

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 11
AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE See Blk 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Commander, Pacific Division (Code 021) Naval Facilities Engineering Command Bldg. 258, Makalapa Drive Pearl Harbor, Hawaii 96860-7300	CODE C2742	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)		(X)	9A. AMENDMENT OF SOLICITATION NO. N62742-95-R-1369	
		X	9B. DATED (SEE ITEM 11) 13 December 1996	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning (1) copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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


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

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

UNEXPLODED ORDNANCE CLEARANCE PROJECT, KAHOLAWE ISLAND RESERVE

The purpose of this amendment is to: (1) correct minor errors in Sections C, E, I, J, and L; and (2) incorporate questions and answers.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	JAMES D. PUTNAM, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 97 JAN 24

Encl: (1) Company HW Disposal Experience Summary (Part I and Part II)

A. SECTION C

Page C-56, paragraph 14.0, subparagraph 14.1, replace the Service Contract Act Wage Determination and Davis Bacon Act Wage Determination listed under "Compliance Documents" with the following:

Service Contract Act Wage Determination, current version	All	See Section G, paragraph G15. Section J, Attachment JL-11 is for solicitation purposes only.
Davis Bacon Act Wage Determination, current version	All	See Section G, paragraph G15. Section J, Attachment JL-12 is for solicitation purposes only.

B. SECTION E

Page E-1, paragraph E1(e), replace "... (1) by **Contractor** or otherwise, perform the services..." with "... (1) by **Contract** or otherwise, perform the services..."

C. SECTION I

Page I-3, FAR Clause No. 52.244-5, Competition in Subcontracting, replace the date of the clause from "JAN 1995" to "JAN 1996".

D. SECTION J

Attachment JC.6, Contract Deliverables, page JC.6 iii-18, paragraph 2, replace the sentence "COLUMN 8 REMARKS (REFERENCE: DID No. DI-MGMT-80909 TECHNICAL AND MANAGEMENT WORK PLAN)." with "COLUMN 8 REMARKS (REFERENCE: DID No. DI-MGMT-81117 TECHNICAL AND MANAGEMENT WORK PLAN)."

E. SECTION L

Page L-32, paragraph L17, subparagraph E.7(b). Replace the entire paragraph with the following:

(b) DO NOT CHANGE THE GOVERNMENT-PROVIDED LABOR CATEGORIES FOR KEY PERSONNEL ON ATTACHMENTS JL.7 AND JL.10.

Additional labor categories required for completing the tasks associated with either the Sample Project or the base year PMO shall be listed on the Cost Breakout Forms. Proposers must indicate the employee's status as Professional, Executive, Administrative, **Service Contract Act (SCA)**, or **Davis Bacon Act (DBA)**. Offerors shall use the SCA and DBA Wage Determinations at Attachments **JL.11** and **JL.12**, respectively. Any required labor categories which are not listed on the **SCA** or **DBA** Wage Determinations may be proposed, but shall be considered to be subject to the SCA or DBA, as applicable (unless determined to be performing in a bona fide executive, administrative, or professional capacity in accordance with 29 CFR 541).

F. QUESTIONS AND ANSWERS:

1. <u>Page</u>	<u>Ref.</u>	<u>Question</u>
Section C	All	Contractor would like to receive the following Publications and Specifications for the Kaho'olawe proposal: DOD Directive 4150.7M OPNAVINST 5100.23D NAVMED Publication 5010 Manual of Preventive Medicine, Chapter 1, Food Service Sanitation NAVSUP Publication 7, Index of Receipts NAVSUP Publication 421, Food Service Operations NAVFACINST 6250.3 Series - Pest Management Services NAVFAC P-706 - EPS Janitorial Handbook NAVFAC-MO 100 - Maintenance of Grounds NAVFAC-MO 125 - Military Custodial Service Manual 29 CFR Section 1910.142, Standards for a Temporary Labor Camp 29 CFR 1910

Hawaiian Administrative Rules 11-20-9
Hawaiian Administrative Rules 11-20-10
Hawaiian Administrative Rules 11-20-11, -12, -13
Hawaiian Administrative Rules 11-20-46
Hawaiian Administrative Rules 11-20-48
Hawaiian Administrative Rules 11-20-34 TO 11-20-37
Hawaiian Administrative Rules 11-20-19
Hawaiian Administrative Rules 11-20

Answer:

All publications and specifications referenced in the RFP may be obtained from the following sources:

<u>TYPE OF PUBLICATION/SPECIFICATION</u>	<u>SOURCES</u>
Department of Defense (DoD) Department of the Navy (OPNAV, NAVMED, NAVSUP, NAVFAC)	Naval Publications and Forms Naval Aviation Supply Office 5801 Tabor Avenue Philadelphia, PA 19120-5099 (215) 697-2626/2997
Department of the Army Engineering Manuals (EM)	U.S. Army Corps of Engineers Northwest, WA 20314-1000 Ms. Panel (202) 761-0716
Code of Federal Regulations (CFR)	Superintendent of Documents U.S. Government Printing Office P.O. Box 31975M Pittsburgh, PA 15250-7975 (203) 512-1800
Federal Government Agencies USEPA Guidance/Regulations	National Technical Information Service U.S. Department of Commerce 5285 Port Royal Road Springfield, VA 22161 (703) 487-4600

State of Hawaii
Hawaii Administrative Regulations (HAR)

LT. Governor's Office
State of Hawaii
415 South Beretania Street, 5th Floor
Honolulu, HI 96813
(808) 586-0255

<u>2. Page</u>	<u>Ref.</u>	<u>Question</u>
G-20	G-16	Once established at contract award, can the award fee percentages vary by task order?

Answer:

No. Award fee percentages will not vary by task order. Each task order will contain a maximum award fee using the percentages established in Paragraph G14. The maximum award fee percentages will apply throughout the life of the contract.

<u>3. Page</u>	<u>Ref.</u>	<u>Question</u>
G-20	G-16	Can unearned award fee be carried over to subsequent period(s)?

Answer:

No. Section J, Attachment JC.8, Page JC.8-1, Paragraph B.2 states, "The Award Fee is an amount that may be earned by the Contractor, in whole or in part, based upon an evaluation by the Fee Determination Official (FDO) of the Contractor's performance. Fee associated with overall unsatisfactory performance on a specific task order will be removed from the award fee pool. All evaluated, unearned fee will be removed from the contract at the conclusion of the award fee evaluation."

<u>4. Page</u>	<u>Ref.</u>	<u>Question</u>
JC.8-2	C.2	Will the Government firmly establish the period for the first award fee evaluation at six months after contract award and every six months thereafter?

Answer:

No. The Paragraph states, "The first award fee evaluation may be performed after twelve months commencing on the date of award of the contract."

Rationale: The Government will perform the first award fee evaluation after twelve months commencing on the date of contract award. However, if, after six months, the Government determines that a significant amount of work has been ordered and completed, an award fee evaluation may occur.

Section J, Attachment JC.8, Page JC.8-2, Paragraph C, Subparagraph 2.

Delete: "Subsequently, award fee evaluations will be performed at six-month intervals, or at the completion of each option year."

Insert: "Subsequently, award fee evaluations will be performed at six-month intervals, or at the completion of the last option year."

<u>5. Page</u>	<u>Ref.</u>	<u>Question</u>
JC.8-3	3.a	Are Program Management and Service Task Orders weighted differently for Award Fee evaluation purposes?

Answer:

No. Task orders are not individually weighted for award fee evaluation purposes. The award fee payment will be based on evaluation of two performance categories, Program Management and Services, and Overall Management, using the criteria shown in Attachments 1 and 2, respectively, and the Levels of Performance at Attachment 3.

<u>6. Page</u>	<u>Ref.</u>	<u>Question</u>
L-12	6, part 3 Appendix C	RFP Section L, Page L-12, Paragraph 6, Part 3, Appendix C refers to "Company HW Disposal Experience Summary Forms JL.3-3 and JL.3-4. Attachment JL.3 contains ONLY JL.3-1 and JL3-2. Were 3-3 and 3-4 inadvertently omitted?

Answer:

Forms JL.3-3 and JL.3-4, shown in enclosure (1), are incorporated into the RFP by this amendment. In addition, incorporate the following changes:

- A. Section L, Page L-12, Paragraph B, Subparagraph 6, Part 3, replace Appendix C in its entirety with the following:

Appendix C: Summary, Company Experience Forms (JL.3-1, JL.3-2)
Company Experience Form (JL.4)
(See Paragraph C., Subpart 2, (b) and (c), below.)
Company HW Disposal Experience Summary
Forms (JL.3-3, JL.3-4)
(See Paragraph C., Subpart 2, (a)(13), below.)

- B. Section L, Page L-16, Paragraph L17, Subparagraph C, Subpart 2(a)(13).

Delete: The semi-colon (;) at the end of the sentence.

Insert: A period (.) at the end of the sentence and add the following text,
"Indicate the status of the Hazardous Waste Contractor for this project,
i.e., Prime Contractor, Team Subcontractor, Joint Venture Partner, or
Subcontractor. In addition, complete Attachments JL.3-3 and JL.3-4
entitled, "Company HW Disposal Experience Summary", Parts I and II,
respectively provided in Section J and attach to Volume I of your
Proposal, Part 3, Appendix C.

- C. Section L, Page L-17, Paragraph L17, Subparagraph C, Subpart 2(b).

Delete: "...Section J., Attachment JL.3."

Insert: "...Section J, Attachment JL.3-1 and JL.3-2."

7. Page	Ref.	Question
L-12	Part 3,5.2	Company HW Disposal Experience Summary Forms (JL.3-3 and JL.3-4) are not included in the RFP. Please clarify.

Answer:

See Question No. 6 above.

8. Page	Ref.	Question
L-17	2(b)	Page L-17, Paragraph 2(b) states, "Provide a summary of your corporate experience and past performance for all Prime and Team and Subcontractors..." "Include the following information in the summary table:" Several of the listed data elements relate specifically to investigation and removal of ordnance (UXO/OE). Non-UXO/OE firm team members may not have experience removing ordnance. Does the Government intend for coverage of Non-UXO team members to be included on JL.3-1 and 3-2?

Answer:

Yes. Indicate the corporate experience and past performance for all Prime and Team Subcontractors or Joint Venture partners on UXO clearance projects; explain whether the experience was directly related to UXO removal or in support of UXO removal. If any team member has absolutely no experience with UXO removal in any capacity, do not include the firm on this form.

In addition, the following change has been made:

Section L, Page L-17, Paragraph L17, Part C, Subpart 2, Subparagraph (c).

Insert: (After the first sentence)
"Team members having no experience with UXO removal should describe their company experience on other projects using the format in Section J, Attachment JL.4. These projects should similarly relate to the type of work expected to be performed on this contract."

9. Page Ref. Question

L-24 D Volume II shall contain the cost proposals, including estimated costs based on the proposer's understanding of the work described in Section C, and the Sample Project described in Section J, Attachment JL.2.

Is it the intent of the Government to have the Contractor submit a cost/price proposal for the Base Year and Option0 Years for each statement of the work described in Section C, Statement of Work, utilizing the HTRW WBS? - OR - will the contractor provide, specifically, a cost/price proposal for the following: "Sample Project" and possibly a cost-benefit analysis for an alternative and "PMO Office Base Year" and possibly a cost-benefit analysis for an alternative?

Answer:

No. The Contractor should not submit a cost proposal for the base year and option years.

The Contractor shall provide two cost proposals; one for the Sample Project (Attachment JL.2) and one for the PMO for the base year. Each proposal should be based on the Contractor's overall understanding of the work described in Section C. Cost proposals shall utilize the HTRW WBS. A cost/benefit analysis should be submitted for the Alternate Approach to the Sample Project and the Alternate Approach to the PMO if an Alternate Approach to the Sample Project and Alternate Approach to the PMO is proposed in Volume I.

10. Page	Ref.	Question
L-25	5(a)	RFP Section L, Page L-25, Paragraph 5(a) states "Part 2 shall contain the completed forms at Sections A, B, and K of the RFP" and at Section B, page B-2, CLIN 0002, which says, "...in accordance with Section C and TOs to be issued hereunder."

Is it the intent of the Government to have the Contractor 9 complete Section B, Supplies or Services, when the specific data, such as clearance areas and requirements for Tier I and Tier II clearance will be provided in individual TOs? It appears unfeasible without being provided the specific detail combined in the task orders - OR - is the reference to completion of Section B a typo?

Answer:

Yes. The Contractor must complete Section B, Supplies or Services and Prices/Cost. Based on the Program Management Office proposal which is required in Section L, the Contractor should be able to complete CLIN 0001/SLINs 0001AA - 0001AF with accuracy. The remaining CLINs/SLINs should be completed based on the estimated cost plus award fee total for each year of the contract and the type of work to be expected as described in Section C.

11. Page	Ref.	Question
L-33	F.	Is the supporting information required for both the Sample Project (pg. L-26, Part 3, Subpart 1.(e)) and the Program Management Office (Base Year) (pg. L-26, Part 4, Subpart 1.(e))?

Answer:

Yes. It is required for both the Sample Project and the Program Management Office so that the cost proposals are independent of each other.

The Appendixes should not be attached to each cost proposal, but should support the data provided in both proposals and be submitted as Part 6 (page L-27).

Both proposals will apply the rates proposed on Attachment JL.8, "Memorandum of Agreement, Indirect Rates and Ceilings." The labor categories and rates proposed on the Cost Breakout Forms at Attachment JL.10 should be extracted from Attachment JL.7, "Memorandum of Agreement, Direct Labor Rates and Maximum Award Fee," therefore, in regards to providing supporting rate information, it is only necessary to address the rates proposed on Attachments JL.7 and JL.8.

12. Page	Ref.	Question
M-7	1.	Cost is listed as a significant factor. What percentage weight will be assigned to cost?

Answer:

The relationship between technical and cost is variable, therefore, a fixed quantitative value will not be assigned to cost. Although cost is of lesser importance than technical, as a whole, it is a significant factor which should not be discounted. The degree of its importance as an evaluation factor will increase with the degree of equality of the proposals in relation to the technical factors on which selection is to be based.

See Page M-2, Paragraph M5, Subparagraph C. It states, "The technical evaluation factors combined are considered significantly more important than cost; however, the importance of cost will increase if two or more technical proposals are nearly equal in value."

COMPANY HW DISPOSAL EXPERIENCE SUMMARY (PART I)			
Proj. Ref. # *	HW Disposal Company (Name, Address, Point of Contact, Phone number)	Client Reference (Owner Name, Address, Point of Contact, Phone Number)	Project Name and Location

* Show same Project Reference # on Part II of Company HW Disposal Experience Summary

JL.3-3

COMPANY HW DISPOSAL EXPERIENCE SUMMARY (PART II)				
Proj. Ref. # *	Contaminant(s) Disposed in the Hazardous Waste	Type of Media Disposed Off-Site	Quantity of Media Disposed	Disposed Facility (Description and Location)

COMPANY HW DISPOSAL EXPERIENCE SUMMARY (PART II)				
Proj. Ref. # *	Contaminant(s) Disposed in the Hazardous Waste	Type of Media Disposed Off-Site	Quantity of Media Disposed	Disposed Facility (Description and Location)