

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WX3JR9-2347-0392		PAGE 1 OF 8	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACA83-03-T-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARRIE K WAKUMOTO		b. TELEPHONE NUMBER (No Collect Calls) 808-438-8591		6. SOLICITATION ISSUE DATE 16-Dec-2002	
9. ISSUED BY CONTRACTING DIVISION USAED, HONOLULU BLDG S230 (CA83) FT. SHAFTER HI 96858-5440		CODE DACA83		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:		SIC: 8713 SIZE STANDARD: \$4,000,000		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO CONTRACTING DIVISION USAED, HONOLULU BLDG 230 FT. SHAFTER HI 96858-5440 TEL: FAX:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		SEE SCHEDULE					
24. AMOUNT							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL:		EMAIL:	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUBSURFACE DRILLING AND SAMPLING FOR THE FFP FY04 PHASE 2C AND 2D WHOLE BARRACKS RENEWAL PROJECT, SCHOFIELD BARRACKS, OAHU, HAWAII	1	Lump Sum		

Contractor shall furnish all labor, equipment, material transportation and any incidental services to provide service in accordance with the below Scope of Work entitled "Subsurface Drilling and Sampling for the FY04 2C and 2D Whole Barracks Renewal Project, Schofield Barracks, Oahu, Hawaii," dated December 13, 2002.
PURCHASE REQUEST NUMBER: WX3JR9-2347-0392

NET AMT

FOB: Destination

SCOPE OF WORK

SCOPE OF WORK

**SUBSURFACE DRILLING AND SAMPLING
FOR THE
FY04 PHASE 2C AND 2D WHOLE BARRACKS RENEWAL PROJECT
SCHOFIELD BARRACKS, OAHU, HAWAII**

13 December 2002

The purpose of the project is to determine subsurface conditions at the locations identified in the field by the Government's Representative. The site is located within the cantonment area of Schofield Barracks Military Reservation (base proper), Oahu, Hawaii. Ten (10) engineering test borings are proposed to a maximum depth of twenty-five (25) feet each. Continuous two (2) inch diameter split barrel samples shall be taken in two (2) foot intervals to a depth of ten (10) feet or at the change of material as directed by the Government Representative. In addition, a maximum of two (2) 3-inch ring-lined split-barrel samples shall be required at depths to be determined during drilling in each borehole. All drilling and sampling of soils shall meet the requirements of ASTM D1586-84, "Standard Test Method for Penetration Test and

Split-Barrel Sampling of Soils.” All drilling and sampling of rock shall meet the requirements of ASTM D2113-70, “Standard Test Method for Diamond Core Drilling For Site Investigations.” The contractor may choose any drilling method for advancing the borehole through potential boulders or in between penetration test samples. The contractor shall store all samples for a maximum to two (2) weeks and/or deliver to a designated (local) soils testing laboratory upon completion of all drilling and sampling operations.

In addition to the test borings, two (2) bulk soil samples (approximately fifty (50) pounds each) shall be collected at the locations directed by the Government Representative at a depth of six (6) inches to thirty-six (36) inches. Bulk soil samples shall be free of roots, debris and decomposed organics and may be obtained by any method of excavation that does not significantly alter the soil properties.

All drilling sites and bulk sampling sites will be truck accessible (relocated for structures and utilities) on level ground but may be located adjacent to active roadways on Schofield Barracks. The contractor shall provide for all safety procedures and materials necessary for performing the work. The contractor shall also provide all equipment, tools, materials, supplies (including plastic sample bags) and personnel to perform the required work. A technical representative of the Government will be on-site during the drilling operations. All drilling and sampling shall be completed within 30 days of award of this purchase order but not later than 15 February 2003.

Payment for mobilization and demobilization will be made at the lump sum contract unit price. Payment for drive sample boring and standard penetration testing will be at the contract unit price per linear feet of borehole that was actually drilled, sampled, tested and cased in accordance with the specifications. Payment for rock core drilling will be at the contract unit price per linear feet of coring that was actually drilled, sampled, tested and cased in accordance with the specifications. Payment for bulk soil samples will be made at the contract unit price for each sample obtained in accordance with the specifications.

The technical point of contact is Eric D. Bjorken and may be telephoned at (808) 438-5450 or contact e-mail at **Eric.D.Bjorken@usace.army.mil**.

Safety Requirements

The contractor must submit a Site Safety and Health Plan (SSHP) in accordance with all provisions of the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. No work will commence until the SSHP has been reviewed and accepted by the Government Representative and following award. The contractor shall comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards. [Title 29, CFR Chap 18, Part 1910 (OSHA)]

SCHEDULE OF DRILLING AND SAMPLING

<u>ITEM</u>	<u>UNITS</u>
1. Mobilization and demobilization	1 EA
2. Drive sample boring and penetration testing	250LF
3. Bulk soil sampling	2 EA

-- END OF SCOPE OF WORK --

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-3	Offeror Representations and Certifications - Commercial Items	MAY 2002
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jul 2002) Alternate I	APR 2002
52.212-3 Alt II	Offeror Representations and Certifications--Commercial Items (Jul 2002) Alternate II	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

(a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.

(b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)

(c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) ALTERNATE I (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

X(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

(Contracting Officer check as appropriate.)

X(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

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

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

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

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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):

<http://farsite.hill.af.mil/VFFARa.htm>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

<http://www.hq.usace.army.mil/cepr/asp/acquisition/efars.asp>

(End of clause)