

|  |  |   |  |   |  |   |  |
|--|--|---|--|---|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>  |  |   |  | 1. REQUISITION NUMBER<br>WX3JR9-2347-0390   |  | PAGE 1 OF 7   |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br>DACA83-03-T-0007  |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>CARRIE K WAKUMOTO  |  | b. TELEPHONE NUMBER (No Collect Calls)<br>808-438-8591  |  | 6. SOLICITATION ISSUE DATE<br>16-Dec-2002   |  |
| 9. ISSUED BY<br>CONTRACTING DIVISION<br>USAED, HONOLULU<br>BLDG S230 (CA83)<br>FT. SHAFTER HI 96858-5440   |  | CODE<br>DACA83  |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input checked="" type="checkbox"/> SET ASIDE: 100% FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV. BUSINESS<br><input type="checkbox"/> 8(A) |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE                                |  |
| TEL:<br>FAX:   |  | SIC: 7335<br>SIZE STANDARD: \$6,000,000   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |  | 12. DISCOUNT TERMS  |  |
| 15. DELIVER TO CONTRACTING DIVISION<br>USAED, HONOLULU BLDG 230<br>FT. SHAFTER HI 96858-5440<br>TEL: FAX:  |  | CODE  |  | 16. ADMINISTERED BY   |  | CODE  |  |
| 17a. CONTRACTOR/ OFFEROR   |  | CODE  |  | 18a. PAYMENT WILL BE MADE BY  |  | CODE  |  |
| TEL.   |  | FACILITY CODE   |  | 13b. RATING   |  | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |  |
| <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  |  |
|  |  | SEE SCHEDULE  |  |   |  | 23. UNIT PRICE  |  |
|  |  |   |  |   |  | 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<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |  |   |  | 33. SHIP NUMBER<br><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<br><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    | VIDEOTAPE RECORDING UNLINED STORM<br>FFP<br>DRAINAGE TUNNEL, 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 "Videotape Recording Unlined Storm Drainage Tunnel, Schofield Barracks, Oahu, Hawaii" dated December 5, 2002.  
PURCHASE REQUEST NUMBER: WX3JR9-2347-0390

---

NET AMT

FOB: Destination

SCOPE OF WORK

SCOPE OF WORK

VIDEOTAPE RECORDING UNLINED STORM DRAINAGE TUNNEL  
SCHOFIELD BARRACKS, OAHU, HAWAII

5 DECEMBER 2002

The purpose of this project is to videotape an unlined storm sewer in Schofield Barracks, Oahu, Hawaii using remote video camera taping technology. The tunnel is approximately 624 meters (2051 feet) long with 6 manholes at various intervals along the route. The location of the tunnel and manholes are shown in Figures 1 thru 4. The manhole numbers and distances along the tunnel are as follows:

| MANHOLE NO. | Distance (meters) |
|-------------|-------------------|
| DJ-5A       | Start             |
| D-1-17      | 105.90            |
| D-1-18      | 116.75            |
| D-1-19      | 211.20            |
| D-1-21      | 333.30            |
| D-1-22      | 448.30            |

|        |        |
|--------|--------|
| D-1-23 | 547.80 |
| Outlet | 624.00 |

This storm sewer is a 4' X 4' (feet) hand-dug unlined tunnel in clayey silt volcanic soil. The average depth to the crown of the tunnel from the ground surface is about 5 meters (15 feet). Unless the outside weather is rainy, the tunnel is ephemeral, flowing only during heavy rains. Although the tunnel invert is relatively level (with gradual sloping gradient), obstructions (debris, boulders, low areas with mud/water and roots and possibly minor cave-ins, etc.) may preclude passage of the remote operated vehicle (ROV) tractor. If such case is encountered, videotaping the tunnel will be resumed from the opposite end until the obstruction is reached or another obstruction prevents passage of the ROV tractor.

The videotape recording shall be in color and of sufficient resolution to identify objects such as rock boulders, cave-ins, erosion features, debris, roots and unidentified blockages. Two (2) VHS format videocassette recordings are required to be delivered to the technical point of contact. The videotape recording shall also have a distance measuring system such that locations of objects in the tunnel may be located on the ground surface with an accuracy of 30.48 centimeters (1 foot).

The contractor must submit a Site Safety and Health Plan (SSHP) in accordance with all provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. As part of the SSHP and in case tunnel entry is required, a confined space entry procedure shall be included. No work will begin until the SSHP has been reviewed and accepted by the Government Representative. The contractor shall provide for all safety procedures and materials for performing the work.

All work must be completed within 30 days of award of this purchase order but no later than 31 January 2003. The technical point of contact for this project is Eric D. Bjorken and may be telephoned at (808) 438-5450.

**-- 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 |
| 52.212-4     | 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).

(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).

(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).

(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.)

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

(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):

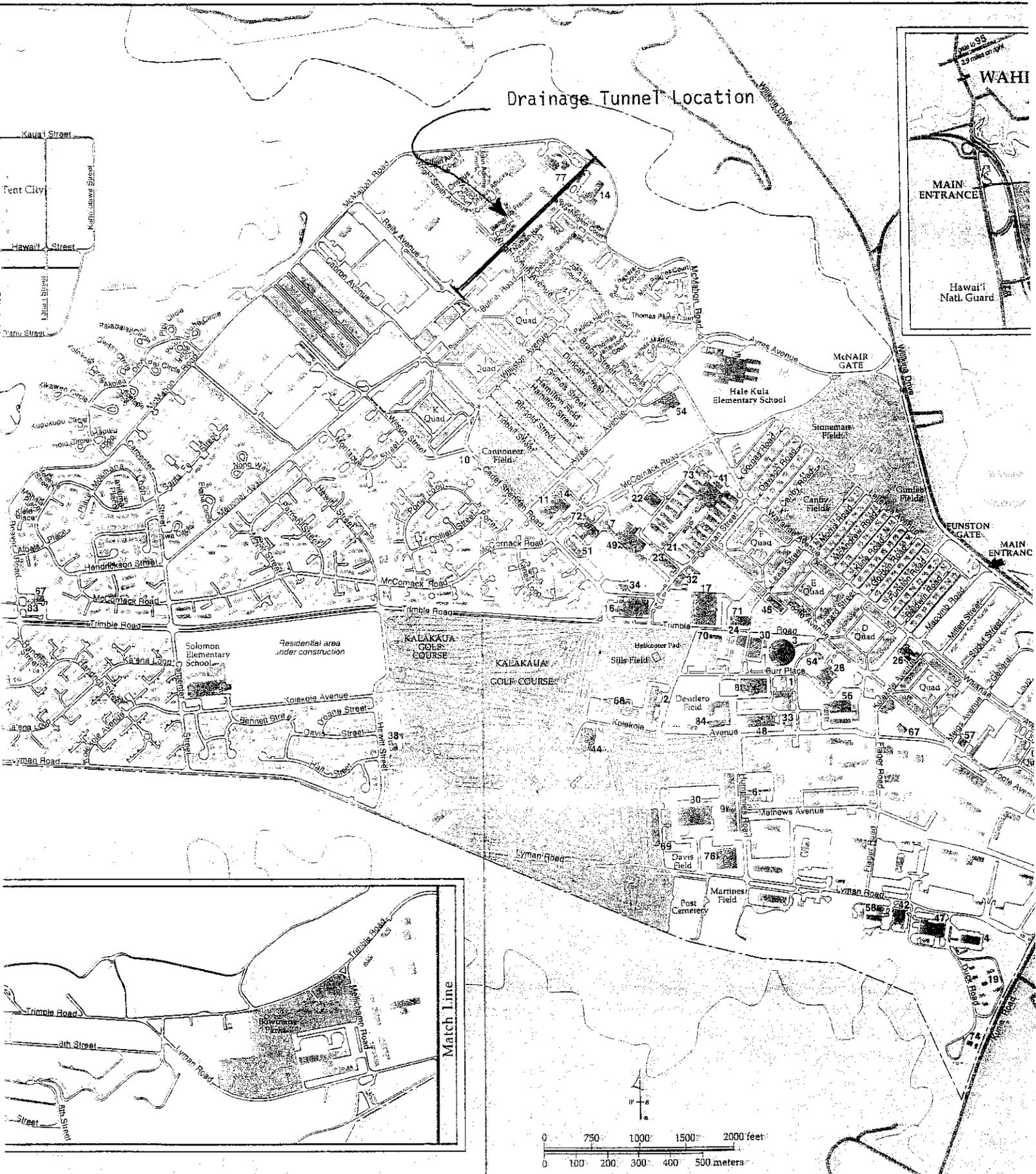
<http://farsite.hill.af.mil/VFFARa.htm>

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

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

(End of clause)

# SCHOFIELD BARRACKS

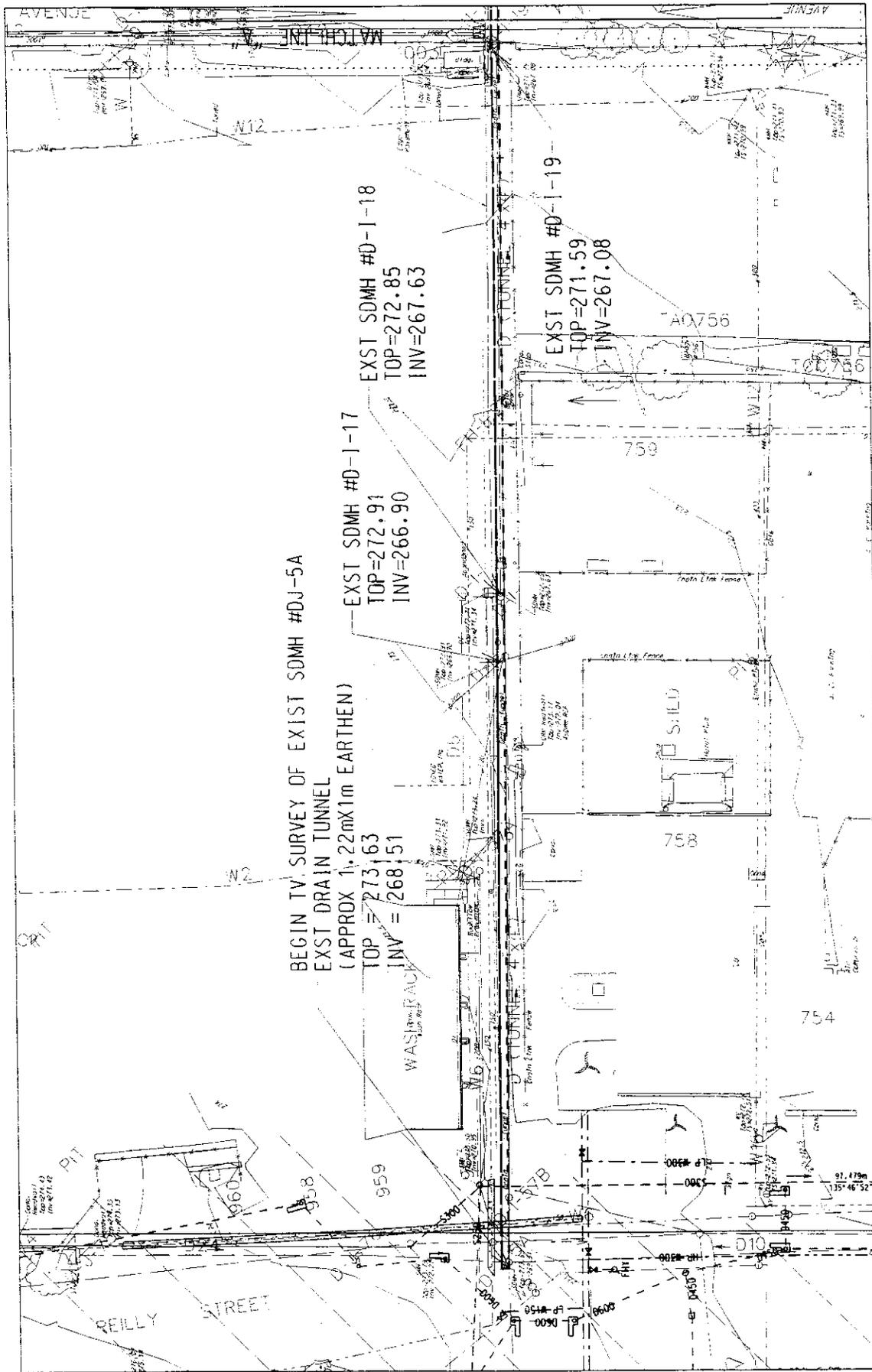


Manoa Mapworks, Inc.

Copyright © 2001 AT&T. All Rights Reserved. Cartography by Manoa Mapworks, Inc.

SITE LOCATION MAP

FIGURE 1



BEGIN TV SURVEY OF EXIST SDMH #DJ-5A  
 EXIST DRAIN TUNNEL  
 (APPROX 1.22mX1m EARTHEN)

TOP = 273.63  
 INV = 268.51

EXIST SDMH #D-1-17  
 TOP=272.91  
 INV=266.90

EXIST SDMH #D-1-18  
 TOP=272.85  
 INV=267.63

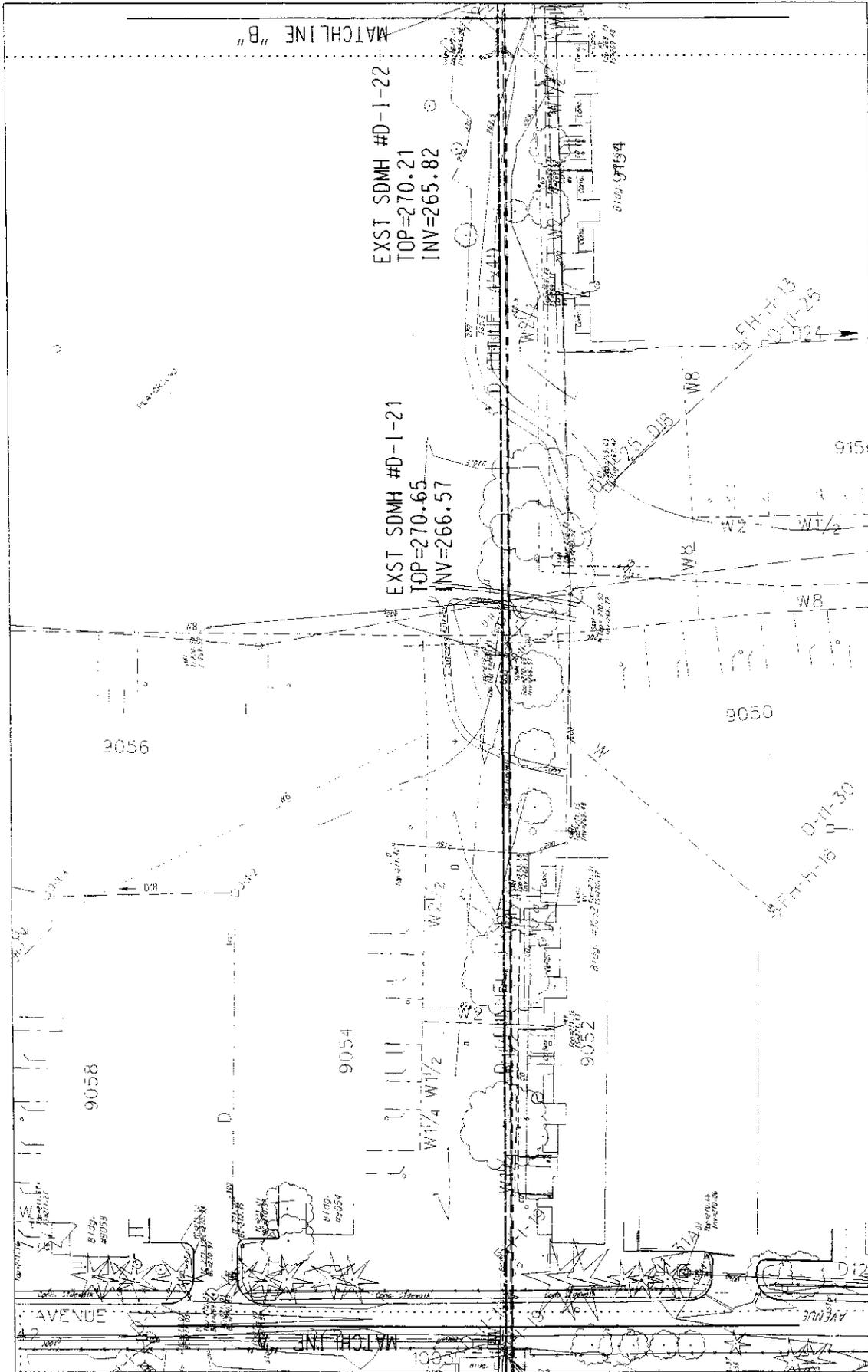
EXIST SDMH #D-1-19  
 TOP=271.59  
 INV=267.08

TVsurveyscope.dgn 11/22/2002 02:01:45 PM

DRAINAGE TUNNEL PLAN

11/20/02  
 AS ALG  
 Approx Langjoh 2001/01

FIGURE 2



DRAINAGE TUNNEL PLAN

TVsurveyscope.dgn 11/22/2002 02:02:01 PM

FIGURE 3

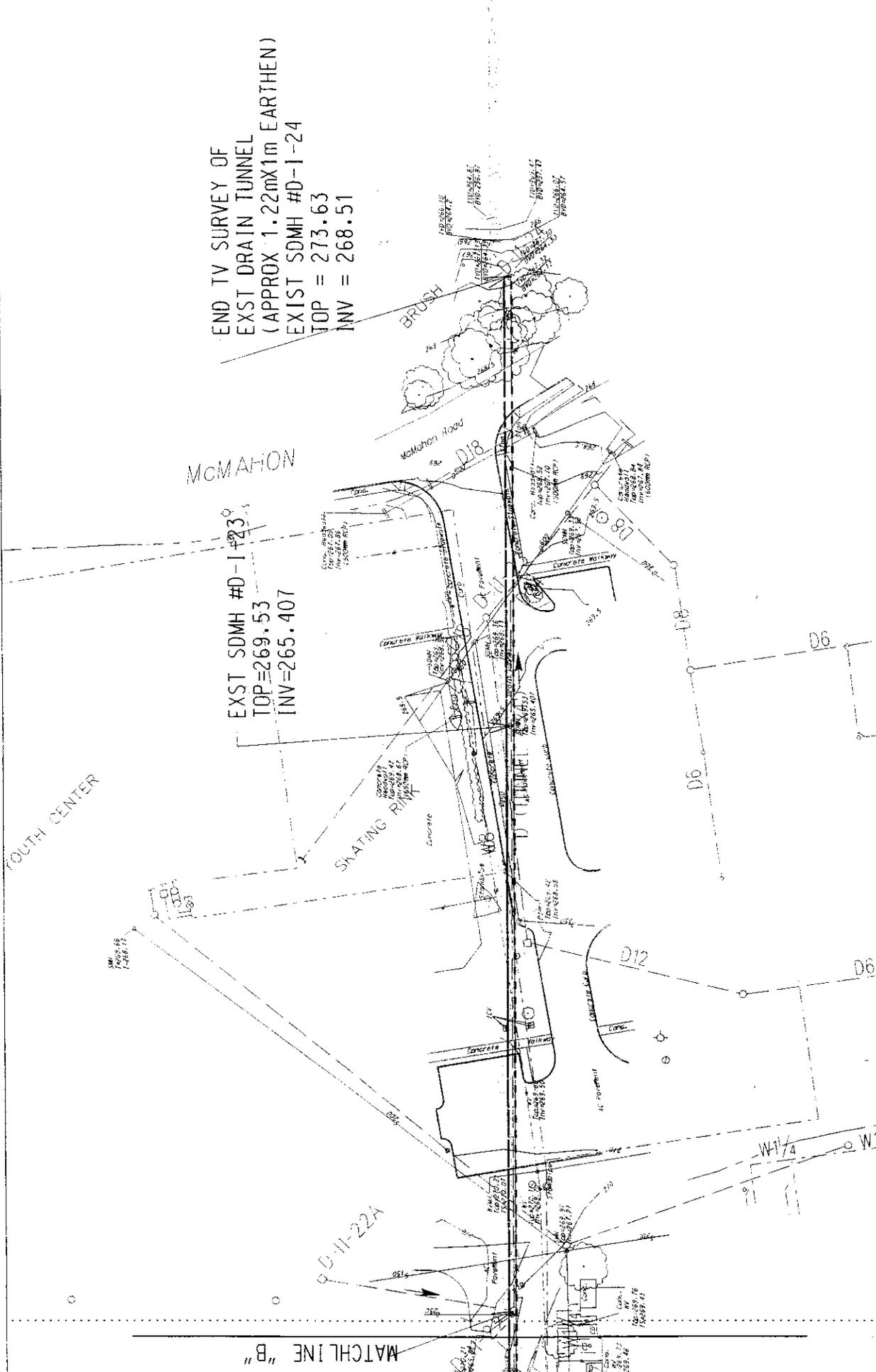


FIGURE 4