

Tinian ⁰³
4,5

GOVERNMENT OF GUAM

AGANA

December 21, 1973

MEMORANDUM

TO: The Governor
FROM: President, University of Guam
SUBJECT: U. S. Air Force Contract

Attached herewith is a potential contract with the U. S. Air Force. The contract solicits the aid of the University of Guam Marine Laboratory in preparing an environmental impact statement for the proposed Tinian air base.

The job is within the capability of our Marine Laboratory. It is my understanding that our participation is in no way involved with the ultimate political decision that is to be reached between the people of Tinian, the Marianas Political Status Commission, and the U. S. Government with regard to Air Force land use in Tinian. We are merely being asked to provide a professional opinion as to whether or not the construction and operations contemplated by the Air Force will be detrimental to Tinian's marine ecosystem. The data resulting from our Marine Laboratory team's efforts would be beneficial both to the Air Force and the people of Tinian. The Laboratory's impact survey might well be instrumental in averting a potential ecological catastrophe.

Funds to cover the total expense of the expedition will be met entirely by the Air Force. These funds will be paid into the University's Auxiliary Services Account. The Vice President for Business Affairs will disburse these funds to cover expenses. No use of operational monies will be needed.

Personnel involved include those in both academic year and administrative contract status. Academic year personnel will be on between semester leave during the contract period and will be provided consulting fees to reimburse them for their work during the holidays. The administrative personnel will take leave without pay and be reimbursed with consulting fees.

I feel that our Marine Laboratory has been and will continue to provide a valuable service both to government agencies and private citizens in the area of environmental impact work.

We respectfully request your approval of this contract as per page B1(A) of the attached document.

PEDRO C. SANCHEZ

Attachment

027996

[DATE 12/1/73]

16
4.5

SECTION A

INFORMATION TO OFFERORS

SOLICITATION NO. 64605-7A 015
ADVERTISED (IF) NEGOTIATED (RFP)

FM

ISSUING OFFICE (Complete mailing address including Zip Code)

PACAF PROCUREMENT CENTER, HAWAII
15TH AIR BASE WING/LGP
APO SAN FRANCISCO 96553

ITEM(S) TO BE PURCHASED (Brief description)

MARINE ENVIRONMENTAL IMPACT SURVEY ON TINIAN, MARIANA ISLANDS,
TRUST TERRITORY OF THE PACIFIC ISLANDS.

THIS PROCUREMENT IS:

UNRESTRICTED

SET-ASIDE. (THIS IS A % SET-ASIDE FOR SMALL BUSINESS OR LABOR SURPLUS AREA CONCERNS.) (SEE SECTION C OF THE TABLE OF CONTENTS IN THIS SOLICITATION FOR DETAILS OF THE SET-ASIDE.)

OTHERWISE RESTRICTED TO

X UNIVERSITY OF GUAM

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. Bidders, offerors and applicants are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

OFFEROR "FILL-INS". Offeror "fill-ins" are provided on the face and reverse of Standard Form 33 or other solicitation document and Section 1 of Table of Contents in this solicitation and should be examined for applicability.

~~CAUTION: The provisions of this solicitation entitled "Cancellation, Modifications or Withdrawals"~~

OFFERS. The envelope used in submitting your offer must be plainly marked with the Solicitation Number, as shown above, and the time, zone and date set forth in the solicitation document (Block 9 of Standard Form 33).

NO OFFER. If NO OFFER is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, staple, affix postage, and mail. NO ENVELOPE IS NECESSARY.

NOTE Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL (Not applicable if Standard Form 33 is attached)

ADDITIONAL INFORMATION

OF-17 (NOV. 60)

027997

NAME AND ADDRESS

TELEPHONE (Area Code, No. & Ext.)

NO COLLECT
CALLS

UNABLE TO IDENTIFY THE ITEM(S)

DO NOT REUSE, RESELL, OR SELL THE ITEMS INVOLVED

OTHER (Specify)

WE DO WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.

NAME AND ADDRESS OF FIRM (Include Zip Code)

SIGNATURE

TYPE OR PRINT NAME AND TITLE OF SIGNER

OLD

FOLD

LD

FOLD

FROM:

AFFIX STAMP HERE

TO: PACAF PROCUREMENT CENTER, HAWAII
15TH AIR BASE WING
APO SAN FRANCISCO 96553

SOLICITATION NO. F64605-74-R-0015

CLOSING TIME, ZONE AND DATE 4:00 P.M., HI, 14 DECEMBER 1973

SECTION A

INFORMATION TO OFFERORS

SOLICITATION NO.
 F64605-72
 ADVERTISED ()

5
 NEGOTIATED (RFP)

FM

ISSUING OFFICE (Complete mailing address including Zip Code)

**PACAF PROCUREMENT CENTER, HAWAII
 15TH AIR BASE WING/LGP
 APO SAN FRANCISCO 96553**

ITEM(S) TO BE PURCHASED (Brief description)

**MARINE ENVIRONMENTAL IMPACT SURVEY ON TINIAN, MARIANA ISLANDS,
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OTHERWISE RESTRICTED TO

UNIVERSITY OF GUAM

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. Bidders, offerors and applicants are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

OFFEROR "FILL-INS". Offeror "fill-ins" are provided on the face and reverse of Standard Form 33 or other solicitation document and Section B of Table of Contents in this solicitation and should be examined for applicability.

~~CAUTION: The contents of this solicitation entitled "Large Quantity Modifications or Withdrawals"~~

OFFERS. The envelope used in submitting your offer must be plainly marked with the Solicitation Number, as shown above, and the time, zone and date set forth in the solicitation document (Block 9 of Standard Form 33).

NO OFFER. If NO OFFER is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, staple, affix postage, and mail. NO ENVELOPE IS NECESSARY.

NOTE Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U. S. C. 1001.

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL (Not applicable if Standard Form 33 is attached)

ADDITIONAL INFORMATION

OF-17 (NOV. 60)

027999

NAME AND ADDRESS

TELEPHONE (Area Code, No. & Ext.)

**NO COLLECT
 CALLS**

DO NOT COMPLETE THESE SPECIFICATIONS	DATE OF DELIVERY	BY
UNABLE TO IDENTIFY THE ITEM(S)	DO NOT REGULARLY MANUFACTURE	OR SELL THE ITEMS INVOLVED

OTHER (Specify)

WE DO WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.

NAME AND ADDRESS OF FIRM (Include Zip Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

[Large blank area for message content]

FROM:

AFFIX STAMP HERE

TO: PACAF PROCUREMENT CENTER, HAWAII
 15TH AIR BASE WING
 APO SAN FRANCISCO 96553

SOLICITATION NO. F64605-74-R-0015

CLOSING TIME, ZONE AND DATE 4:00 P.M., HI, 14 DECEMBER 1973

SOLICITATION AND AWARD

B1

1. CONTRACT (Proc. Inst. Ident.) NO.	2. SOLICITATION NO. F64605-74-R-0015 <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 73 DEC 05	4. REQUISITION/PURCHASE REQUEST NO. CE-74-LP-186
7. ISSUED BY PACAF PROCUREMENT CENTER, HAWAII 15TH AIR BASE WING/LGP APO SAN FRANCISCO 96553		8. ADDRESS OFFER TO (If other than Block 7)	

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN BLDG 1201, HICKAM AFB, HAWAII until 4:00 P.M. HL 14 DEC 1973 (Time, Zone, and Date). If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:
 1. The attached Solicitation Instructions and Conditions
 2. The General Provisions (SERVICES/NOV 1973)
 3. The Schedule included below and/or attached hereto.
 4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

which is attached or incorporated herein by reference.
 FOR INFORMATION CALL (Name and Telephone No.) (No collect calls): MR. JAMES MIYANO/(808)449-1477

TABLE OF CONTENTS

THE FOLLOWING CHECKED SECTIONS ARE CONTAINED IN THE CONTRACT

SEC	PART I - GENERAL INSTRUCTION	PAGE	SEC	PAGE
X A	Cover Sheet		H	Deliveries or Performance
X B	Contract Form & Representations, Certifications & Other Statements of Offerors	B1-4	I	Inspection & Acceptance
X C	Instructions, Conditions and Notices to Offerors	C5-9	J	Special Provisions
D	Evaluation and Award Factors		K	Contract Administration Data
X E	Supplies/Services and Prices	E 10	L	PART III - GEN PROVISIONS
X F	Description/Specifications	F11-15		General Provisions & Additional General Provisions
G	Preservation/Packaging			PART IV - LIST OF DOCUMENTS AND ATTACHMENTS
			M	List of Documents and Attachments

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

16. DISCOUNT FOR PROMPT PAYMENT SEE SECTION C, PROVISION 9
 % 10 CALENDAR DAYS; % 20 CALENDAR DAYS; % 30 CALENDAR DAYS; % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS: University of Guam, P.O. Box EK, Agana, Guam 96910. Area Code and Telephone No.: 749-2177. FACILITY CODE: _____

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print): PEDRO C. SANCHEZ, President

19. SIGNATURE: _____ 20. OFFER DATE: 12/14/73

Check if Remittance Address Is Different From Above - Enter Such Address In Schedule.

AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED _____ 22. AMOUNT: 57X3300 244-7412 P313 BAAN 4-4P-6 5668300

23. ACCOUNTING AND APPROPRIATION DATA: 57X3300 244-7412 P313 BAAN 4-4P-6 5668300

24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 27

25. NEGOTIATED PURSUANT TO: 10 U.S.C. 2304(a)(2) 41 U.S.C. 252(a)(1)

26. ADMINISTERED BY: Criticality Designator Code C. Pre-Award Survey Serial No. _____

27. PAYMENT WILL BE MADE BY: ACCOUNTING & FINANCE OFFICER, 15TH AIR BASE WING/ACF, APO SAN FRANCISCO 96553

28. NAME OF CONTRACTING OFFICER (Type or Print): _____ 29. UNITED STATES OF AMERICA

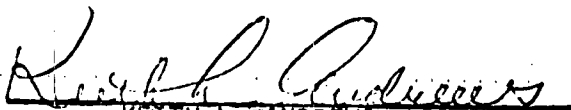
30. AWARDED DATE: _____ BY: _____ (Signature of Contracting Officer)

ATTACHMENT TO SECTION B - PAGE B1(A)

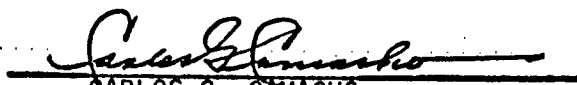
I, Carlos G. Camacho, Governor of Guam, do hereby consent to the Board of Regents of the University of Guam entering into the offer, and contract when accepted by the United States government, under the terms and conditions set forth herein.

Dated this 26th day of December, 1973 at Agana, Guam

APPROVED AS TO FORM:



KEITH L. ANDREWS
Attorney General



CARLOS G. CAMACHO
Governor of Guam

028002

The Offeror represents and certifies as part of his offer that: (Check or complete all items.)

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He [] is, [] is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder [] will, [] will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a [] regular dealer in, [] manufacturer of, the supplies offered.

3. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He [] has, [] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he [] has, [] has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.3.)

4. TYPE OF BUSINESS ORGANIZATION

He operates as [] an individual, [] a partnership, [] a nonprofit organization, [] a corporation, incorporated under the laws of the State of _____

5. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He [] is, [] is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address _____

(include ZIP Code) _____

(c) Employer's identification number (See par. 17 on SF 33-A.) _____

(Offeror's E.I. No.)

(Parent Company's E.I. No.)

6. EQUAL OPPORTUNITY

He [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he [] has, [] has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted on contracts or subcontracts which are exempt from the clause.)

7. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

INCLUDED END PRODUCTS

COUNTRY OF ORIGIN

USA

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A.)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to refrain or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as that agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:		10-12		

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION B

CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS

10. PERSONS AUTHORIZED TO NEGOTIATE FOR OFFEROR

Offeror is requested to furnish the names and telephone numbers of persons authorized to negotiate in behalf of his firm below:

DR. ROBERT S. JONES

749-2423 or 749-2421

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (1973 APR)

The offeror represents that he has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

12. AFFIRMATIVE ACTION PROGRAM (1973 APR)

(The following representation shall be completed by each offeror whose offer is \$50,000 or more and who has 50 employees or more.) The Offeror represents that he has, has not, developed and maintained at each of his establishments Equal Opportunity Affirmative Action Programs, pursuant to 41 CFR 60.2.

13. EQUAL EMPLOYMENT COMPLIANCE (1973 APR)

By submission of this offer, the offeror represents that, except as noted below, up to the date of this offer no advice, information, or notice has been received by the offeror from any Federal Government agency or representative thereof that the offeror or any of its divisions or affiliates or know first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and

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SECTION B

CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS

regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status of circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer will be notified.

14. CONTRACTOR'S TECHNICAL DATA CERTIFICATION

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

SOLICITATION INSTRUCTIONS AND CONDITIONS

~~SEE SECTION C, PAGE C7~~

~~NOTIFICATION OF WITHDRAWALS OF OFFERS.~~

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer. If withdrawal is made prior to the exact hour and date specified for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

~~SEE SECTION C, PAGE C7~~

~~LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.~~ (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail for airmail (if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government in receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate dated or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the cognate post office station of or of the post office serving it. However, modification of an offer which makes the terms of an otherwise submitted offer more favorable to the Government will be considered only if received at the office designated more favorable to the Government within the time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers. (See Section C, page C8)

(b) In connection with the discount period, time will be computed from date of delivery to carrier when delivery and acceptance is required or from date of delivery at destination when delivery is not required.

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

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SECTION C

~~Acceptances are at the discretion of the Government. In the date correct invoice or bill of lading is received in the office specified by the Government, if the latter is in the office of delivery. Payment is deemed to be made on the date of delivery. The discount on the date of mailing of the Government check.~~

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.**

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and

extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number, used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)(1), (a)(3), or (b) of the certification has been deleted or modified. Where (a)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(See Section C, Page C8)

~~In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) the terms of the contract, whether incorporated by reference or otherwise; and (e) the specifications.~~

SECTION C

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

NOTE: Modification or withdrawal of Offers clause and Late Offers and Modifications of Withdrawals clause, paragraphs 7 and 8 on SF 33A, page C5, are hereby deleted in their entirety and substituted as follows:

"8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS (1973 SEP)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(iii) it is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(i) and (ii) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(i) the date of mailing of a late proposal or modification sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late.

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SECTION C

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding the above, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

(The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.

NOTE: Discount clause, paragraph 9(b) on SF 33A, pages C5 and C6 is deleted and substituted as follows:

"9(b) In connection with any discount offered, time will be computed from the date of completion of performance of the services or from the date correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of completion of performance. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check."

NOTE: Order of Precedence clause, paragraph 19 on SF 33A, page C6 is deleted in its entirety and substituted as follows:

"19. ORDER OF PRECEDENCE (1973 APR)

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the Specification); (b) Terms and Conditions of the Solicitation, if any; (c) General Provisions; (d) other provisions of the contract, where attached or incorporated by reference; and (e) the Specifications."

SECTION C

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

20. TYPE OF CONTRACT:

The requirements contained herein will result in a firm fixed price type contract.

21. PROGRESS PAYMENTS NOT AVAILABLE:

Progress payments are not available under this Solicitation and offers conditioned upon provision for progress payments will be considered nonresponsive. This does not preclude payments for partial deliveries as otherwise authorized in the General Provisions.

22. MINORITY BUSINESS ENTERPRISES:

It is the policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in performance of Government contracts. If this contract exceeds \$5,000.00, the clause in Section L, Reference 7-104.36 "Utilization of Minority Business Enterprises (971 NOV)" applies.

23. COST OR PRICING DATA:

Offeror shall submit cost or pricing data to his offer under this Solicitation as follows:

<u>COST ELEMENTS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. Labor (breakdown by number of employees)		
2. Air & Ground Travel (breakdown by number)		
3. Subsistence & Housing (breakdown by number of employees)		
4. General & Administrative Expenses		
5. Other Costs (specify)		
6. Total Price		

COST

<u>COST ELEMENTS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. Labor		
Principal Investigator	\$2,796	
Phycologist	\$2,250	
Coral Specialist	\$2,250	
Invertebrate Zoologist	\$ 450	
Marine Technician	\$1,864	
		\$9,610
2. Air and Ground Travel		
Charter Research Vessel	\$250/day (12)	\$3,000
3. Subsistence (Housing aboard Research Vessel)		
4 members of field party	\$180 each	\$ 720
4. General and Administrative 30% of Salary	\$2,883	\$2,883
5. Other Costs		
Typing and Reproduction	\$ 100	
Equipment Charge	\$1,000	
Supplies	\$ 600	
		\$1,700
		<u>\$17,913</u>

APPROVED:

PEDRO C. SANCHEZ
 President
 University of Guam

02R011

NAME: Dr. Robert S. Jones
Citizenship: U. S.
Social Security Number: 457-56-2913
Academic Status: Professor
Home Address and Telephone Number: Dean Circle, Mangilao, 749-2398
Office: 749-2421 or 749-2423

NAME: Dr. Roy T. Tsuda
Citizenship: U. S.
Social Security Number: 576-36-9345
Academic Status: Associate Professor
Home Address and Telephone Number: Chalan Pago, 772-8486
Office: 749-2421 or 749-2423

NAME: Mr. Richard H. Randall
Citizenship: U. S.
Social Security Number: 286-28-2388
Academic Status: Instructor
Home Address and Telephone Number: Yigo, None
Office: 749-2421 or 749-2423

NAME: Mr. Theodore Tansy
Citizenship: U. S.
Social Security Number: 214-23-9969
Academic Status: Marine Technician
Home Address and Telephone Number: Dean Circle, 749-2168
Office: 749-2421 or 749-2423
Office

NAME: Mr. Michael J. Gawel
Citizenship: U. S.
Social Security Number: 38-328-8155
Academic Status: Biologist
Home Address and Telephone Number: Chalan Pago, 777-9160
Office: 749-2421 or 749-2423

NAME: Mr. Ronald D. Strong
Citizenship: U. S.
Social Security Number: 127-49-7685
Academic Status: Biologist
Home Address and Telephone Number: Mangilao, None
Office: 749-2421 or 749-2423

NAME: Mr. Daniel S. Wooster
Citizenship: U. S.
Social Security Number: 570-84-2657
Academic Status: Biologist
Home Address and Telephone Number: Chalan Pago, 777-6246
Office: 749-2421 or 749-2423

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	SERVICES NONPERSONAL Services of Contractor to furnish and secure all labor, equipment, materials, reference sources and transportation required to accomplish the survey and prepare the report on marine environmental impact survey in accordance with the Description/Specifications of Section E.	1	JB	LUMP SUM	\$ <u>17,913</u>

SECTION F.

DESCRIPTION/SPECIFICATIONS

1. **TITLE:** Marine Environmental Impact Survey, Tinian, Mariana Islands, Trust Territory of the Pacific Island (TTPI).
2. **PURPOSE:** To perform a marine environmental impact survey at Tinian to evaluate all aspects which may have potential significant adverse (or beneficial) effects on the marine environment as a result of the proposed Air Force action to develop a military base on Tinian. The survey report will become a part of the Environmental Impact Statement (EIS) which will assess the total impact of the proposed action.
3. **OBJECTIVES:**
 - a. Develop by biological sampling and documentation a description of the existing environmental conditions with regard to water quality and the marine ecosystem zones for the shoreline areas of Tinian.
 - b. Evaluate ocean current studies with respect to the discharge of pollutants into the shoreline areas of Tinian.
 - c. Evaluate the probable short and long term environmental impact of the harbor construction harbor operations and discharges of pollutants.
 - d. Prepare an inventory of the dominant species of the benthic and pelagic elements in the marine biota.
 - e. Provide a discussion and observation of the marine environment related to discharge of pollutants and harbor operations and federal standards for water quality.
4. **METHODOLOGY:**
 - a. Field survey and laboratory examinations of samplings from four general shoreline areas indicated in the map on page F15.
 - b. Literature research.
 - c. Compilation of report.
 - d. Certain assumptions may be required during the course of the study. These assumptions will be made by the technical representative of the contracting officer. The following assumptions are made:

SECTION F

DESCRIPTION/SPECIFICATIONS

(1) Domestic and industrial waste water will be treated before discharge into the receiving ocean. Industrial waste will be treated initially separately and then discharged into the sanitary sewer system for further treatment and dilution. Domestic sewage shall be provided secondary treatment.

(2) Storm water discharge will occur but will not be significantly altered from present conditions by the proposed plan.

(3) Ocean cooling water will not be required for power plant operations and therefore there will be no significant discharge of higher temperature waters.

(4) Sewage outfall(s) will be engineer designed for feasible solutions. Location(s) of outfalls are not presently known. Sewage volume may be estimated initially at approximately 0.2 MGD increasing to 0.5, GD on a long term basis; these may be discharged in several outfalls.

(5) Solid waste will be disposed by sanitary landfill and/or incineration.

(6) Pesticides will be monitored by medical personnel applied by trained and certified personnel.

5. STAFFING: Work to be accomplished under supervision of a fully qualified academic professor considered authority in the field of Marine Biology.

6. EQUIPMENT, MATERIALS AND FACILITIES: The Contractor shall supply, furnish or be responsible for securing use of all equipment, materials, reference sources and other items required to accomplish the survey and prepare the reports.

7. REPORT:

a. The report will include the following:

(1) Survey and documentation (mapping) of the marine ecosystem zones within the area and description of the existing environmental conditions.

(2) Inventory of the dominant species of the benthic and pelagic elements in the marine biota.

(3) Evaluation of prevailing ocean currents with respect to the discharge of pollutants.

SECTION F

DESCRIPTION/SPECIFICATIONS

(4) Probable short and long term environmental impact as a result of construction and operation of proposed harbor and the discharge of pollutants. The environmental impact presentation shall include a minimum of the following as pertinent to this investigation:

(a) Environmental setting before the proposed plan.

(b) Probable environmental impact of the proposed plan.

(c) Any probable adverse environmental effects which cannot be avoided should the plan be implemented.

(5) Discussion of seasonal and other secular changes that may be expected in the environment and ecosystem.

(6) A bibliography of published materials bearing on this study.

b. Two copies of final draft report shall be submitted to the technical representative of the contracting officer for his review and approval of format, method of presentation, and compliance with applicable contract requirements. Reference Section H.

c. Final Report. The contractor shall submit three copies of the final report to CINCPACAF/DEM, Hickam AFB, Hawaii 96553 not later than 60 days after receipt of contract. (Reference Section H). The finished size of all sheets in the report shall be 8"X 10½" and all map copies shall be folded to conform to the paper size in a manner suitable for binding along the left hand margin. One copy of the final report shall be in clear typescript on white bond paper suitable for reproduction by means of electrostatic photo-optical printing and not to be bound. One copy of any accompanying maps shall be on semi-transparent paper suitable for reproduction with an ammonium fixing black line copier, and not be folded. Color coding will not be utilized (such as on charts, plans, etc). Any required legend will employ coding that can be reproduced in black and white.

SECTION F

DESCRIPTION/SPECIFICATIONS

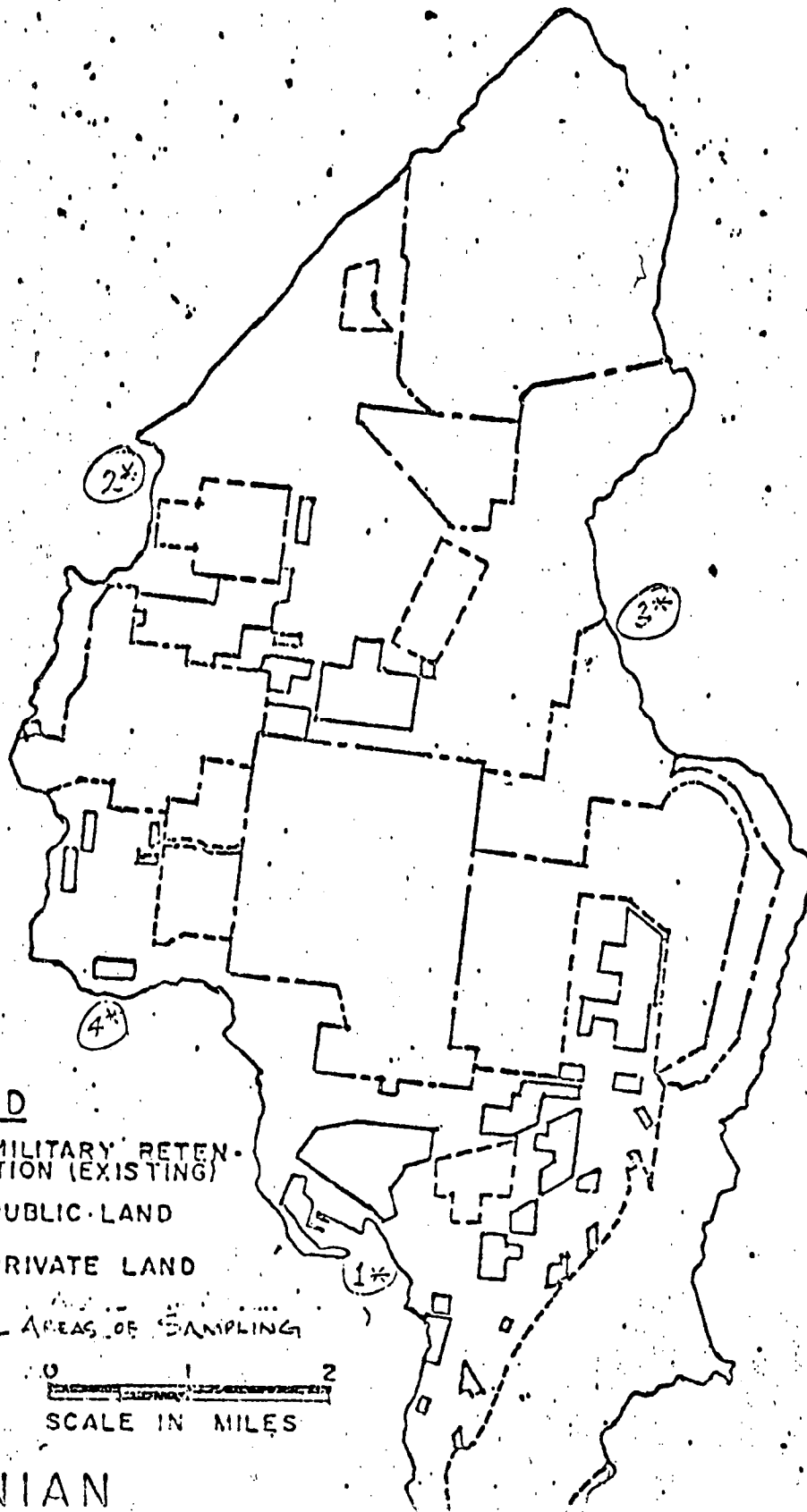
8. REQUIRED ADMINISTRATIVE AND LOGISTIC ACTIONS BY CONTRACTOR:

a. Personnel Data. The contractor will submit to CINCPACAF/DEM, Hickam AFB, HI 96553 within 5 days of receipt of contract the following data on each employee who will participate in the study:

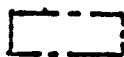


- (1) Name.
- (2) Citizenship.
- (3) Social Security Number.
- (4) Academic Status.
- (5) Home Address and Telephone Number.


b. All contractor personnel will be briefed by the TTPI/Guam representative of Commander in Chief Pacific before travel to Tinian. The contracting officer will make arrangements for the briefing after being advised by the contractor of specific dates and time of travel to Tinian.

c. Contractor is responsible for all transportation related to this contract.



LEGEND

-  MILITARY RETENTION (EXISTING)
-  PUBLIC LAND
-  PRIVATE LAND

 GENERAL AREAS OF SAMPLING

0 1 2
SCALE IN MILES

TINIAN

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SECTION H

DELIVERIES OR PERFORMANCE

1. The Contractor shall complete the study within sixty (60) days from date of receipt of contract. Field survey and draft report shall be completed within forty-five (45) days from date of receipt of contract; draft report shall be submitted to the AF Technical Representative at the Marine Laboratory, University of Guam, within forty-five (45) days from date of receipt of contract; the AF Technical Representative will be allowed two days for review of the draft after which time a conference shall be held in the Contractor's office between the AF Technical Representative and the Contractor to effect an acceptable final report. Three copies of the final report shall be air mailed not later than sixty (60) days after date of receipt of contract. (See Section F, Para 7c).

SECTION I

INSPECTION AND ACCEPTANCE

1. The Director of Operations and Maintenance (DEM), DCS Civil Engineering, HQ PACAF, Hickam AFB, Hawaii, or his authorized representative is designated as the technical Representative of the contracting officer and is charged with the responsibility for technical surveillance, inspection of details of performance, quality of work being performed and acceptance of all work performed under this contract.

SECTION J

SPECIAL PROVISIONS

1. **IMMUNIZATION:** The contractor's personnel must meet all requirements of immunization to visit Tinian. Contact the commercial air carrier serving Tinian for immunization requirements. All immunization costs will be borne by the Contractor.

SECTION L

GENERAL PROVISIONS
FIXED PRICE CONTRACT

SERVICES

The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulation (ASPR) are incorporated into this contract by reference with the same force and effect as though herein set forth in full. (The complete text of any clause incorporated in this contract by reference may be obtained from the Contracting Officer.)

REFERENCE NUMBER	ASPR PARAGRAPH	CLAUSE TITLE	DATE OF CLAUSE
1.	7-103.1	Definitions	1962 Feb
2.	7-1902.2	Changes	1971 Nov
3.	7-103.3	Extras	1949 Jul
4.	7-1902.4	Inspection of Services	1971 Nov
5.	7-103.7	Payments	1958 Jan
6.	7-103.8	Assignment of Claims	1962 Feb
7.	7-103.10(a)	Federal, State, Local Taxes	1971 Nov
8.	7-103.11	Default	1969 Aug
9.	7-103.12(a)	Disputes	1958 Jan
10.	7-103.13(a)	Renegotiations	1959 Oct
11.	7-1902.11	Discounts	1971 Nov
12.	7-103.16	Contract Work Hours and Safety Standards Act - Overtime Compensation	1971 Nov
13.	7-103.18(a)	Equal Opportunity (applicable if contract exceeds \$10,000.00)	1972 Aug
14.	7-103.19	Officials not to Benefit	1949 Jul
15.	7-103.20	Covenant Against Contingent Fees	1958 Jan

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SECTION L

REFERENCE NUMBER	ASPR PARAGRAPH	CLAUSE TITLE	DATE OF CLAUSE
16.	7-103.21(b)	Termination for Convenience of the Government	1973 Apr
17.	7-103.22	Authorization and Consent	1964 Mar
18.	7-103.23	Notice and Assistance Regarding Patent and Copyright Infringement	1965 Jan
19.	7-104.36(a)	Utilization of Minority Business Enterprises (Applicable if Contract exceeds \$5,000.00)	1971 Nov
20.	7-104.22	Equal Opportunity Pre-Award Clearance of Subcontracts	1971 Oct
21.	7-103.27	Listing of Employment Openings	1973 Sep
22.	7-103.26	Pricing of Adjustments	1970 Jul
23.	7-104.14(a)	Utilization of Small Business Concerns. (applicable if contract exceeds \$5,000.00)	1958 Jan
24.	7-104.15	Examination of Records by Comptroller General. (applicable if the amount of this contract exceeds \$2,500. and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.	1971 Mar
25.	7-104.16	Gratuities	1952 Mar
26.	7-104.17	Convict Labor	1949 Mar
27.	7-104.20	Utilization of Labor Surplus Area concerns. (applicable if contract exceeds \$5,000.00)	1970 Jun
28.	7-104.23	Subcontracts	1972 Apr
29.	7-104.39	Interest	1972 May

SECTION L

<u>REFERENCE NUMBER</u>	<u>ASPR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
30	7-104.77	Government Delay of Work	1968 SEP
31	7-104.82	Payment of Interest on Contractor's Claims	1972 MAY
32	7-104.103	Safety and Accident Prevention	JUN 1969
33	7-104.3	Buy American Act	1964 May
34	7-104.2	Workmen's Compensation Insurance (Defense Base Act)	1960 JAN
35	7-104.41	Audit by Department of Defense	1971 APR
36	7-104.56	Order of Precedence	1973 APR

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SECTION L

ADDITIONAL GENERAL PROVISION
FIXED PRICE CONTRACT
SERVICES

<u>REFERENCE NUMBER</u>	<u>ASPR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
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- (vi) technical data which is in the public domain, or has been or is normally furnished without restriction by the contractor, or subcontractor; and
 - (vii) technical data listed or described in an agreement incorporated into the Schedule of this contract, which the parties have predetermined, on the basis of subparagraphs (i) through (vi) above, and agreed will be furnished with unlimited rights.
- (2) The Government shall have limited rights in:
- (i) technical data, listed or described in an agreement incorporated into the Schedule of this contract, which the parties have agreed will be furnished with limited rights; and
 - (ii) technical data pertaining to items, components or processes developed at private expense, other than such data as may be included in the data referred to in (b) (1) (i), (iii), (iv), (v), and (vi);
- provided that only the portion or portions of each piece of data to which limited rights are to be asserted pursuant to (2) (i) and (ii) above are identified (for example, by circling, underscoring, or a note), and that the piece of data is marked with the legend below in which is inserted:
- A. the number of the prime contract under which the technical data is to be delivered,
 - B. the name of the contractor and any subcontractor by whom the technical data was generated, and
 - C. an explanation of the indication used to identify limited rights data.

LIMITED RIGHTS LEGEND

Contract No.
 Contractor:
 Explanation of Limited Rights Data Indication Used

Those portions of this technical data indicated as limited rights data shall not, without the written permission of the above Contractor, be either (a) used, released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or (c) used by a party other than the Government, except for: (i) emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, provided that the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release, or disclosure; or (ii) release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (i) above. This legend, together with the indications of the portions of this data which are subject to such limitations shall be included on any reproduction hereof which includes any part of the portions subject to such limitations.

(3) No legend shall be marked on, nor shall any limitation on rights of use be asserted as to, any data which the Contractor has previously delivered to the Government without restriction. The limited rights provided for by this paragraph (b)(2) shall not impair the right of the Government to use similar or identical data acquired from other sources.

(c) Material Covered by Copyright.

(1) In addition to the rights granted under the provisions of (b) above, the Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data, prepared or required to be delivered under the contract, now or hereafter covered by copyright.

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SECTION L

ADDITIONAL GENERAL PROVISION
FIXED PRICE CONTRACT
SERVICES

<u>REFERENCE NUMBER</u>	<u>ASPR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
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(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (c)(1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) *Removal of Unauthorized Markings.* Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may correct or cancel any marking not authorized by the terms of this contract on any technical data furnished hereunder, if—

- (i) the Contractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings, or
- (ii) the Contractor's response fails to substantiate within 60 days after written notice the propriety of the markings by clear and convincing evidence.

In either case the Government shall give written notice to the Contractor of the action taken.

(e) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) *Limitation on Charges for Data.* The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through the United States Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the United States Government, charges for data which the Government has a right to use and disclose to others, which is in the public domain, or which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

(g) *Acquisition of Data from Subcontractors.*

(1) Whenever any technical data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government or the Contractor's rights in that subcontractor data which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier Contractor. However, when there is a requirement in the prime contract, for data which may be supplied with limited rights pursuant to (b)(2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data from their subcontractors for themselves.

NOV 1973

02R026

SECTION L

ADDITIONAL GENERAL PROVISION
FIXED PRICE CONTRACT
SERVICES

<u>REFERENCE NUMBER</u>	<u>ASPR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
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(2) Copyrighted matter shall not be included in technical data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in (c)(1) above, unless the written approval of the Contracting Officer is obtained.

(3) The Contractor shall report to the Government (or higher-tier Contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

(d) *Removal of Unauthorized Markings.* Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may correct or cancel any marking not authorized by the terms of this contract on any technical data furnished hereunder, if—

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(e) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

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(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data from their subcontractors for themselves.

NOV 1973

02A027

SECTION M

LIST OF DOCUMENTS AND ATTACHMENTS

1. CONTRACTUAL CONTENTS:

SECTION A. DD FORM 1707, INFORMATION TO OFFERORS, 1 JUN 69. (Not applicable at time of award.)

SECTION B. STANDARD FORM 33, SOLICITATION, OFFER AND AWARD, NOV 69, consisting of pages B1 and B2.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR, consisting of Provisions 10 thru 14, pages B3 and B4.

SECTION C. STANDARD FORM 33A, SOLICITATION INSTRUCTIONS AND CONDITIONS, consisting of pages C5 and C6.

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS, consisting of Provisions 20 thru 23, pages C7 thru C9.

SECTION E. SUPPLIES/SERVICES AND PRICES, page E10.

SECTION F. DESCRIPTION/SPECIFICATIONS, consisting of Provisions 1 thru 8, pages F11 thru F15.

SECTION H. DELIVERIES OR PERFORMANCE, consisting of Provision 1, page H16.

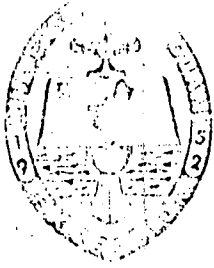
SECTION I. INSPECTION AND ACCEPTANCE, consisting of Provision 1, page I17.

SECTION J. SPECIAL PROVISIONS, consisting of Provision 1, page J18.

SECTION L. GENERAL PROVISIONS AND ADDITIONAL GENERAL PROVISIONS, FIXED PRICE CONTRACT (SERVICES/NOV 1973), consisting of pages L19 thru L24.

SECTION M. LIST OF DOCUMENTS AND ATTACHMENTS, page M25.

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University of Guam

OFFICE OF THE PRESIDENT
P. O. BOX EK AGANA, GUAM 96910

PEDRO C. SANCHEZ
President

December 5, 1973

Richard J. Hentzler, Capt., USAF
Contracting Officer
Department of the Air Force
Headquarters 15th Air Base Wing
(PACAF)
APO San Francisco 96553

Dear Capt. Hentzler:

Thank you for your letter of November 21, 1973 relative to contractual services with the Marine Laboratory at the University of Guam.

I met with Dr. Robert Jones, Director of the Marine Laboratory, and he felt he could fulfill the marine research in Tinian and complete an Environmental Impact Statement within the proposed timeframe. Thus, we would like to negotiate a contractual agreement with your office at the earliest possible date, subject to final approval by the Governor of Guam.

Sincerely yours,


PEDRO C. SANCHEZ

CC: Dr. Robert Jones ✓

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 15th AIR FORCE (PACAF)
APO SAN FRANCISCO 96346



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21 NOV 1973

Dr. Pedro C. Sanchez
President, University of Guam
P. O. Box EK
Agana, Guam 96910

Dear Dr. Sanchez

The Civil Engineering Staff at Headquarters Pacific Air Forces (PACAF) has been tasked to prepare an Environmental Impact Statement (EIS) for Tinian, Mariana Islands, Trust Territory of the Pacific Islands (TTPI). The EIS is required under the National Environmental Policy Act due to a proposed plan to establish a military base on Tinian. The EIS for Tinian must discuss the probable impact of the proposed plan on such areas as the marine environment including water quality, the fauna and flora, and the ecosystem associated with the marine environment.

A staff of PACAF engineers recently made a visit to Guam, Saipan and Tinian in October for the purpose of preliminary investigation for preparation of the EIS. One of the prime concerns of this visit was to contact knowledgeable personnel in various areas of study. The Marine Laboratory, University of Guam was recommended to us as the best source for conducting the marine study of Tinian. We therefore contacted Dr. Robert Jones, Director of the Marine Laboratory and he expressed interest in the project and suggested a contract with the Laboratory on the approval of the University.

It is our understanding that with your approval, we will be able to obtain the services of the Marine Laboratory. We are presently preparing necessary documents to effect a contractual agreement with the Laboratory to accomplish the marine survey. The intent of this letter is to alert you of our plans and projected schedule and should not be considered as a firm commitment.

A draft of the description/specification is provided in attachment 1. Our proposed schedule is as follows:

- | | |
|---|-------------------|
| Contractual Agreement with Marine Laboratory, U of Guam | 19 December 1973 |
| Field Survey & Draft Report Completion (45 days) | 1 February 1974 |
| AF Review Draft Report (on Guam) | 2-3 February 1974 |
| Final Report Submission | 16 February 1975 |

028030

Because of the short time available before the desired contractual date and our requirement to obtain a completed report 60 days after award of contract, we plan

(1) to have a contracting officer and a technical representative handcarry our request for proposal to the Marine Laboratory during the latter part of the week of December 9, 1973, or the early part of the week of December 16, 1973,

(2) to review your draft report on Guam in early February 1974.

Should you or Dr. Jones have any questions, please contact Capt Richard J. Hentzler, Contracting Officer (telephone numbers 449-1477 or 449-2782).

Sincerely



RICHARD J. HENTZLER, Capt, USAF
Contracting Officer

1 Atch
Draft Description/Specifications

Cy to: ~~Dr. R. Jones, Marine Lab~~

028031

DESCRIPTION/SPECIFICATIONS

1. TITLE: Marine Environmental Impact Survey, Tinian, Mariana Islands, Trust Territory of the Pacific Island (TTPI).

2. PURPOSE: To perform a marine environmental impact survey at Tinian to evaluate all aspects which may have potential significant adverse (or beneficial) effects on the marine environment as a result of the proposed Air Force action to develop a military base on Tinian. The survey report will become a part of the Environmental Impact Statement (EIS) which will assess the total impact of the proposed action.

3. OBJECTIVES:

a. Develop by biological sampling and documentation a description of the existing environmental conditions with regard to water quality and the marine ecosystem zones for the shoreline areas of Tinian.

b. Evaluate ocean current studies with respect to the discharge of pollutants into the shoreline areas of Tinian.

c. Evaluate the probable short and long term environmental impact of the harbor construction harbor operations and discharges of pollutants.

d. Prepare an inventory of the dominant species of the benthic and pelagic elements in the marine biota.

e. Provide a discussion and observation of the marine environment related to discharge of pollutants and harbor operations and federal standards for water quality.

4. METHODOLOGY:

a. Field survey and laboratory examinations of samplings from four

general shoreline areas indicated in the attached maps.

b. Literature research.

c. Compilation of report.

d. Certain assumptions may be required during the course of the study.

These assumptions will be made by the technical representative of the contracting officer. The following assumptions are made:

(1) Domestic and industrial waste water will be treated before discharge into the receiving ocean. Industrial waste will be treated initially, separately and then discharged into the sanitary sewer system for further treatment and dilution. Domestic sewage shall be provided secondary treatment.

(2) Storm water discharges will occur but will not be significantly altered from present conditions by the proposed plan.

(3) Ocean cooling water will not be required for power plant operations and therefore there will be no significant discharge of higher temperature waters.

(4) Sewage outfall(s) will be engineer designed for feasible solutions. Location(s) of outfalls are not presently known. Sewage volume may be estimated initially at approximately 0.2 MGD increasing to 0.5 MGD on a long term basis; these may be discharged in several outfalls.

(5) Solid waste will be disposed by sanitary landfill and/or incineration.

(6) Pesticides will be monitored by medical personnel and applied by trained and certified personnel.

5. STAFFING: Work to be accomplished under supervision of a fully qualified academic professor considered authority in the field of Marine Biology.

6. EQUIPMENT, MATERIALS AND FACILITIES: The Marine Laboratory (contractor) shall supply, furnish or be responsible for securing use of all equipment, materials, reference sources and other items required to accomplish the survey and prepare the reports.

7. REPORT:

a. The report will include but not necessarily be limited to the following:

(1) Survey and documentation (mapping) of the marine ecosystem zones within the area and description of the existing environmental conditions.

(2) Inventory of the dominant species of the benthic and pelagic elements in the marine biota.

(3) Evaluation of prevailing ocean currents with respect to the discharge of pollutants.

(4) Probable short and long term environmental impact as a result of construction and operation of proposed harbor and the discharge of pollutants. The environmental impact presentation shall include a minimum of the following as pertinent to this investigation:

(a) Environmental setting before the proposed plan.

(b) Probable environmental impact of the proposed plan.

(c) Any probable adverse environmental effects which cannot be avoided should the plan be implemented.

(5) Discussion of seasonal and other secular changes that may be expected in the environment and ecosystem.

(6) A bibliography of published materials bearing on this study.

b. Two copies of final draft report shall be submitted to the technical representatives of the contracting officer for his review and approval of format, method of presentation, and compliance with applicable contract requirements.

c. Final Report. The contractor shall submit three copies of the final report. The finished size of all sheets in the report shall be 8"x10 $\frac{1}{2}$ " and all map copies shall be folded to conform to the paper size in a manner suitable for binding along the left hand margin. One copy of the final report shall be in clear typescript on white bond paper suitable for reproduction by means of electrostatic photo-optical printing and not to be bound. One copy of any accompanying maps shall be on semi-transparent paper suitable for reproduction with an ammonium fixing black line copier, and not be folded. Color coding will not be utilized (such as on charts, plans, etc). Any required legend will employ coding that can be reproduced in black and white.

8. REQUIRED ADMINISTRATIVE AND LOGISTIC ACTIONS BY CONTRACTOR:

a. Personnel Data. The contractor will submit the following data on each employee who will participate in the study:

Name

Citizenship

Social Security Number

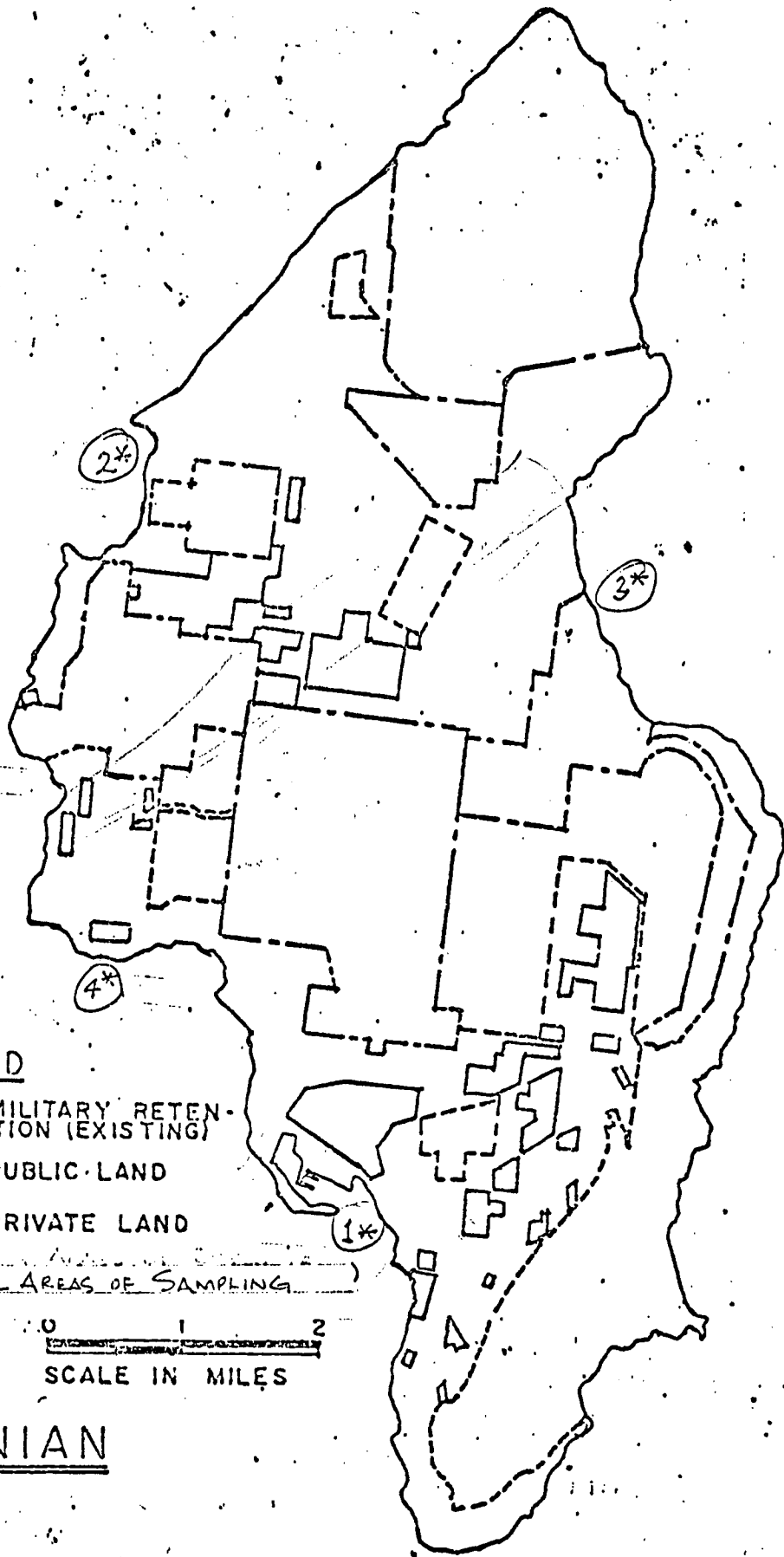
Academic Status

Home Address and Telephone Number

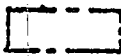


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
b. All contractor personnel will be briefed by the TTPI/Guam representative of Commander in Chief Pacific before travel to Tinian. The contracting officer will make arrangements for the briefing after being advised by the contractor of specific dates and time of travel to Tinian.

c. Contractor is responsible for all transportation related to this contract.



LEGEND

-  MILITARY RETENTION (EXISTING)
-  PUBLIC LAND
-  PRIVATE LAND

 GENERAL AREAS OF SAMPLING



SCALE IN MILES

TINIAN

SECTION H

SCHEDULE OF PERFORMANCE

The contractor shall complete the study within 60 days from receipt of contract. Field survey and draft report shall be completed within forty-five (45) days from date of receipt of contract; draft report shall be submitted to the AF Technical Representative at the Marine Laboratory, University of Guam, within 45 days from date of receipt of contract; the AF Technical Representative will be allowed two days for review of the draft after which time a conference shall be held in the contractor's office between the AF Technical Representatives and the contractor to effect an acceptable final report. Three copies of the final report shall be air mailed to reach the AF 60 days after receipt of contract.

SECTION I

INSPECTION AND ACCEPTANCE

The Director of Operations and Maintenance (DEM), DCS Civil Engineering, HQ PACAF, Hickam AFB, Hawaii, or his authorized representative is designated as the Technical Representative of the contracting officer and is charged with the responsibility for technical surveillance, inspection of details of performance, quality of work being performed and acceptance of all work performed under this contract.

SECTION J

SPECIAL PROVISIONS

Immunization, Passports and Visas: The contractor's personnel must meet all requirements of immunization and entrance clearances to visit Tinian.