,077
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<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		1,018,278,583	1,020,087,772	26,077	0	1,020,113,849		
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Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

*Richard E. Uvalde* 3/3/08  
*Atwillhite* 3.11.08

*3/10/08*

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

April 1, 2008

Deputy Clerk to the  
Board of County Commissioners