

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 97
2. AMENDMENT/MODIFICATION NO. 0005	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, HI 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 (UXO) CLEARANCE PROJECT, KAHOLAWE ISLAND RESERVE, HAWAII

The purpose of this amendment is to (1) provide replacement pages or revised sections as a result of this amendment, (2) correct minor errors, and (3) incorporate questions and answers.

(continued)

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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES D. PUTNAM, Contracting Officer	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 97 MAR 03
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)		

- Encl: (1) Section B (Replaced in its entirety)  
(2) Attachment JL.10 (Replaced in its entirety)  
(3) Attachment JL.12 (Replaced in its entirety)  
(4) Section L (Replaced in its entirety)  
(5) Section M (Replaced in its entirety)  
(6) Replacement Pages (various)

- A. Sections B, L, and M, and Attachments JL.10 and JL.12 are replaced in its entirety with their respective sections provided in enclosures (1) through (5).
- B. Replacement pages are provided in enclosure (6) for sections not replaced in its entirety.
- C. The changes up to and including Amendment No. 0005 are identified in bold italics.
- D. The hour and date specified for receipt of offers is extended to 2:00 p.m. Hawaii Standard Time on March 28, 1997 as a result of this amendment.
- E. All other terms and conditions remain unchanged and in full force and effect.
- F. The following revisions are incorporated into this Solicitation.

### **General**

The telephone number for the Code of Federal Regulations (CFR), referenced on Page 4 of Amendment No. 0002 is corrected by this amendment as follows:  
(202) 512-1800.

### **SECTION J**

Replace Attachment JL.12, General Decision Number HI960001 (includes up to Modification 7), dated 11/29/1996, with General Decision Number HI970001 (0 Modifications), dated 02/14/1997.

Attachment JL.12 is replaced in its entirety and is provided in enclosure (3).

**SECTION L**

Under Section L, incorporate the following changes into this solicitation:

1. Page L-8, Paragraph L17.A, revise as follows:

Delete: Volume II - Cost Proposal (original and eight copies)

Insert: Volume II - Cost Proposal (original and eight copies, except for the Appendices, wherein only two (2) copies are to be provided for the prime contractor and each team subcontractor."

2. Page L-11, Paragraph L17.B.5(a), replace the last sentence with the following:

"Volume 1, Part 3, shall contain Appendixes A through J."

3. Page L-9, Paragraph L17.A.5, replace the second sentence with the following:

"Type size for text shall be 12 point or larger; however, the type size for graphics, tables, and other exhibits may be smaller than the 12 point specified for text if the smaller point size used is standard for that particular software program and provided that it is legible."

This change supersedes the answer to Question No. 92 in Amendment No. 0004.

4. Page L-16, Paragraph L17.C.2(a)(10), incorporate the following change:

Delete: "(10) Providing professional historic preservation services in support of large and complex projects;"

Insert: "(10) Providing professional historic preservation, engineering and construction services in support of both large and complex projects and projects located in remote locations;"

5. Page L-22, Paragraph L17.C.4(b), incorporate the following change:

Delete: "...The alternate organizational structure may not involve changes to the positions, position title, personnel qualifications..."

Insert: "...The alternate organizational structure may involve changes to the positions, position title, personnel qualifications..."

6. Page L-30, Paragraph L17.E.3(a)(3), replace the second sentence with the following:

"A summary of direct costs for each of the services identified above should also be provided."

7. Section L, Page L-33, Paragraph L17.F, revise the first sentence as follows:

"The supporting information described in the following paragraphs must be provided for each team subcontractor as well as for the prime contractor."

Section L is replaced in its entirety and is provided in enclosure (4).

## **SECTION M**

Under Section M, incorporate the following changes into this solicitation:

1. Page M-4, Paragraph M5.E.2, on the second line, incorporate the following change:

Delete: "...on their corporate experience and past performance in remote locations as it relates to..."

Insert: "...on their corporate experience and past performance as it relates to..."

2. Page M-5, Paragraph M5.E.2, incorporate the following changes:

Delete: "(f) Providing historic preservation, and engineering and construction services in remote locations."

Insert: "(h) Providing historic preservation, and engineering and construction services in support of both large and complex projects and projects located in remote locations."



3. Page M-6, Paragraph M5.E.3(h) and (i), replace the paragraphs in their entirety with the following:

(h) Deleted in its entirety.

(i) Deleted in its entirety.

Section M is replaced in its entirety and is provided in enclosure (5).

## **GENERAL QUESTIONS**

### **1. Question**

"In an effort to ensure that our proposal team does not include any other Contractors that would be considered ineligible for participation, please provide a list of all Contractors that were involved in the model cleanup, base camp support, and other Department of Navy, Pacific Division, contracts that, in the Navy's opinion, have "an unfair competitive advantage or surely the appearance of such an advantage."

#### **Answer:**

The terms of the solicitation and the resultant contract for Architect-Engineering Services for Multi-service/Multi-year Support for Kaho'olawe Island Cleanup Project, Hawaii (Contract No. N62742-95-D-0025), and the synopsis publicized in the Commerce Business Daily dated 4 April 1994, expressly stated that the selected A-E would be prohibited from participation in the Unexploded Ordnance Clearance Project. The A-E firm and its subsidiaries or affiliates that were awarded the contract are listed below:

GKO, M&E Pacific, Inc., Helber Hastert & Fee, Woodward-Clyde, Pacific Geotechnical Engineers, Inc, Kauahikaua & Chun Architects, Pacific Legacy, Inc, Sea Engineering, Control Point Surveying & Engineering, Inc, and S.S. Dannaway & Associates, Inc.

### **2. Question**

Are all offeror's team subcontractors and/or joint venture partners to be included in the sample problem? If not, is the cost breakout form for any team subcontractor not included in the sample problem, still required?

**Answer:**

The Contractor should propose the team subcontractors expected to perform work on the contract as part of the Sample Project. If not, the Contractor is still required to submit Attachments JL.7, JL.8, and JL.9 as part of the cost proposal under "Other Supporting Information". Only the team subcontractors and/or joint venture partners expected to perform work as part of the Sample Project should be included in the cost breakout forms.

**3. Question**

Will the Navy incorporate revised DBA and SCA rates into the contract as they are issued by the Department of Labor during the life of the contract?

**Answer:**

Davis Bacon Act and Service Contract Act Wage Determinations will be issued at time of award of the contract. Davis Bacon Act Wage Determinations will be issued with award of each task order and is effective for the life of the task order. Service Contract Act Wage Determinations will be issued with award of contract modifications exercising each option year.

Under Section G, Page G-19, Paragraph G15.A, replace the paragraph with the following:

"A. The Service Contract Act Wage Determination issued with award of the basic contract is effective for the base year. Thereafter, Service Contract Act Wage Determinations will be issued with award of contract modifications exercising each option year and is effective for their respective years. Davis Bacon Act Wage Determinations will be issued with award of each task order and is effective for the life of the task order. The Government will pay only the Service Contract Act and Davis Bacon Act wage rates plus the percentages shown in G14, and fringe benefits.

**4. Question**

We intend to include a compliance matrix as part of Volumes I and II of the proposal to ensure easy reference to the Statement of Work, Proposal instructions and Evaluation Criteria.

Will this matrix be counted against the 100 page limitation to the Technical Volume?

**Answer:**

Yes it will be counted against the 100-page limitation of Volume I, Part 2, if contained in that part of your Technical Proposal. Although not prohibited, types of indices to include a compliance matrix or cross-reference matrix will be counted against the 100-page limitation. Offerors are encouraged to cross-reference other subjects within the text of their proposal.

**5. Question**

- (1) What pre-existing conditions are known or suspected by the Government. that would require the use of Radiation Monitoring, Sampling Radioactive Contaminated Media, and/or Radioactive Waste Analysis?
- (2) Has the Navy (Government.) used the island to bury radioactive waste, or hazardous and toxic waste? If so, please identify all pre-existing conditions, their approximate locations, and how they were enclosed, i.e. drums, loose, etc.

**Answer:**

- (1) None.
- (2) It is not known if radioactive waste or hazardous and toxic wastes were buried on the island. While the possibilities may exist, we have not performed area characterizations to confirm hazardous or toxic wastes being buried on the island.

**6. Question**

What is the status of Section 106 consultation with the Advisory Council for Historical Preservation in Hawaii's SHPO? and what degree of coordination has occurred with the Hawaii SHPO to date?

**Answer:**

The ACHP was provided a draft of the Regulatory Framework for review and comment in a letter dated October 4, 1996. The Hawaii SHPO, Mr. Michael Wilson, is a party to the Site Protection Agreement (Appendix B of the Regulatory Framework) and signed that agreement on November 14, 1996.

**7. Question**

Reference: The Navy's perspective on 1) the timeline, and 2) the impact of the CERCLA Non-Time Critical Removal Action (NTCRA) process on field activities (i.e early start tasks) on the island.

1) How will initial startup activities on the island be affected by the CERCLA NTCRA administrative process, including approval of the EE/CA and signing of the Action Memorandum?

2) Can site assessment operations, base camp preparations, island access and road improvements be conducted prior to approval of the EE/CA and Action Memorandum?

**Answer:**

(1) Startup activities such as base camp preparations, and PMO establishment will not be affected by the CERCLA NTCRA administrative process. However, any activity that is related to the Cleanup of the site as recommended in the EE/CA will not be done until the EE/CA is approved.

(2) Starting site assessment operations and base camp preparations would be appropriate prior to the approval of the EE/CA and Action Memorandum. The site assessment information would be needed to prepare the EE/CA. Starting island access and road improvements would be appropriate, prior to the approval of the EE/CA and Action Memorandum, only if these actions are not specific to the recommended cleanup action alternative in the EE/CA.

**8. Question**

Based upon the requirements and discussions set forth in Sections B, C, L and M, it is unclear as to whether or not the firms submitting will need to address their overall approach to the Clearance and restoration of Kaho'olawe Island Reserve. Specifically, Section B notes the need to cost out the technical services but does not address contractor approach to the project; Section L17(B) suggests a technical approach is to be provided for the base year and option year; Section L17(B)5 discusses a technical approach for both a sample project and optional sample project but makes no mention of the contractor's overall approach. Section L17(B)6(1)a., b., c., and e. lists three areas that the contractor must demonstrate understanding in to include technology and science, technical and regulatory requirements and parameters in dealing with a

number of non-UXO related areas, and project approach to the sample and alternate sample project but makes no mention of the overall approach. Section M4(E) indicates that contractors will be evaluated for their proposed approach to accomplish the UXO work specified, not just the sample project. While the value of the sample project cannot be overemphasized, it is important for the Navy to benefit from the overall approach that can be taken to do the entire project. The sample project, for instance, would not necessarily be cost effective during a short period of time in using some new or emerging technologies that are available. Likewise, the overall approach to the entire island clean-up offers significant benefits in cost, scheduling, and safety which would not be appropriate to discuss in a sample project of this size. It is recommended that the technical response give full consideration to the overall approach to the project.

**Answer:**

The Offerors will be evaluated on their overall approach to the performance of work on the contract. Section L, Page L-9, Paragraph L17.B was revised under Amendment No. 4 to include preparation of the technical proposal based on the breakdown of estimated Cost Plus Award Fee for the base year and each option year. It should be noted that the paragraph provides for the technical proposal to be prepared covering the proposer's understanding of the work and the proposed method of attaining the contract objective. Each subfactor in the Technical Proposal should be addressed separately and not as if it relates solely to the Sample Project.

Section L, Paragraph L17.C.1(a), Technical Understanding Factor, instructs the Offerors to demonstrate their understanding and technical approach for the work to be performed under the contract. The Offerors should address this factor demonstrating their understanding and technical approach to the work to accomplish the entire contract. The Offeror may demonstrate their methods for implementing new or emerging technologies that may subsequently become available.

The Sample Project is representative of the work to be performed under the contract allowing contractors to demonstrate their technical understanding and approach in relation to work that is characteristic of the contract. The Sample Project should be consistent with the statements made in their proposal regarding technical understanding, management expertise, corporate experience/past performance, and personnel resources.



**SPECIFIC QUESTIONS**

1.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	10	Amd 02, Question 11	The answer to Question #11 states that labor categories and rates proposed on Attachment JL.10 (Cost Breakout Forms) should be extracted from Attachment JL.7 (Memorandum of Agreement, Direct Labor Rates and Maximum Award Fee). However, Attachment JL.7 includes both <u>estimating rates</u> and maximum rates for the base year. Also, Attachment JL.10 directs offerors to propose direct labor rates based on the <u>actual rate</u> of the individual proposed to work on the sample project. Please clarify whether the estimating rates, maximum rates, or actual rates should be used for Attachment JL.10.

**Answer:**

Actual labor rates should be entered on Attachment JL.10, irrespective of whether they exceed the maximum ceiling rates proposed on Attachment JL.7. The rates proposed on the Cost Breakout Forms at Attachment JL.10 should not be extracted from Attachment JL.7. The answers to Question No. 11 in Amendment No. 0002 and Question No. 87 in Amendment No. 0004 are superseded by this amendment.

Section J, Attachment JL.10-1, replace the second sentence with the following:

"The rates entered in the first column should be the actual rate of the individual proposed to work on the Sample Project. If you choose to use an employee whose labor rate for that specific labor category exceeds the maximum ceiling rate as shown on Attachment JL.7, justify the cost-effectiveness of utilizing that employee on a separate sheet of paper and insert this between pages JL.10-2 and JL.10-3."

Section J, Attachment JL.10-5, replace the second sentence with the following:

"The rates entered in the first column should be the actual rate of the individual proposed to work in the Program Management Office (PMO). If you choose to use an employee whose labor rate for that specific labor category exceeds the maximum ceiling rate as shown on Attachment JL.7, justify the cost-effectiveness of utilizing the employee on a separate sheet of paper and insert this between



pages JL.10-6 and JL.10-7."

Attachment JL.10 is replaced in its entirety and is provided in enclosure (2).

<b>2.</b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
		Amd. 0001	Please consider in future Amendments to include replacement pages that mark the changes with change bars.

**Answer:**

Replacement pages were provided in Amendment No. 4 for Amendment Nos. 0001 through 0004. Amendment No. 5 and any future amendments will include replacement pages with changes noted in bold italics.

<b>3.</b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	B-2 to B-9	B	The Government has directed that the offerors provide estimated cost/price for the Base Year and the seven Option Years. The Government has provided a pre-printed total estimated cost for each year (i.e., base year = \$30M.) while at the same time providing a disclaimer that the amounts listed each year are estimates only; based upon the fact that the pre-printed totals are estimates, and the offerors have no access to review the detailed requirements of the Task Orders, some confusion exists. Therefore, is the Offeror to furnish its estimate such that the total for its supplies and services equals the Government provided estimated total? OR Is the Offeror to furnish a quote which it believes is the estimated total (which may or may not exceed the estimated Government total for that year) as long as the overall total does not exceed the \$280 million? In other words, should the Offeror's estimate for the Base year total \$30 million? Or can it total something more or less, as long as the overall total does not exceed \$30 million? In light of the fact that the Government has not provided a Task Order for the Offeror to identify the scope of the supplies and services to be provided, it would appear that the Government is essentially attempting to identify on a competitive basis the difference

between the money to be spent on PMO and the money to be spent on Technical Services? If this is not the case, then without some detail of the scope against an anticipated Task Order(s), then an Offeror in order to generate the most competitive bid would be inclined to under estimate the true value of the Technical Services? If Section B remains as it currently exists, is it required that each subcontractor complete what they believe their portion of the PMO and Technical Services will be? Or does the Government just need the Prime Contractor to complete Section B for their total respective team effort?

**Answer:**

The Contractor will not be required to complete Section B. The answers to Question No. 10 in Amendment No. 0002 and Question No. 2 in Amendment No. 0004 is superseded by this amendment.

Under Section B, incorporate the following changes:

Page B-2, delete the blank lines under the column entitled TOTAL EST. COST indicated by "\$ \_\_\_\_\_" and delete the word "TOTAL" after SLIN 0001AF and SLIN 0002AD. Reorganize and revise the following SLINs as shown below:

0001AA	Est. Recurring PMO Cost (Prime and subcontractor costs)
0001AB	Est. Recurring PMO Non-Fee Bearing Travel Cost
0001AC	Est. PMO Other Non-Fee Bearing Cost (Contractor-acquired property, third-party rentals, FCCM and fee on subcontracts)
0001AD	Est. Non-Recurring PMO Cost (Prime and subcontractor costs)
0001AE	Est. Non-Recurring PMO Non-Fee Bearing Relocation Cost (Travel and relocation)
0001AF	Maximum PMO Award Fee Pool
0002AA	Est. Recurring Technical Services Cost (Prime and subcontractor costs)
0002AB	Est. Recurring Non-Fee Bearing Travel Cost
0002AC	Est. Technical Services Other Non-Fee Bearing Cost (Contractor-acquired property, third-party rentals, FCCM, and fee on subcontracts)
0002AD	Maximum Technical Services Award Fee Pool

Pages B-3 through B-9, as follows:

Delete: blank lines under the column entitled, TOTAL EST. COST indicated by "\$\_\_\_\_\_". Delete the words: "TOTAL" below Maximum PMO Award Fee Pool and Maximum Technical Services Award Fee Pool.

Insert: at the end of SLINs entitled, Est. Recurring PMO Cost, "(Prime and subcontractor costs)"

at the end of SLINs entitled, Est. PMO Other Non-Fee Bearing Cost, "(Contractor-acquired property, third-party rentals, FCCM, and fee on subcontracts)"

at the end of SLINs entitled, Est. Recurring Technical Services Cost, "(Prime and subcontractor costs)"

at the end of SLINs entitled, Est. Technical Services Other Non-Fee Bearing Cost, "(Contractor-acquired property, third-party rentals, FCCM, and fee on subcontracts)"

Section B is replaced in its entirety and is provided in enclosure (1).

Under Section L, incorporate the following changes:

Page L-25, Paragraph L17.D.5(a), replace the second sentence with the following:

"Part 2 shall contain the completed forms at Sections A and K of the RFP."

Page L-26, Paragraph L17.D.6, Part 2, Subpart 2, delete the sentence in its entirety and rename "Subpart 3" to Subpart 2".

Section L is replaced in its entirety and is provided in enclosure (4).

4.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	B L-25	B L17.D.5(a)	The section provides schedules for cost breakdowns for PMO & Technical Services for all periods that total the amounts shown on page B-1. Section L17.D.5.(a) requires Section B to be completed. However, the same paragraph specifies a cost proposal for only the Sample Project, Project Management Office, and a range of costs for the KIGIS system and any alternatives for the three cost proposal subparts. How should the apparent conflict be resolved? Which cost amounts are required on the SF 1448: the Section B values or the Cost Proposal Parts 3-5?

**Answer:**

Standard Form 1448 should include the costs for the Sample Project proposal and the Program Management Office (PMO) proposal. However, your Cost Proposal (Volume II) submission should also include a cost benefit analysis for the proposed alternative to the Sample Project and the PMO and a range of costs associated with the Geographic Information System. Refer to question no. 8 above for the Schedule B requirements.

5.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	B-1	B	Section B reflects the breakdown of the total cost plus award fee or the base year and each option year. Is available funding based upon a 12 month calendar year or fiscal year?

**Answer:**

Funding is based on the Government fiscal year beginning 1 October.

6.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	B-2 to B-9	B	Will Section B, "Supplies or Services and Prices/Cost" be used by the Government to evaluate contractor costs? <b>Or</b> will the Government evaluate contractor's costs based on the contractor's "Sample Project" and "Sample PMO - Base Year" proposals?

**Answer:**

The Government will evaluate the cost proposals described in Section L, Paragraph L17.D. Refer to Question No. 8 above.

<b><u>7.</u></b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	B-2 to B-9	B	The bid schedule shows travel costs as a non-fee bearing line item. No reference was found anywhere else in the RFP that would indicate that travel costs are non-fee bearing. Do you intend for travel costs to be included in the base for calculating maximum award fee?

**Answer:**

No. As referenced in Section G, Page G-19, Paragraph G14C.1, Attachments JL.7-3, JL.10-4 and JL.10-8, travel cost is excluded from the base in calculating the maximum award fee pool.

<b><u>8.</u></b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	B-2 to B-9	B	Is it the intent of the Government to have the contractor <u>estimate</u> required cost for PMO and Technical Services for Base Year and Option Years so that after making the proper allocation to PMO and Technical Services the total estimated cost will equal what the Government has determined to be the <u>estimated cost plus award fee</u> for each year as prescribed on page B-1? (i.e., \$30M)

**Answer:**

See answer shown above in Question No. 3.

<b><u>9.</u></b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	B-2 to B-9	B	These pages, when completed are included in the Cost Proposal as Part 2, Subpart 2.

No information on content/development thereof is given ("Self explanatory", p L-29). Section M states only that 'costs will be evaluated to determine reasonableness and realism'. On what basis are the 'blanks' to be completed other than in a very 'estimated' way. Since the forms will be the cost proposal, one assumes they will be evaluated. How do they relate to the evaluation factors in Section M?

**Answer:**

See answer shown above in Question No. 3 above.

<b><u>10. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-2	C.1.2.1(p)	The Contractor selected for this contract will be called upon to provide technical support to the Government for community relations. Further clarification on the scope of these services is requested.

**Answer:**

Community relations support services include items such as public meeting preparation (prepare charts, graphs, handouts), attending meetings, assistance in answering questions, assistance with the preparation of news releases and project related information, etc.

<b><u>11. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-3	C.1.2.1 (u)	Address the Project Close Out Plan. Does the Navy anticipate that this plan will include the removal of infrastructure on the island left there by the Navy.

**Answer:**

The Close-Out Plan shall include those areas currently listed in Attachment JC.6, Item No. A28.



<b>12. Page</b>	<b>Ref.</b>	<b>Question</b>
C-3	C.1.2.2.	Does the Navy have any knowledge that Kaho'olawe Island was used to store or dispose of any hazardous waste material except that waste resulting from XO/UXO? If the answer is affirmative, please provide specific as to types and amounts of hazardous material known to be disposed of on site. Will all such hazardous material require remediation or only that material found on the location to be cleared of UXO?

**Answer:**

The Navy does not have knowledge of the storage or disposal of hazardous waste on Kaho'olawe island except for small amounts of waste material incidental to ordnance operations, explosives use, small arms training and base camp operations.

The Contractor is required to remediate the hazardous material found on the locations to be cleared of UXO only. If hazardous material is found on sites not required to be cleared of UXO, the Government may issue a task order for the remediation of the hazardous material.

<b>13. Page</b>	<b>Ref.</b>	<b>Question</b>
C-4	C.1.2.6	Specifies the clearance requirements of island land surface, beach, surf zone and/or submerged water areas. The Contractor is to provide statistical analysis and probability of detection with reliability recommendations. The beach and submerged zones, are however, dynamic areas and UXO debris may become uncovered for many years to come after storms. It would appear that the surface and submerged zones must be periodically searched and cleared. Please clarify if periodic search and clearance of the beach and submerged zones is a scoped work requirement.

**Answer:**

Clearance of beach, surf zone and submerged areas, and periodic maintenance are within the scope of the contract. Any clearance of beach, surf zone or submerged areas, or periodic maintenance will be included in individual task orders.

**14. Page      Ref.      Question**

C-9	C.1.3	Provides for non-key and other personnel. There is no apparent provision for Contractor-supplied cultural monitors. Will the Navy or KIRC provide these monitors on behalf of the State? Please provide clarification on this requirement.
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**Answer:**

The KIRC will arrange for cultural monitors.

**15. Page      Ref.      Question**

C-9	C.1.3	Paragraph 1.3 identifies and discusses other personnel while paragraph 1.3.c provides titles for these positions. Does the Navy want to review resumes for these positions?
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**Answer:**

The Navy reserves the right to review the qualifications and experience of all personnel, including those cited in paragraph 1.3.c. For proposal purposes, provide only those resumes for Key and Non-Key Personnel as described in Section L, Paragraph L17.C.4(d).

**16. Page      Ref.      Question**

C-9	C.1.3.a/	Some Key and Non-Key Personnel may require more than one individual to perform work on the project under that specific labor category. Do you require a resume for each individual assigned to those positions for which multiple personnel are required?
C-10	C.1.3.b	

**Answer:**

Yes.

**17. Page      Ref.      Question**

C-10	C.1.3.c	Performance of functions inherent in the positions listed under Other Personnel is required. May the contractor create new job titles under "Other Personnel" for positions which will be required for the work? For example, page C-12, paragraph 1.3.3.5 discusses the need for Emergency Medical Technician (EMT) personnel, however these personnel are not listed as an identified labor category.
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**Answer:**

Yes. The Contractor may create new job titles under "Other Personnel".

Section C, Page C-12, Paragraph 1.3.3.5, incorporate the following change:

Delete: "...emergency medical technician (EMT) personnel;..."

Insert: "...medical personnel;..."

The replacement page is provided in enclosure (6).

**18. Page      Ref.      Question**

C10 - C25	C.1.3.3.3 C.1.3.4	(1) Page C-12, Range Control Officer "the RCO is responsible for direct supervision of SUXOSS, DS, UXO escort..." versus page C-21, UXO Specialist Supervisor-"The UXO Specialist Supervisor is responsible for overseeing...; and the safety escort and movement control..." versus page C-23, UXO Escort."...The UXOE, under the direct authority of the RCO."  (2) Page C-19, Demolition Supervisor.."The DS acts as the technical oversight for the selection, review, application and control of appropriate courses of action and procedures in the performance of UXO transportation, disposal,
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demolitions, and safety procedures. versus page C-20, Senior UXO Specialist Supervisor - "...The SUXOSS acts as the technical resources for the selection, review, application, and control of appropriate courses of action in the performance of all UXO clearance, safety, and demolition processes."

(3) Page C-16, UXO Safety Officer- "...establishment of Standard Operating Procedures (SOPs) for all UXO related activities, including search, detection, access, identification, transportation, centralized storage, disposal, treatment, scrap certification, HERO analysis, etc." versus page C-19 Demolition Supervisor- "...The DS is responsible for generating and reviewing compliance with SOPs for all UXO transport, treatment, storage, disposal and demolitions activities.." versus Page C-20, Senior UXO Specialist Supervisor - "...The SUXOSS is responsible for developing and assuring compliance with "Standard Operating Procedures..."

"Chain-of-command" relationships are difficult to follow and some duties and responsibility assignments seem to be duplicated (see above example) Please Clarify.

**Answer:**

The Navy has established a general organizational structure for Key Personnel, Non-Key Personnel, and Other Personnel as described in Section C, Paragraph 1.3. The contractor may propose an alternative organizational structure and reporting relationships consistent with Section C, Paragraph 1.3. See Section L, Paragraph L17.C.4(b).

<b>19. Page</b>	<b>Ref.</b>	<b>Question</b>
C10-	C.1.3.3	(1) Some requirements seem excessive, especially the "up front" requirements for professional certifications. For example, the requirement that the Project QC Manager must hold current certification by the American Society of Quality Control as CQM, CQE or CQA and the HSM's requirement to be a Certified Safety Professional, eliminates many potential candidates who are otherwise eminently qualified
C25	C.1.3.4	

for those positions. Additionally, the requirements that the individuals for those positions must have experience with explosive/ordnance further complicates the process. UXO Safety and QC Specialists are usually responsible for explosive safety and explosive/UXO QC functions at sites contaminated by ordnance and explosives. (2) The pool of candidates likely to hold qualifications for proposal as Historic Preservation Manager is most likely smaller than the number of offerors proposing on this solicitation. The requirement for ten years of professional experience in Pacific Archaeology, including supervisory and project director level experience seems to be a serious limiting factor. Will the Navy consider selective revision of these and other labor category qualification requirements, especially with regard to certifications, and in some cases, years of experience or degree requirements?

**Answer:**

(1) The specifications are not excessive. The specifications assure that professionally certified personnel are maintaining surveillance and control of the work. The Government recognizes that the pool of certified professionals may be limited and have provided for the alternative of having the Project Health and Safety Manager and the Project QC Manager, both being certified professionals, supervise non-certified personnel on island for no less than 50% of the time. The Offeror is free to propose alternative qualifications as indicated in Section L, Paragraph L17.C.4(b).

(2) The minimum requirements for the HPM, as well as the HPFD and HPFS, will be revised.

Under Section C, incorporate the following changes:

Paragraph 1.3.3.7, replace the paragraph with the following:

Insert: "d. Ten years of professional experience in archaeology, including supervisory and project director level experience and professional experience in Pacific, preferably, Hawaiian Archaeology as demonstrated by completed research projects, technical reports, publications, dissertation, teaching experience, or similar."

Paragraph 1.3.4.13, replace the paragraph with the following:

Insert: "d. Ten years professional experience in archaeology, including at least five years experience supervising archaeological field crews and demonstrated experience in Pacific, preferably, Hawaiian Archaeology."

Paragraph 1.3.4.14, replace the paragraph with the following:

Insert: "b. Five years experience in Pacific, preferably, Hawaiian Archaeology."

The replacement pages are provided in enclosure (6).

<b>20. Page</b>	<b>Ref.</b>	<b>Question</b>
C-12	C.1.3.3.4	Will the quarterly safety drills be covered by specific task orders or are these to be included in the Program Management Office costs estimated in Vol II of the proposal?

**Answer:**

The requirement for safety drills may be issued under the PMO task order or specific task order.

<b>21. Page</b>	<b>Ref.</b>	<b>Question</b>
C-17	C.1.3.4 C.1.3.4.6	The UXO Safety Officer is responsible for the direct supervision of all UXO safety personnel. In the draft RFP there was an identified labor category of UXO Work Area Safety Officer. Likewise, the Construction Safety Officer is responsible for the direct supervision of all construction safety personnel. In the draft RFP there was an identified labor category of Construction Work Area Safety Officer. Is it an oversight that the UXO Work Area Safety Officer and Construction Work Area Safety Officer positions have been deleted or is the Contractor expected to create "Other Personnel" labor categories to fulfill these requirements?



**Answer:**

There is no oversight. The UXO Safety Officer and the Construction Safety Officer are now required to be Certified Safety Professionals (CSP). Alternatively, if either or both the UXO Safety Officer and the Construction Safety Officer are not safety professionals, the Project Health and Safety Manager must provide on-site supervision of the non-certified individual(s) for no less than 50% of the time. Additionally, the Contractor must propose a Health and Safety Program to ensure all operations are conducted in a safe manner. The Contractor must determine if additional safety personnel are needed.

**22. Page    Ref.            Question**

C-19      C.1.3.4.9.e      Informal communication with the ASQC indicates the likelihood of locating a person with ASQC certification and the qualifications required in Section C.1.3.4.9.a-d is near zero. Will the Navy consider accepting a person, otherwise fully qualified, subject to meeting the ASQC certification at some established time after contract award?

**Answer:**

As indicated in Section C.1.3.4.9.e, if the HPQCM is not a certified professional, the PQCM shall provide no less than 50% on-island supervision. If the HPQCM acquires ASQC certification during the contract, the Contractor may, at that time, request that the requirement for PQCM supervision be waived. Also, see Section L, Paragraph L17.C.4(b).

**23. Page    Ref.            Question**

C-22      C.1.3.4.1.14      The responsibilities of the Historic Preservation Quality Control Manager identified in Section C1.3.4.9 do not list any direction of field work, which is logical for a quality control person. It is logical for the Historic Preservation Manager and Historic Preservation Field Director to direct field work. Please clarify.

**Answer:**

The HPQCM does not direct field work. The HPQCM will be deleted and the HPS will be changed to HPFS.

Under Section C, incorporate the following changes:

Page C-22, Paragraph 1.3.4.14, replace the third and fourth line with the following:

"...or HPFD in an efficient, professional and safe manner. The HPFS shall, under the direction of the HPM or HPFD, provide direct supervision of historic..."

The replacement page is provided in enclosure (6).

<b><u>24. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-24	C.3.4.18	<p>There are no duties, responsibilities or job description for these Non-Key labor category(ies). Page C-10 lists Historic Preservation Technician (HPT) in the Non-Key personnel category.</p> <p>(1) Are these the same position?</p> <p>(2) Is it the Navy's intention for HPT to refer to both Historic Preservation Field Technician and Historic Preservation Lab Technician? Please clarify</p>

**Answer:**

(1) Yes, these are the same positions. The duties and responsibilities are not specified because the HPT will work only under the direction and supervision of supervisory level historic preservation personnel. The duties and responsibilities of the HPT will be determined by supervisory level historic preservation personnel in accordance with the Historic Preservation Research Design and Implementation Plan.

(2) Yes. The "Historic Preservation Technician (HPT)" will be replaced with "Historic Preservation Field/Laboratory Technician (HPT)".

Section C, Page C-9, Paragraph 1.3 b., incorporate the following change:

Delete: (Historic Preservation Technician (HPT))

Insert: "Historic Preservation Field/Laboratory Technician (HPT)"

The replacement page is provided in enclosure (6).

<b>25. Page</b>	<b>Ref.</b>	<b>Question</b>
C-25	C.1.3.4.20	Regarding experience requirements for the Natural Resource Manager: "Training or experience in the following areas: 1) wildlife and fisheries management; 2) conservation, protection, and management of threatened and endangered species of plants and animals; 3) erosion control; 4) revegetation." Are the categories listed at the reference page as the minimum qualifications for this position inclusive? That is, must a candidate have training or experience in all areas? This is an issue because someone who has training in, for example, wildlife and fisheries management is not likely to have training in revegetation. A biologist does the former, a botanist the latter. The experience is basically mutually exclusive.

**Answer:**

The Natural Resource Manager must have training or experience in at least one of the areas, not all of the areas.

Section C, Page C-25, Paragraph 1.3.4.20.d, replace the sentence with the following:

"d. Training or experience in at least one of the following areas:"

The replacement page is provided in enclosure (6).

<b>26. Page</b>	<b>Ref.</b>	<b>Question</b>
C-25 C-26	C.1.4	Will the reimbursable training requirements specified in Section C, subsection 1.4, be covered by specific task orders or are these to be included in the Program

Management Office cost estimate for Volume II of the proposal?

**Answer:**

The reimbursable training requirements referenced in Section C.1.4 will be covered by the Program Management Office, see Attachment JC.6, Item Nos. A1-A3 on pages JC.6iii-1 to JC.6iii-5.

<b><u>27. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-28 JL.2-5	C.2.5	The Contractor shall conduct, document, and report Hazard of Electromagnetic Radiation to Ordnance (HERO) analyses for all communications, UXO detection, and other equipment capable of radiating electromagnetic radiation, based upon the documented UXO present on island. UXB International provided a HERO analysis for the EM-61 and the Viking CL LTR radio during the UXO Model Clearance Project, which was included in the Final Report as Appendix J. UXB International's analysis was based on the Explosive Safety Standards of the Department of the Air Force contained in AF Regulations 127-100, dated 3 August 1990. Is this type of report sufficient to meet the requirements of Section C paragraph 2.5 and Table 3, JL 2-5 of the Sample Project, or is a more detailed, independent on-island study required.

**Answer:**

The Contractor should determine the sufficiency of the report mentioned above to meet the requirements of Section C and the associated contract deliverable.

Section C, Page C-28, Paragraph 2.5, insert the following sentences:

"The HERO analysis shall be in accordance with DOD 6055.9 STD, Navy OP-5, Navy OP-3565, OPNAVINST 8020.7B, AFI 91-201, and/or other current HERO analysis amplifying references. The report shall be reviewed and approved by the Contractor's Project Health and Safety Manager."

The replacement page is provided in enclosure (6).

28.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	C-28	C 3.1	Section C Part 3.1 references OSHA 29 CFR 1910.120, 29CFR 1910.1200, 29CFR 1926, DOD 4145.26-M, and EMR 38-1-1, and NAVSEA OP5 Vol 1. The Regulatory Framework references a somewhat different list of sections of the 29CFR, plus the State of Hawaii HRS Chapter 396, HAR Parts 2, 3, and 8. Please clarify if all of the referenced provisions will apply to the work or advise if any changes should be made.

**Answer:**

For the Contractor's Health and Safety Program, the requirements of Section C, Part 3 shall apply. Should the requirements of Section C, Part 3 conflict with the requirements of the Regulatory Framework, the stricter requirement shall apply.

29.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	C-29, C-46, C-53	C.4.0, 10.0, 11.0	Although Section C addresses water sources for the base camp, it is silent on water sources for other uses. What restriction, if any, will be imposed on the use of brackish water or pond water sources on Kaho'olawe for construction, fire protection, or other UXO clearance related activities?

**Answer:**

Brackish or salt water use will not be allowed for fire suppression, dust control or other purposes.

30.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	C-30	C.4.2.1.1	Preventive measures shall include cleaning of all foreign debris from personnel (e.g. clothing and boots), equipment, materials, supplies, and transporters before traveling to Kaho'olawe. Please define the term "foreign debris" and provide guidance as to the level of cleanliness and what methods will be required.

**Answer:**

In this context, "foreign debris" refers to any material that may introduce species alien to the island reserve (to include the two mile ocean restricted zone). The Contractor is responsible for proposing the appropriate level of cleanliness and the methods to be used.

<b><u>31. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-36	C.5.6.3	The paragraph provides for temporary curation of archaeological materials by the contractor with the ultimate goal of permanent curation at a facility on Kaho'olawe. It is our assumption that archaeological materials and samples collected on Kaho'olawe as a result of cleanup will be transported to the Contractor's laboratory for processing and temporary curation until a permanent curation facility on Kaho'olawe or other location is identified. Please confirm this assumption.

**Answer:**

As stated in paragraph C.5.6.3 of Section C, the contractor will be responsible for providing temporary curation of all records and recovered archaeological materials until otherwise notified by the Contracting Officer or designated representative, and that curation of these materials shall be in accordance with 36 CFR Part 79.9. There is no requirement specifying the location of the Contractor's curation facilities.

<b><u>32. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-38	C3	Is the description of (a) through (h) aimed at PMO personnel or the information KIGIS support staff usage of CMS?

**Answer:**

Section C3 was cited. Presuming that reference to Section 6.3.1.1 on page C-38 was intended, the descriptions of (a) through (h) refer to the overall management of the contract by the Program Management Office (PMO), based on its organizational structure and the duties and responsibilities of each member of the PMO.



<b>33. Page</b>	<b>Ref.</b>	<b>Question</b>
C-38	C.6.3.1.1	Are the costs of preparing the Program Management Plan part of the PMO or a cost to each Task Order?

**Answer:**

The cost of preparing the Program Management Plan should be considered part of the PMO.

<b>34. Page</b>	<b>Ref.</b>	<b>Question</b>
C-38	C.6.2.1.4	Will the cost of Navy office facilities, furniture, utilities, equipment, and consumables be charged to the Contractor's PMO estimate? If other than office space is to be charged, please provide specific amounts, types, and details of these needs to allow accurate pricing of the PMO.

**Answer:**

No, the Contractor is not required to provide any of the items mentioned above, with the exception of office facilities, to include office spaces. The Government will provide for its own equipment and furniture to support its personnel. All other costs may or may not be charged to the Contractor's PMO estimate, depending on the location chosen in its PMO proposal.

<b>35. Page</b>	<b>Ref.</b>	<b>Question</b>
C-40	C.6.5.1.2	Can Primavera be used for scheduling this project?

**Answer:**

The Contractor may use any software for project scheduling, provided the software is compatible with the software listed in Section C, Paragraph 6.5.1.2.

<b>36. Page</b>	<b>Ref.</b>	<b>Question</b>
C-39	6.4.1	To what level of the WBS are the monthly status reports prepared?

**Answer:**

Monthly status reports fall under "CMS Progress" as referenced in the Contract Deliverable List in Attachment JC.6. "CMS Progress" can also be found in the HTRW WBS at the fourth level in Attachment JC.5.

<b><u>37. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-43	C 7.2.2.3	Requires facilities planning and design to be accomplished by a registered engineer. How does this requirement correlate with the requirement to establish, maintain, and operate a temporary base camp in accordance with 29 CFR Section 1910.142? Also, does the requirement to have facilities designed by a registered engineer preclude the use of prefabricated facilities manufactured and marketed for base camp facilities?

**Answer:**

The planning and design of all facilities shall be accomplished by a Registered Engineer. This requirement does not preclude the use of prefabricated facilities for base camp; however, certain conditions to ensure proper installation and operation of the prefabricated facility must be met.

<b><u>38. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-45	C.7.8.1	The Program QC Manager shall conduct weekly QC meetings at the work site with the project manager, project superintendent and other QC Managers." There is no such position as "Project Manager." Should this be the Program Manager or Senior Project Manager?

**Answer:**

Senior Project Manager. See Question 45 (Page 29 of 72), Amendment No. 0004, dtd February 14, 1997.

39. Page	Ref.	Question
C-46	C.10.1	The RFP states "...the Contractor shall also provide office support including administrative, telephone, fax, printing, computers and supplies..." Does "administrative" mean personnel such as clerk/typist, and is this a dedicated position in support of government personnel only?

**Answer:**

The term "administrative" is deleted from the solicitation as follows:

Under Section C, Page C-46, Paragraph 10.1, delete the fourth and fifth sentences and replace with the following:

"The Contractor shall also provide office facilities including office equipment and supplies for Government personnel. If the Contractor elects to have an office off-island, the Contractor shall provide co-located office facilities for Government QA personnel."

The replacement page is provided in enclosure (6).

40. Page	Ref.	Question
C-46	C10.1	Contractor to provide .."office support including administrative, telephone, fax, printing, computers and supplies for Govt personnel." [1] Please define the term "administrative". [2] Does administrative support include clerical support? [3] How many Government personnel will require office support at any given time? [4] What is the nature of the printing support required by the Government? [5] Can the printing support be provided from Maui or one of the other islands rather than at the Base Camp location on Kaho'olawe? [6] How many telephones will the Govt require on Kaho'olawe?

**Answer:**

The Contractor shall provide Government facilities including office equipment and supplies. Refer to Question No. 37 above.

The specific requirements of the office will be defined in a future task order.

<b>41. Page</b>	<b>Ref.</b>	<b>Question</b>
C-46	C.10.1	<p>To ensure our complete understanding of the Navy's requirements for the base camp, is it possible to identify the numbers of Government and Government authorized personnel who will require Base Camp functions? Please include the following:</p> <ol style="list-style-type: none"><li>1) number requiring office support;</li><li>2) number requiring overnight accommodations;</li><li>3) number requiring 24 hour/7 day service as opposed to work day only service</li><li>4) number of Government QA personnel who would need to be accommodated in an off-island contractor office. (Will contractor be required to provide duplicate facilities for Government QA personnel on Kaho'olawe as well?)</li></ol>

**Answer:**

For proposal purposes, the Government requires accommodations noted above for 10 personnel as indicated in the Sample Project. Task Orders issued under the contract will define the specific Government requirements.

<b>42. Page</b>	<b>Ref.</b>	<b>Question</b>
C-48, C-49	C.10.7.2, C.10.8.3	<p>"Extended Services (Maintenance)" 1) What services are to be provided? 2) Are services to be provided only on call? 3) Who will be responsible for operations of the generator, RO unit and water system? 4) How often will the generator, RO and water system be operated? 5) Who is responsible for the repair of the water system? 6) What is the response time for on call service? 7) What method of travel are service personnel to use to access Hakioawa Camp?</p>

**Answer:**

(1) For extended services at Hakio'awa Camp, the Contractor shall provide operation and maintenance of the generator unit and RO unit to include water system monitoring

service. The details of the services will be defined in the contract Task Order.

(2) Section C, Page C-48, replace Paragraph 10.7.2 with the following:

"10.7.2 Extended Services. The Contractor shall extend operational and maintenance services to include the generator unit at Hakio'awa Camp."

Section C, Page C-49, replace Paragraph 10.8.3 with the following:

"10.8.3 Extended Services. The Contractor shall extend operational and maintenance services to include the RO unit and water system monitoring service at Hakio'awa Camp."

(3) The Contractor is responsible for operation of the generator, RO unit, and water system.

(4) The Contractor will determine the operational schedule.

(5) The Contractor will be responsible for repair of the water system.

(6) The Contractor will be responsible for determining response times.

(7) The Contractor is responsible for determining the appropriate method of accessing Hakio'awa. Cultural sensitivity for Hakio'awa is required whenever accessing Hakio'awa.

The replacement page is provided in enclosure (6).

43.	<u>Page Ref.</u>	<u>Question</u>
	C-51 C.10.12.3	"Food service personnel shall be properly trained and medically certified to perform the required food service functions." Please supply a reference for the applicable certification.

**Answer:**

Medical certification shall be as required by NAVMED Publication 5010 as specified on Page C-50 of Section C.10.12.1.

<b>44. Page</b>	<b>Ref.</b>	<b>Question</b>
C-51	C.10.13	Please provide the maximum number of Government personnel, KIRC personnel and authorized visitors the Government anticipates will require billeting.

**Answer:**

See answer to Question No. 39 above.

<b>45. Page</b>	<b>Ref.</b>	<b>Question</b>
C-51	C.10.15	(1) Can salt water be used for dust control and construction purposes? (2) Can salt water be used for fire suppressor system?

**Answer:**

(1) No.

(2) No.

<b>46 . Page</b>	<b>Ref.</b>	<b>Question</b>
C-52	C.10.17	Indicates that existing communications has eight lines with some expansion capability. Please clarify the extent of this system and its limitation in more precise terms.

**Answer:**

The system is as listed in Attachment JC.10.

<b>47. Page</b>	<b>Ref.</b>	<b>Question</b>
C-52	C.10.19	Requires all maintenance and repair work to be performed by journeyman craftsmen certified in the craft being performed. This requirement appears to preclude the use of General Maintenance Workers position 23370 in the 94-2154 Wage Determination to accomplish routine maintenance and repair activities. Please clarify.



**Answer:**

Paragraph 10.19 states that "All maintenance and repair work shall be performed **or supervised** by journeyman craftsmen properly trained and certified in the craft being performed."

<b><u>48. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-53	C.11.2	Requires the Contractor to have trained personnel on-island for each piece of the fire fighting equipment. 1) Will the Govt provide required training to Contractor personnel? 2) What type of training is required? 3) The training requirement appears to be limited to operation of fire fighting equipment. Is this a correct understanding?

**Answer:**

- (1) No.
- (2) This is up to the Contractor to propose in its Fire Protection Plan.
- (3) This is up to the Contractor to propose in its Fire Protection Plan.

<b><u>49. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-54	C.12.1 C.12.4	There appears to be an inconsistency between the elevation contours required. In Section 12.1, a topographic survey is required of cleared areas with a 0.61m (2.0 foot) contour interval. However, in Section 12.4, the final survey map of the project work areas shall be completed at 1-meter contours. What is the rationale for requiring different contour intervals? What is the difference between the topographic survey maps and the final survey maps?

**Answer:**

The contour intervals are revised to be at 1 meter.

Accuracy specifications for location surveys of UXO are revised to accommodate use of both GPS and land surveying. (Paragraph 12.2 specifies locating UXO utilizing GPS to the maximum extent possible).

Horizontal and vertical accuracies of final 1-meter contour survey map are included in paragraph 12.4. Originally, horizontal and vertical accuracies for a 0.61 meter contour map were indicated in paragraph 12.1.

There are no differences between the two maps; they are one and the same.

Under Section C, Page C-54, Paragraph 12.1, GENERAL:

Delete the following sentence:

"A topographic survey of cleared areas will be completed with 0.61 meter contours (+/- 0.076 m)."

Under Section C, Page C-54, Paragraph 12.2, GLOBAL POSITIONING SYSTEM (GPS):

Delete the last sentence:

"The maximum permissible GPS Circular Error Probable (CEP) for UXO is one (1) meter, the maximum altitude error is 0.25 meters."

Insert: "All location surveys of UXO shall have a horizontal accuracy of 1 meter and a vertical accuracy of 0.25 meters."

Under Section C, Page C-54, Paragraph 12.4, FINAL SURVEY MAP:

Delete the last sentence:

"All contours and spot elevations shall have a vertical accuracy to tenth of a meter."

Insert: "All spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 meters."

The replacement page is provided in enclosure (6).

50. Page	Ref.	Question
C-54	C.12.1 vs. C.12.4	<p>Para 12.1 "A topographic survey of cleared areas will be completed with .061 meter contours (<math>\pm 0.076\text{m}</math>)" versus Para 12.4 "The final survey map of the project work areas shall be completed with 1-meter contours and spot elevations surveyed every 30 meters. All contours and spot elevations shall have a vertical accuracy to tenth of a meter."</p> <p>1) Why is there a difference in contour interval and accuracy between the required maps of cleared areas and the final survey map?</p> <p>2) Will the elevations of the Kaho'olawe grid system grid corners be sufficient to meet the spot elevation requirements?</p>

**Answer:**

- (1) The maps are the same and shall have the same contour intervals and accuracies.
- (2) If the Contractor establishes a 30 meter grid system over the entire island, the grid corners would suffice to meet spot elevation measurement location requirements. Refer to Question No. 47 above.

51. Page	Ref.	Question
C-54	C.12.2	<p>Para 12.2 "The maximum permissible GPS Circular Error Probably (CEP) for UXO is one (1) meter, the maximum altitude error is .025 meters." versus Para 12.1-"The surveyed horizontal geographic position...one quarter meter (0.25m) plus or minus. A topographic survey of cleared areas will be completed with .061 meter contours (<math>\pm 0.075\text{m}</math>) versus Para 12.4 "The final survey map...shall have a vertical accuracy to tenth of a meter."</p> <p>Please explain the reason for 3 different specifications for vertical accuracy. If GPS elevation errors up to 0.25 meter are allowable, but the specified maps require either 0.076 or 0.10 meters, how can the GPS be used at all? Similarly, the horizontal accuracy specifications seem to contradict each other (one meter for GPS or 0.25 meter in 12.1 or</p>

unspecified for 12.4)? Please clarify.

**Answer:**

The final survey map spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 meters. The location of UXO shall be surveyed with a horizontal accuracy of 1 meter and a vertical accuracy of 0.25 meters. Refer to Question No. 47 above.

<b><u>52. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-58	General	Has the Cultural Resources Management Plan for the Kaho'olawe Archaeological District (1995) been approved and adopted for use by the Navy?

**Answer:**

Yes, the Cultural Resources Management Plan (CRMP) was approved and adopted for use by the Navy. Note however, that the CRMP was developed and adopted while the Navy retained title to the island. Title to the island has since been transferred to the State of Hawaii (May 9, 1994). The CRMP is now used by the Navy as a reference document.

<b><u>53. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
C-58	General	Has the Cultural Resources Management Plan for the Kaho'olawe Archaeological District (1995) been approved by the Advisory Council for Historical Preservation?

**Answer:**

The Advisory Council for Historic Preservation (ACHP) was consulted during the preparation of the Cultural Resource Management Plan (CRMP) and was provided a final copy in a letter dated February 6, 1995.

<b>54. Page</b>	<b>Ref.</b>	<b>Question</b>
C-58	General	Has the Cultural Resources Management Plan for the Kaho'olawe Archaeological District (1995) been approved by the Hawaii SHPO?

**Answer:**

The Hawaii State Historic Preservation Officer (SHPO) was consulted and SHPO staff were active participants in the development of the Kaho'olawe CRMP. The SHPO was provided a final copy of the CRMP in a letter dated February 6, 1995.

<b>55. Page</b>	<b>Ref.</b>	<b>Question</b>
D-1	D2	In providing information on the shipment of material, please specify which Item Number is to be provided. WBS Item No.? CDL Item No.? CLIN? SLIN? ACRN?

**Answer:**

Section D, Page D-1, Paragraph D2.B, insert the following before the last sentence.

"The Item Number shall be the National Stock Number (NSN) or Part Number of the item to be shipped. If there is no Item Number, an item description or nomenclature should be specified."

The replacement page is provided in enclosure (6).

<b>56. Page</b>	<b>Ref.</b>	<b>Question</b>
G-16- G-21	G14, G15 G17	Request that the Navy reconsider the use of ceiling rates as described in paragraphs G14, G15, and G17 of the solicitation. The purpose of using a cost reimbursement type contract is to allow for reimbursement of <b>all</b> Contractor costs which are allocable, allowable and reasonable in performing a job that could not be firmly priced in advance. In the case of indirect rates, since the resultant contract will be an indefinite quantity, indefinite delivery type with work assigned by task orders, a contractor would have no guarantee as to what scope and dollar amount of

work will be actually ordered. This provides an unacceptable risk when trying to determine the base and applicable indirect percentages. Ceiling rates on Davis Bacon and Contract Service Act work are unnecessary since to maintain their competitive position in the market place, contractors quote rates within a few cents of the wage determined rates knowing such rates will be adjusted yearly by the Government. Last, ceiling rates on professional (non wage determined) labor categories will only tend to drive down the quality of the individuals employed on the contract in the out years. If a contractor has agreed to ceilings which do not keep up with normal labor escalation for the area, he will be forced to use cheaper and probably less qualified personnel or lose money on the contract. The choice is obvious.

**Answer:**

These sections will remain as specified. Wages could be paid which are higher than the maximum ceiling rate, provided that the Contractor provides adequate justification, and approval is obtained from the Contracting Officer prior to performance of work by that employee (see Section G, Paragraph G14.2).

Section G, Page G-16, Paragraph G14.2, delete the fourth and fifth sentence and insert the following:

"Actual labor rates experienced during performance of the contract will be paid in lieu of the maximum hourly rates. If the Contractor wants to use an employee whose labor rate exceeds the ceiling, prior to performance of work by that employee, the Contractor must justify the cost-effectiveness of utilizing the employee and obtain approval from the Contracting Officer. Under these circumstances, wages may be paid which are higher than the ceiling rate."

The replacement page is provided in enclosure (6).

**57. Page    Ref.    Question**

G-16    G14.2    Can the offeror propose a percentage higher than the Government directed it? Or, must all offerors propose utilizing the 15% ceiling?



**Answer:**

A maximum hourly rate established at no more than 15% above the proposed estimating hourly labor wage rates is a condition of the solicitation and subsequent contract; hence, the Government will reimburse the Contractor in accordance with the specified terms.

**58. Page    Ref.    Question**

- |     |      |   |
|-----|------|---|
| G-2 | G3.A | (1) What quantity of task orders does the Government expect to issue annually during the life of the Contractor?<br>(2) Is there a minimum or maximum dollar value the Government expects to apply to any one task order? |
|-----|------|---|

**Answer**

(1) The Government contemplates award of a Cost Plus Award Fee, Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation. The Government cannot predetermine, above a specified minimum, the precise quantities of supplies or services that will be authorized by task orders during the life of the contract.

(2) No, however, the contract minimum quantity is one percent (1%) of the estimated total quantity shown in Section B. See also Paragraph I5 on Page I-8, FAR 52.216-19, ORDER LIMITATIONS (OCT 1995).

**59. Page    Ref.    Question**

- |      |             |  |
|------|-------------|--|
| G-20 | G16.<br>A.1 | Calculation of the award fee excludes "Contractor-acquired property including rentals." Please clarify the items or types of items included in "Contractor-acquired property including rentals. For example, would it include Contractor-owned office space, third-party rental of office space, camp facilities rental, Contractor-owned office equipment and construction equipment, or third-party rental of office equipment or construction equipment? Please answer yes or no to each example. |
|------|-------------|--|

**Answer:**

Contractor-acquired property is defined in the Federal Acquisition Regulation (FAR) under Part 45 as property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title. Office space, office equipment and construction equipment owned by the Contractor does not constitute Contractor-acquired property since the Government does not have title. Third-party rental of office space, and third-party rental of office equipment or construction equipment are considered rentals. If camp facilities are leased from an outside source, it is considered rentals. If the camp facilities are owned by the Contractor, and is provided to the Government on a rental basis (directly or indirectly) it is not considered rentals.

**60. Page    Ref.    Question**

G-20	G16. A.1	Is the cost for transporting personnel from Maui to Kaho'olawe on a daily or weekly basis included in the NO-FEE category for travel cost?
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**Answer:**

Yes, see Section G, Page G-25, Paragraph G20.7(a)(2).

**61. Page    Ref.    Question**

G-23	G19.D	<u>Section G19.D:</u> This section indicates that the Government Furnished Property Inventory - Equipment and Materials found at Section J, Attachment JC.10 are to be used for proposal purposes only. However, since no condition codes describing the operability or repair status of the listed items is provided, it will be unclear to the proposer as to the usefulness of the items being furnished. It is recommended that this section or Section JC.10 be amended to describe the condition of government-furnished equipment.
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**Answer:**

Section J, Attachment JL.2, Page JL.2-6, Paragraph 4, add the following item number:

- "9) All equipment and materials listed in Attachment JC.10 are in good working condition."

The replacement page is provided in enclosure (6).

<b>62. Page</b>	<b>Ref.</b>	<b>Question</b>
G-24	G20.B	Since the JTR is cited in paragraph G20.B of the RFP, will the government provide their policy to prospective offerors to properly complete their cost proposals.

**Answer:**

Travel costs proposed in your cost proposals should be based on each offeror's established travel policies and procedures as well as the guidance contained in FAR Subpart 31.2, the Joint Travel Regulations, and Section G20 of the RFP. The JTR may be found by accessing the following Internet address:

<http://www.dtic.mil/perdiem>

<b>63. Page</b>	<b>Ref.</b>	<b>Question</b>
G-24	G-20	Is a Privately Owned Vehicle (POV) considered part of Household Goods (HHG) mentioned in #4 under paragraph E of Section C4051? How will a POV be transported from the employee's home to the port of departure overseas (is driving required or can a common carrier be used)? What is the maximum number of transported POV's that an employee may be reimbursed for?

**Answer:**

A Privately Owned Vehicle (POV) is considered part of Household Goods as defined by the JTR. Transportation of POVs will not be reimbursed by the Government under this contract unless all of the eligibility criteria stated in the JTR are met and the Contracting Officer determines that it is in the best interest of the Government. If approved by the Contracting Officer, the method of transporting POVs shall be in accordance with the provisions of the JTR. All requests for the reimbursement of relocation costs not specified in Section G, Paragraph G20 must be submitted to the Contracting Officer with adequate justification and will be considered on a case by case basis after award of the

contract.

Section G, Page G-24, Paragraph G.20.B, revise the last sentence to read as follows:

"An advance agreement for relocation costs will be established after award of the contract in accordance with FAR 31.109 and may include a specified amount for travel for the purpose of arranging housing prior to relocation; such travel shall be limited to costs incurred by one person. Upon pre-approval by the Contracting Officer, reimbursement of relocation costs shall be in an amount not-to-exceed the ceiling established in the advance agreement for relocation costs.

The replacement page is provided in enclosure (6).

64. Page	Ref.	Question
G-24 G-25	G20.B and G20.C.6	Regarding Travel Costs, Relocation and Per Diem Costs, is the Contract going to be considered a permanent change of duty station? If so, does this mean the Government will not allow an allowance for monthly housing and apartment rental expense? If this contract does allow for an allowance, what is the allowable rental expense for housing or apartments on Oahu and Maui for those employees relocating to Hawaii in support of this contract?

**Answer:**

The Government will reimburse the Contractor for relocation costs in accordance with the JTR, Part B: First Duty Station Travel, Section 4050, Paragraph A, and Section C4051, paragraph E. Paragraph E identifies items of expenses for which the Contractor may be reimbursed. In addition, the Government may reimburse the Contractor for costs incurred for travel for the purpose of arranging housing prior to relocation for one person. Upon pre-approval by the Contracting Officer, reimbursement of relocation costs shall be in an amount not-to exceed the ceiling established in the advance agreement for relocation costs (Section G, Page G-24, Paragraph G.20.B). See answer to Question No. 61 above.

<b>65. Page</b>	<b>Ref.</b>	<b>Question</b>
G-24	G.20.B	Do personnel for this contract (including key) fall under the Permanent Change of Station Category (PCS) defined in the RFP and if so, would any of the PCS relocation expenses not listed under First Duty Station Travel be allowable (i.e. expenses incurred in the selling or buying of a residence, termination of a lease, etc.)?

**Answer:**

No, relocation costs for key personnel will be subject to the JTR, Part B "First Duty Station Travel" section. See answer to Question No. 61 above.

<b>66. Page</b>	<b>Ref.</b>	<b>Question</b>
G-24	G20.B	Are temporary living expenses (including meals and incidentals) a reimbursable expense for key personnel in their relocation package, and if so for what period of time?

**Answer:**

No. The JTR, Part B, First Duty Station Travel, Section C4051, paragraph F. does not allow for subsistence while occupying temporary quarters. The Government may reimburse the Contractor for costs incurred for travel for the purpose of arranging housing prior to relocation for one person. See answer to Question No. 61 above.

<b>67. Page</b>	<b>Ref.</b>	<b>Question</b>
G-24	G20.B	This paragraph indicates that reimbursement of relocation cost is limited to key personnel during the base year of the contract only. (1) Does the term "key personnel" refer only to the 7 "Key Personnel" listed in C.1.3.a or key personnel (as defined by the contractor) required to staff the PMO and to perform the Task Orders? (2) In the event that key personnel are not relocated in the base year because they are not required for performance of the Task Orders but first relocated following the base year, will the contractor be penalized for not relocating key personnel before required?

**Answer:**

- (1) The reimbursement of relocation cost is limited to key personnel as identified in Paragraph C1.3.a. of the RFP.
- (2) Relocation costs will be reimbursed for the base year only. After contract award, the Contractor may elect to propose additional key personnel after the base year and request reimbursement for these relocation costs. The Contractor must submit adequate justification which should at a minimum describe how the additional key personnel will permit accomplishment of the work in a more beneficial and/or cost effective manner to the Government. The Contracting Officer will review the circumstances and the information provided to the Government before making a final determination. See answer to Question No. 61 above.

<b>68. Page</b>	<b>Ref.</b>	<b>Question</b>
G-25	G20. C.7(a)(2)	This clause infers that inter-island travel less than 2 hours more than the employee's normal workday will not be reimbursed. Is it the intent of this clause to disallow the costs for both the inter-island transportation of personnel to and from Kaho'olawe as well as for commercial transportation between the outer islands?

**Answer:**

No, it is not the intent to disallow costs for justifiable/allowable interisland travel or other off-island travel for employees who travel less than two hours more than their normal workday. Subparagraph G20 C.7(2) shall be revised to reimburse for justifiable/allowable interisland travel for employees who travel less than 2 hours more than their normal workday; however, in accordance with the Joint Travel Regulations (JTR), Appendix K, T4040, D.2., per diem shall not be paid to such employees.

Section G, Page G-25, Paragraph G20, Subparagraph C.7(a)(2), replace the paragraph with the following:



Insert:

"(2) One Day Travel (Interisland).

"[i] When the period of official travel is 24 hours or less, but greater than two hours more than the employee's normal workday, and interisland travel or other off-island travel is required in the performance of this contract, transportation and per diem will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR.

"[ii] When the period of official travel is less than two hours more than the employee's normal workday, and interisland travel or other off-island travel is required in the performance of this contract, the cost of transportation only (not per diem) will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR."

The replacement pages are provided in enclosure (6).

<b><u>69. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
G-25	G20.B	"...Reimbursement will be limited to costs incurred by key personnel during the base year of the contract only." Will reasonable costs to relocate additional personnel required for the contract option years be allowed? How are relocation costs billed for personnel initially assigned to delivery orders?

**Answer:**

After contract award, the Contractor may elect to propose additional key personnel after the base year and request reimbursement of these relocation costs. The Contractor must submit adequate justification which should at a minimum, describe how the additional key personnel will permit accomplishment of the work in a more beneficial and/or cost effective manner to the Government. The Contracting Officer will review the circumstances and the information provided to the Government before making a final determination. Reimbursement of relocation costs for personnel assigned to delivery orders will be limited to costs incurred by key personnel during the base year and should be charged to the Program Management Office for the base year.

<b>70. Page</b>	<b>Ref.</b>	<b>Question</b>
H-6	H13B	We are unable to locate anything in FAR that gives the CO authority to give a blanket approval to subcontractors. Para A only addresses what to do if your firm doesn't have an approved purchasing system. It appears A. and B. are inconsistent. Please clarify.

**Answer:**

This section will be filled in with the names of the Team Subcontractors which comprise the Contractor's overall team.

<b>71. Page</b>	<b>Ref.</b>	<b>Question</b>
I-3	FAR 52.237-3	"Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor." Should any form of pricing (model) be provided which addresses this requirement?

**Answer:**

No, not at this time. This requirement shall be dealt with as part of contract administration when nearing contract expiration.

<b>72. Page</b>	<b>Ref.</b>	<b>Question</b>
I-10	I 9	Why doesn't the Statement of Equivalent Rates for federal hires include the rates for UXO specialist?

**Answer:**

Section I, Paragraph I 9, has been revised to include the Unexploded Ordnance (UXO) specialist.

Incorporate the following change on Page I-12:

Add after "Typist I \$6.69":

<u>Employee Class</u>	<u>Monetary Wage- Fringe Benefits</u>
Unexploded Ordnance (UXO) Specialist	\$17.36

The replacement page is provided in enclosure (6).

<b>73. Page</b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	JC.5	Attachment JC.5 includes a 53 page remedial action work breakdown structure to the fifth level. The notation,***, is used to identify WBS numbers that do not apply to the Kaho'olawe UXO Clearance Project. Why has the Navy excluded WBS tasks such as 04-01-06, 04-01-07, and others, that appear to be directly related to this project, while including WBS tasks such as 08-04 and 17-01-17-9X, that appears not to be related to this project?

**Answer:**

The Kaho'olawe WBS is based on a standardized Corps of Engineers HTRW WBS which has been expanded to accommodate Kaho'olawe specific line items. Those items marked \*\*\* have been directly replaced with specially numbered site specific line items. The WBS may be expanded at lower levels, but the existing numbering system will remain standardized.

<b>74. Page</b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JC.6v-1 JC.6		Please clarify codes 231 and 1821.

**Answer:**

Code 231 is the NAVFAC Pacific Division Environmental Planning Branch and Code 1821 is the Installation Restoration Section.

<b>75. Page</b>	<b>Ref.</b>	<b>Question</b>
JC.8-3	Att. 3	Should not level 4 state a parameter of 0-29% instead of 0%, as even a Level 4 rating may be worthy of some amount of award fee, and apparently the percentage brackets have a gap from 0-30% otherwise.

**Answer:**

No. A Level 4 Performance indicates that the Contractor is performing below satisfactory level for all criteria elements and no award fee percentage should be considered.

<b>76. Page</b>	<b>Ref.</b>	<b>Question</b>
JC.7-3	JC.7	Please confirm survey accuracy to 1 meter.

**Answer:**

All location surveys of UXO shall have a horizontal accuracy of 1 meter and a vertical accuracy of 0.25 meters. All spot elevations for the final survey map shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 meters. See answer to Question No. 47 above.

<b>77. Page</b>	<b>Ref.</b>	<b>Question</b>
JC.9-1	JC.9	The RFP includes a Small Business Subcontracting Plan in the RFP which must be used. The required type size is 12 point or larger. However, the type size in the Draft Plan is 10 (ten) point, which means the RFP requirement of 12 point will not fit in 17 pages. Is 10 point allowed to be used for the Plan?

**Answer:**

Yes.

**78. Page Ref. Question**

JL.2-1 1.c. "Deliverables in 2.c". Should this be "3.d?"

**Answer:**

The reference to the deliverables is in Section 3d as revised in Amendment 0001 dated January 09, 1997.

**79. Page Ref. Question**

JL.2-1 JL.2 Is there a DOT certification requirement for transportation carriers to have in order to transport DOD and contract personnel?

**Answer:**

There is no certification specified in the RFP; however, the offeror should perform its own research on certification requirements.

**80. Page Ref. Question**

JL.2-1 JL.2 For the purpose of the Sample Project, can the Contractor assume that the existing communication network on Kaho'olawe is in place and provides coverage of the sample project site?

**Answer:**

The Offeror should make reasonable assumptions based on their understanding of the project. All assumptions shall be documented and justified in the proposal.

**81. Page Ref. Question**

JL.2-1 JL2.2 Since the Sample Project requires mobilization of personnel and equipment, and transportation to and from the island, why is there no requirement for demobilization?

**Answer:**

For the Sample Project, demobilization is not a requirement. The assumption is that personnel and equipment will be reassigned to other Task Orders scheduled to be issued.

**82. Page      Ref.      Question**

JL.2-1      2.

Currently our office, the State boating division (DOBOR), and the State legislature are being bombarded with calls from contractors trying to prematurely secure approvals and statutory exemptions for use of Ma'alaea Harbor. I have been informed that the Sample Project in the RFP is the primary motivation for these contractors to attempt to prematurely secure commitments.

I believe that if the Navy were to include assumptions regarding the use of the harbor for the purpose of the Sample Project, it would relieve the untimely pressure to resolve this complicated issue. KIRC suggests the assumptions provided below be included in RFP Section J.L.2.2. Mobilization.

Please note that these assumptions are for a hypothetical purpose only. The propose of these assumptions is solely the facilitation of the Navy's RFP process (i.e. Sample Project). Provisions of these assumptions is not an approval, a commitment, or a proposal by the State of Hawai'i or the KIRC for any use of Ma'alaea Harbor.

**Assumption Number 1 - Passenger transport to and from Ma'alaea Small boat Harbor:**

Provision of services by existing permit holders is allowed. Use of commercial loading/fishing dock by non-permit holder limited to once a day for no longer than 1 hour. No parking on Harbor property. No use of Launching Ramp.



Assumption Number 2 - Materials transport to and from  
Ma'alaea Small boat Harbor:

Use of commercial loading/fishing dock by non-permit holder limited to three times a week for no longer than 2 hours. No loading or off-loading of heavy equipment. Palletized material only. No staging, no pre-positioning, no storage, no demurrage, no parking on Harbor property. No use of Launching Ramp.

**Answer:**

Section J, Attachment JL.2, Page JL.2-1, Paragraph 2, Mobilization, is revised as follows:

Insert: (before the first paragraph) "a."

Insert: (second paragraph ) "b. In preparing the Sample Project proposal, only those transportation and shipping points of origin (i.e. airports, ports, and harbors) presently approved for the intended use and intended volume of traffic shall be considered. Offerors shall identify these points of origin and provide certification statements that these points of origin are approved for the intended use as of 03 March 1997."

The replacement page is provided in enclosure (6).

<b>83.</b>	<b><u>Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
	JL.2-2	Att. JL.2	Mobilization is required for all work described in this Sample Project and includes initial mobilization of personnel, equipment and transportation of the workforce to and from the island. Should this initial mobilization effort assume that the Sample Project Key staff is already on site, or should their mobilization costs be proposed also?

**Answer:**

"Initial mobilization of personnel" means all personnel, including key staff.

<b>84. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.2-2	Att. JL.2	What projection and spheroid were used in preparing maps TR-1 and SP-1?

**Answer:**

The Universal Transverse Mercator (UTM) projection and the North American Datum of 1983 (NAD83) were used.

<b>85. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.2-3	3.c.2.a.1	Weather conditions during the site visit prevented viewing the crater area. Please provide a description of the water tank shown on map SP-1. Is it elevated or does it sit on the ground? What are its dimensions? Will the Contractor need to salvage?

**Answer:**

The water tank in the Sample Project does not physically exist. The Sample Project describes an area to be cleared for use of a future water tank. The area is designated in Table 1, Section JL.2.3.c in Attachment JL.2.

<b>86. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.2-6	JL.2, 4.c.	Do the Government and KIRC personnel require accommodations 24 hours a day, 7 days a week, or only during the work week?

**Answer:**

The offeror should establish these parameters based upon an understanding of the contract requirements and the Sample Project, and the type of ongoing working relationship between the Government, the KIRC and the Contractor that is necessary on Kaho'olawe for the success of the project.

87. Page	Ref.	Question
JL.2-6	4.a.6).	What type of solid waste recycling programs are we to assume is in-place for purposes for the sample task. The type of recycling program used will make a difference on the staffing and transportation requirements.

**Answer:**

The offeror should make reasonable assumptions based on their understanding of the project. All assumptions shall be documented and justified in the proposal.

88. Page	Ref.	Question
JL.2-6	4.a	Paragraph 4.a. addresses base camp improvements- assumptions. Do the base camp facilities include range control operational facilities under the content of paragraph 4.a. 4) for planning purposes?

**Answer:**

See answer to Question No. 78 above.

89. Page	Ref.	Question
JL.2-6	JL.2, 4.c	Are people who come to the island for daily visits or project related work for one day (in during the morning and out at night) to be counted against the 60 total personnel allowed for the sample project?

**Answer:**

The Contractor should assess its capabilities and determine if the base camp can support the additional personnel based on the Base Camp Improvements - Assumptions stated in the Sample Project, distribution of the contractor's workforce and work assignments, and the offeror's overall understanding of the requirements.

90. Page	Ref.	Question
JL.2-6	4.c	The Sample Project limits the maximum number of Contractor personnel on Kaho'olawe to no more than fifty. Has the Navy established a preference regarding a ceiling on the maximum number of Contractor personnel who will be permitted to work on Kaho'olawe at any given time during the actual performance of the cleanup contract? Please provide guidance as to the limits or preference regarding maximum island population loading.

**Answer:**

No ceiling on the maximum number of Contractor personnel has been established for the actual cleanup. Guidance will not be provided at this time since the Contractor may recommend and propose its own ceiling.

91. Page	Ref.	Question
JL.2-8	JL.2 Sec 5 para d(1) a	The reference to the phrase " <u>under this contract</u> " could be taken several ways, i.e. the length of the sample project only or the entire contract that could include the base year and seven option years. The exact meaning of this phrase could have design and construction cost impacts. For what period of time should the design and construction of the temporary roadway improvements be expected to last, i.e. the length of the sample project or the entire eight year contract?

**Answer:**

The temporary roadway shall be designed and constructed to last for the duration of the entire contract.

92. Page	Ref.	Question
JL.2-8	5.d.1)(b)	<u>Enclosure 1, Section 5.d.1)(b), Page JL.2-8:</u> This section and its reference to map TR-1 do not adequately show the terminus of the temporary roadway. We recommend that for clarity, consistency with the Use Plan, and sensitivity to

significant cultural sites, that the temporary road terminate/turnaround at the base of Moa'ula (at the LZ) instead of making the road go up to the summit area. Reference could be made to specific stake numbers contained in the Model Cleanup results (reference document "a", on page JL.2-ii).

**Answer:**

The new roadway work shall terminate at the base of Moa'ula.

Section J, Attachment JL.2, Page JL.2-8, Paragraph 5.d.1.b is revised as follows:

Insert: "(3) The length of roadway improvement shall start at the K-1 road at Lua Makika and terminate 0.8 km (0.5 miles) up the existing access road at the base of Puu Moaulaiki."

The replacement page is provided in enclosure (6).

<b><u>93. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JL.2-8	JL.2	Does the fact that the Sample Project dictates road building materials be brought from off-shore mean that no quarry sites or material borrow sites will be located on Kaho'olawe?

**Answer:**

No. The Sample Project requires importing material because there are presently no approved quarry or material borrow sites on Kaho'olawe.

<b><u>94. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JL.3-1	Attachment JL.3	1) Define Type and Quantity of Ordnance Removed 2) Define Ordnance Concentration Prior and after Concentration

**Answer:**

- 1) "Type and Quantity of Ordnance Removed" are the specific classes of ordnance such as those listed in Section J, Attachment JC.3 and the number of each type of ordnance removed.
- 2) "Ordnance Concentration Prior To and After Concentration" is the amount of ordnance on the project before and after clearance.

<b><u>95. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JL.3-1	JL.3 Table Part I	Normally when an area is subjected to UXO clearance, all of the UXO which can be identified are removed. Was it your intent in the column "Ordnance After Clearance" to provide the statistically determined residual UXO which is calculated from quality control data? For example, on a site where 100 UXO were removed and the quality control statistics showed 90% effectiveness, the number left would be calculated to be $(100/.9)$ 11 UXO items.

**Answer:**

The Contractor should indicate the results of ordnance clearance based upon the methods employed by the contractor on previous projects. This may include the number of UXO items remaining in areas subjected to UXO clearance.

<b><u>96. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JL.4	JL.4	The Contractor is to provide a Company Experience Form (JL.4) for each project submitted as experience on Attachment JL.3. Is there a numerical limit to the number of projects that may be submitted?

**Answer:**

No.



97. Page	Ref.	Question
JL.5-1	JL.5	The referenced attachment contains two (2) columns with the identical heading, i.e., "Yrs, Mos, Exper. w/this Firm." Section L instruction specify that one column should read "Yrs, Mos, Exper. W/other Firms." Should the contractor correct this attachment or will an amended version be released?

**Answer:**

This error was corrected and incorporated in Amendment 0004, Question No. 85.

98. Page	Ref.	Question
JL.5-1	JL.5	To which title, current business affiliation or proposed program does the category "Title" refer?

**Answer:**

"Title" refers to the individual's labor category title that will be used under this contract.

99. Page	Ref.	Question
JL.5-2	JL.5	(1) What type of information are you looking for in the "Project Issues of Concern" column? (2) We assume you are wanting client reference information in the "Owner Name/Point of Contact/Phone Number" column for each project listed. Is this assumption correct?

**Answer:**

- (1) Under Project Issues of Concern, list major issues that arose and were addressed by the key person.
- (2) Yes.

**100. Page Ref. Question**

JL.5-2 JL.5 To which title, current business affiliation or proposed program does the category "Title" refer?

**Answer:**

There is no "Title" category on the form on Page JL.5-2; however, all of the information given on JL.5-2 should correspond with the same individual listed on JL.5-1, whose labor category title is indicated under column no. 2.

**101. Page Ref. Question**

JL.5-3 JL.5 Form JL.5-3 asks specifically for those key personnel with UXO clearance experience and that the projects used to show their experience be sorted by type of UXO detection and removal, and types of UXO detected and removed. How is the government classifying "types of UXO detection and removal" and "types of UXO detected"?

**Answer:**

"Types of UXO detection and removal" is defined as the type of equipment, techniques, and technology used to detect UXO and the removal method used by your firm on previous UXO projects.

"Types of UXO detected" are specific classes of UXO such as those listed in Section J, Attachment JC.3.

**102. Page Ref. Question**

JL.5-3 JL.5 (1) What title do you want to see in the Title column? The company title or the proposed position title?  
(2) Also, what type of information do you want to see in the "Comments" column of this form? It is unclear as to the type of additional information you want here over and above Parts I and II of this form and the resume. Please define.

**Answer:**

- (1) The proposed position title they will occupy if awarded this contract.
- (2) For types of comments required, refer to Section L, Paragraphs L17.C.4(c)(3) and (4) on page L-23.

<b>103. Page</b>	<b>Ref.</b>	<b>Question</b>
JL. 6-1	JL.6	(1) To which title, current business affiliation or proposed program does the category "Job Title" refer? (2) To which title, current business affiliation or proposed program does the category "Project Title" refer?

**Answer:**

- (1) "Title" refers to the individual's labor category title that will be used under this contract.
- (2) The Project Title of this RFP.

<b>104. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.7-1	JL.7.A.2	Does the Consumer Price Index apply to estimating hourly rate and maximum hourly rate throughout the life of the contract? During the period of performance of each Task Order?

**Answer:**

Yes, the Consumer Price Index applies to the estimating hourly rate and maximum hourly rate throughout the life of the contract. The escalated rates are applicable to each option year of the contract and will be incorporated by modification to the contract at the time the option year is exercised. The rates applied to task orders will be based on the rates in effect during that specific year of the contract.

Incorporate the following change:

Section G, Page G-16, Paragraph G14.1. is revised as follows:

Delete: third and fourth sentence

Insert: "The Government will allow for annual escalation of the hourly labor wage rates in an amount not to exceed the latest available over-the-year percent change for annual or mid-year average Consumer Price Index (CPI) published by the Department of Labor, using rates for the local region if available. The escalated rates are applicable to each option year of the contract and will be incorporated by modification to the contract at the time the option year is exercised. The rates applied to task orders will be based on the rates in effect during that specific year of the contract."

Section J, Attachment JL.7, Page JL.7-1, Paragraph A.1(c) is revised as follows:

Delete: In its entirety.

Insert: "The Government will allow for annual escalation of the hourly labor wage rates in an amount not to exceed the latest available over-the-year percent change for annual or mid-year average Consumer Price Index (CPI) published by the Department of Labor, using rates for the local region if available. The escalated rates are applicable to each option year of the contract and will be incorporated by modification to the contract at the time the option year is exercised. The rates applied to task orders will be based on the rates in effect during that specific year of the contract."

Section H, Page H-3, Paragraph H6.A is revised as follows:

Delete: second sentence

Insert: "The Government will allow for annual escalation of the hourly labor wage rates in an amount not to exceed the latest available over-the-year percent change for annual or mid-year average Consumer Price Index (CPI) published by the Department of Labor, using rates for the local region if available. The escalated rates are applicable to each option year of the contract and will be incorporated by modification to the contract at the time the option year is exercised. The rates applied to task orders will be based on the rates in effect during that specific year of the contract."

The replacement pages are provided in enclosure (6).

<b>105. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.7-3	B.1	The % markup required in Attachment JL.7 for Service Contract Act labor categories (SCA) and Davis-Bacon Act labor categories (DBA) is applied to the "applicable wages determination rates." Is the "applicable wage determination rates" that the % Markup is apply to defined as: (a) The Wage Rates only as given in the SCA and the DBA, or (b) The Wage Rates and Fringe Benefits as given in the SCA and the DBA?

**Answer:**

The "applicable wage determination rate" is the wage rate exclusive of the fringe benefits as given in the SCA and DBA.

<b>106. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.7-3	C.1	Award fee will not be applied to travel costs, Contractor-acquired property including rentals, and FCCM. What constitutes contractor acquired property? Is this equipment only or does it include equipment as well as materials, supplies, and other ODC items such as office supplies, etc.?

**Answer:**

Contractor-acquired property is defined in the Federal Acquisition Regulation (FAR) under Part 45 as property acquired or otherwise provided by the Contractor for performing a contract and to which the Government has title.

<b>107. Page</b>	<b>Ref.</b>	<b>Question</b>
JL.10-3	JL.10	Is it the intent of the Government to receive JL.10 from the Prime contractor only (to include on line(s) 5 & 6 the costs of subcontractor)? Or does the Government intend for each subcontractor (team member) to submit a completed JL.10? And if the Government's intent is to receive a completed JL.10 from each subcontractor (team member of the prime) then the question will be, how should this form be completed

for possible T&M, FFP, or CPFF type subcontractor cost proposal?

**Answer:**

- (1) No, see Section L, Paragraph L17.E.7(g). Both the Prime Contractor and Team Subcontractors should submit Attachment JL.10 and indicate on line(s) 5 and 6 the amount of work to be subcontracted.
- (2) Separate team subcontractor forms must be provided for each of the cost proposals associated with the Sample Project and PMO as specified in Paragraph L17.E.7(g).
- (3) The Contractor should identify the type of subcontract being proposed and utilize Attachment JL.10 to the maximum extent applicable. Refer to the instructions given in Paragraph L17.E.7(h) and the answer provided to Question No. 89 in Amendment No. 0004.

<b><u>108. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
JL.10-3	G14.C.1	Award fee provisions. The referenced forms do not indicate that the Award Fee for cost reimbursable team subcontractors is excluded from the base for calculating the prime contractor's award fee. However, on page G-20 (Paragraph G16.A.2), specific mention that subcontractor maximum award fee is excluded from the prime contractor's base for calculating fee is made. Is subcontractor maximum award fee included in the fee base for the prime contractor?
JL.10-4	G16.A.2	
	G19, G20	

**Answer:**

No.

Under Section G, Page G-19, Paragraph G14, Subparagraph C1, incorporate the following changes:

Delete:   \*Cost Reimbursable Subcontracts  
             Fixed Price Subcontracts

Insert:     \*\* Cost Reimbursable Subcontracts  
             \*\*\*Fixed Price Subcontracts



Delete: \*Award Fee will not be estimated on travel costs, Contractor-acquired property including rentals, and Facilities Capital Cost of Money (FCCM).

Insert: \*Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, Facilities Capital Cost of Money (FCCM), and subcontracts.

\*\*Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, FCCM, and fee on subcontracts.

\*\*\*Award fee will not be applied to fee on subcontracts.

On Page G-20, Paragraph G16.A.1 and G16.A.2, incorporate the following change:

Delete: "...including rentals..."

Insert: "...including third-party rentals..."

Under Paragraph G16.A.2, incorporate the following change:

Delete: "...maximum award fee)..."

Insert: "...fee on subcontracts)..."

Under Paragraph G16.A.3, replace the sentence with the following:

3. Multiply the total value of any fixed price subcontracts (less fee on subcontracts) by \_\_\*%."

Under Section H, Page H-3, Paragraph H6, Subparagraph C, incorporate the following changes:

Delete: "Award fee will not be estimated on travel costs, Contractor-acquired property including rentals, and Facilities Capital Cost of Money."

Insert: "Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, FCCM, and fee on subcontracts."

Under Section J, Attachment JL.7, Page JL.7-3, incorporate the following changes:

Delete: \*Cost Reimbursable Team Subcontracts  
Fixed Price Subcontracts

Insert: \*\* Cost Reimbursable Subcontracts  
\*\*\*Fixed Price Subcontracts

Delete: \*Award Fee will not be applied to travel costs, Contractor-acquired property including rentals, and FCCM.

Insert: \*Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, Facilities Capital Cost of Money (FCCM), and subcontracts.

\*\*Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, FCCM, and fee on subcontracts.

\*\*\*Award Fee will not be applied to fee on subcontracts.

Replacement pages are provided in enclosure (6).

Under Section J, Attachment JL.10, Pages JL.10-3 and JL.10-7, incorporate the following changes on line (13):

Delete: Cost Reimbursable Subcontracts\*\*\*  
Fixed Price Subcontracts

Insert: Cost Reimbursable Subcontracts\*\*\*\*  
Fixed Price Subcontracts\*\*\*\*\*

Under Section J, Attachment JL.10, Pages JL.10-4 and JL.10-8, incorporate the following changes:

Delete: \*\*\* Not applicable to travel, contractor-acquired property including rentals, FCCM, and subcontracts.

Insert: \*\*\* Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, Facilities Capital Cost of Money (FCCM), and subcontracts.

\*\*\*\*Award Fee will not be applied to costs for travel, Contractor-acquired property including third-party rentals, Facilities Capital Cost of Money (FCCM), and fee on subcontracts.

\*\*\*\*\*Award fee will not be applied to fee on subcontracts.

Attachment JL.10 is replaced in its entirety and is provided in enclosure (2).

109. Page	Ref.	Question
K-29	K25	Is it intended for the bidder to execute this certificate during submission of the proposal? It appears to be a certification to submit prior to a claim and is not typical of Representations and Certifications.

**Answer:**

No, it is not intended for the proposers to execute this certificate, DFARS 252.233-7000 Certification of Claims and Request for Adjustment or Relief, for submission with their proposals. The certification is applicable after award of the contract and is incorporated in Section I.

Under Section K, Page K-iii, incorporate the following changes:

Delete:	"K25	DFARS 252.233-7000 CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (MAY 1994)	K-29
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Replace the Page No. for Paragraph No. K26 with "K-30".

Pages K-29 and K-30, delete Paragraph K25 in its entirety and replace with the following:

"K25 (Deleted in its entirety)"

<b>110. Page</b>	<b>Ref.</b>	<b>Question</b>
L Part 3		Is it the Government's intention to have base camp operations and support costs in the cost proposal for the sample project?

**Answer:**

Yes, in accordance with Attachment JL-2, Paragraph 4e, base camp operations and support should be part of the Sample Project cost proposal.

<b>111. Page</b>	<b>Ref.</b>	<b>Question</b>
L.17.B.6 Part 3		Attachment JL.3-2, Company Experience Summary, defines negotiated cost. Is this the cost for initial SOW requirements or should this include subsequent negotiations for SOW increases?

**Answer:**

Negotiated cost should be based on the initial contract award amount plus any subsequent modifications to the contract.

<b>112. Page</b>	<b>Ref.</b>	<b>Question</b>
L-2	L3	Check the FAR cite. Shouldn't it be FAR 52.212-7?

**Answer:**

Yes, this was corrected in Amendment 0004.

<b>113. Page</b>	<b>Ref.</b>	<b>Question</b>
L-3 L-25 JL.1	L5 L17.D.6 JL.1	What cost is to be included in Form 1448: 1)The Total Project Cost from Section B, 2) The PMO Base Year Cost, or 3) the Sample Project Cost?

**Answer:**

Standard Form 1448 should include the costs for the Sample Project and the Program Management Office (PMO) Base Year.

Section L, Page L-4, Paragraph L5(b) is revised as follows:

Delete: second sentence

Insert: "Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required) should include the costs for the Sample Project and the Program Management Office (PMO) Base Year and can be found at Section J, Attachment JL.1."

Section L is replaced in its entirety and is provided in enclosure (4).

<b><u>114. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-3 L-29	L5(b) L17.D.7(f)	Are all subcontractors required to submit an SF 1448, or only those discussed as "technical team" subcontractors? At what tier level is a subcontractor not considered a "team" subcontractor?

**Answer:**

No. Only the Prime Contractor is required to submit a Standard Form 1448 which should include the Cost Proposal for the Sample Project and the Program Management Office (PMO) Base Year. The subcontractor costs will be included in the total Cost Proposal price amount.

<b><u>115. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-7	L14 (sixth line)	Code 0213. It's inconsistent with Section A, Cover Sheet and the SF 33 which uses Code 021. Page L-8 Paragraph L17A. The address indicated for submittal of proposals is not the same as that indicated on the SF 33. Please clarify both the address for mailed submittals and the address/location for submittals which are hand-carried.

**Answer:**

The address on Page L-8, Subparagraph L.17 A is correct. Section A, Cover Sheet and SF 33 shall be changed by this amendment to reflect consistency.

Section A - Cover Sheet, DD Form 1707, Mar 90, incorporate the following changes:

Block 3. Issuing Office, revise in its entirety to read:

COMMANDER, PACIFIC DIVISION (CODE 0213)  
NAVAL FACILITIES ENGINEERING COMMAND  
BLDG 258, MAKALAPA DRIVE, MAKALAPA CRATER  
PEARL HARBOR, HI 96860-7300

On the back of the Cover Sheet, revise the closing date to read: 28 Mar 97

SF 33, incorporate the following changes:

Block 7, Issued by, revise in its entirety to read:

COMMANDER, PACIFIC DIVISION (CODE 0213)  
NAVAL FACILITIES ENGINEERING COMMAND  
BLDG 258, MAKALAPA DRIVE, MAKALAPA CRATER  
PEARL HARBOR, HI 96860-7300

Block 9 is revised in its entirety to read:

"9. Sealed offers in original and (see L17) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried in the depository located in Bldg 258, Makalapa Drive, Makalapa Crater, Pearl Harbor, HI 96860-7300 until 2:00 p.m. local time 28 March 1997."

The replacement pages are provided in enclosure (6).

<b><u>116. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-8	L.17 A.2 (third line)	Should "Project Management Office" be "Program Management Office"?



**Answer:**

Yes. Correction to "Program" shall be made in this amendment.

Section L, Page L-8, Subparagraph L17.A.2., third line, incorporate the following change:

Delete: " Project Management Office..."

Insert: " Program Management Office..."

Section L is replaced in its entirety and is provided in enclosure (4).

<b>117. Page</b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-8	17A	This clause requires that an original and eight copies of Volume 1 be submitted by the Contractor. Does the Navy require a total of 9 copies of the Contractors' Personnel Policies Manuals be submitted as Appendix J? As consideration, it should be noted that most companies' personnel policies and procedures manuals are substantial in size. Does the Navy require the personnel policies from all team subcontractors?

**Answer:**

Due to the possible substantial sizes of Corporate Personnel Policies and Procedures manuals, only one (1) copy is necessary to be submitted. The manuals must also be provided for each team subcontractor as well as for the prime contractor.

Page L-8, Paragraph L17A, incorporate the following change:

Delete: "Volume I - Technical Proposal (original and eight copies)

Insert: "Volume I - Technical Proposal (original and nine copies, except for Appendix H: Corporate Personnel Policies, wherein only one (1) copy is to be provided for the prime contractor and each team subcontractor ."

Page L-11, Paragraph L17 B5(d), incorporate the following change:

Delete first sentence:

"There will be no page limits for Appendixes C, I, and J of Part 3."

Insert first sentence:

"(d) There will be no page limits for Appendixes C, H, I, and J of Part 3."

Page L-21, Paragraph L17 C3(i), replace the paragraph with the following:

"(i) Identify and attach a copy of personnel policies and procedures for each team subcontractor as well as for the prime contractor. Attach as Appendix H in Volume I, Part 3. Note: Only one copy is required to be submitted with the Original Technical Proposal, Volume I.

Section L is replaced in its entirety and is provided in enclosure (4).

<b>118. Page</b>	<b>Ref.</b>	<b>Question</b>
L-9	L17.A.4	Are company logo's allowed on the cover sheet? Also, are any other graphic illustrations allowed?

**Answer:**

Yes, logos are allowed on the cover sheet. Other graphic illustrations are also allowed; however, note FAR clause 52.215-7, Unnecessarily Elaborate Proposals or Quotations, and L17 A.2. which speaks to elaborate art work and expensive presentation aids being neither necessary nor desired.

<b>119. Page</b>	<b>Ref.</b>	<b>Question</b>
L-9	L17 A5(a)	Foldouts of 11" x 17" may be used; however, they will count as two pages...  Several paragraphs in Section L request and/or imply the need to present an organizational structure(s). For example, Subpart 4. Resources Factors, paragraph (a) states "Provide

an outline of your proposed organizational structure ... Your organizational structure should incorporate position titles and functional responsibilities..." Similar organizational structure charts are requested in this same section for the "alternate organizational structure." Also, in Section L, Subpart 3, similar charts could be required for the PMO. The offeror faces a dilemma. For clarity and ease of reading, these charts would be best presented on a 11x17 charts; however, this will count as two pages. Maybe an exception to the two page rule concerning organizational structure charts should be made. This could benefit both the offeror and the reader/evaluator. Otherwise, the offeror could be driven to present these on harder-to-read 8 ½ x 11 size sheets.

Can the two page rule for use of 11x17 sheets be waived when presenting organizational structure charts?

**Answer:**

Yes. This amendment shall revise the requirement allowing charts, graphs and drawings be on other than 8 ½ x 11 size sheets.

Page L-9, Paragraph L17, Subparagraph A.5., incorporate the following change:

Delete: All information shall be typewritten and submitted in 8 ½" x 11" format in three-ring binders.

Insert: All information shall be typewritten and submitted in 8 ½" x 11" format (except charts, graphs and drawings) in three-ring binders.

Page L-9, Paragraph L17, Subparagraph A.5(a), incorporate the following change:

Delete the last sentence which reads:

"Foldouts of 11" x 17" may be used; however, they will count as two pages, and if printed on both sides, will count as four pages."

<b>120. Page</b>	<b>Ref.</b>	<b>Question</b>
L-9	L17 A5(a)	<p>A page is defined as one face of a sheet of paper containing information including title pages, text, tables, figures, indexes, and attachments. Two pages may be printed on a single sheet of paper, front and back, but will count as two pages. Foldouts of 11" x 17" may be used; however, they will count as two pages, and if printed on both sides, will count as four pages.</p> <p>An offeror may be submitting a drawing that is larger than an 8 ½ x 11 or 11x17 size sheet for a sketch or other presentation. There appears not to be a guideline in the solicitation to what such a drawing may equate to from a page count standpoint. In the Amendment 0001, a drawing was included in a pocket. Perhaps this method of presenting drawings could be used by the offeror and could be counted as one page.</p> <p>What is the page count for a drawing that is larger than an 11x17 sheet?</p>

**Answer:**

There is no specified page count for information submitted on 11" x 17" paper. Note, however, FAR clause 52.215-7, Unnecessarily Elaborate Proposals or Quotations, and L17 A.2. which speaks to elaborate art work and expensive presentation aids being neither necessary nor desired. Also note question no. 117 above, where Page L-9 has been revised to delete fold out page counts.

<b>121. Page</b>	<b>Ref.</b>	<b>Question</b>
L-12	L17.A.6	<p>The Navy has included a Glossary of Terms in its Amendment 0001 for its use of abbreviations. The Contractor might also use abbreviations which are specific to the proposal and not a part of the Amendment 0001 Glossary of Terms. Would the Navy allow the Contractors to include their own Glossary of Terms and if so, could it be included in Part 1 of the Technical and Cost Proposal.</p>

**Answer:**

Yes.

Section L, Page L-11, Paragraph L17.B.5(a), incorporate the following change on the first line:

Delete: "...Table of Contents,..."

Insert: "...Table of Contents (with "Glossary of Terms" limited to one page, if desired),"

Section L, Page L-11, Paragraph L17.B.6, incorporate the following change under Part 1, Subpart 2:

Delete: "...Table of Contents"

Insert: "...Table of Contents (with "Glossary of Terms" limited to one page, if desired)"

Section L, Page L-25, Paragraph L17.D.5(a), incorporate the following change on the second line:

Delete: "...Table of Contents,..."

Insert: "...Table of Contents (with "Glossary of Terms" limited to one page, if desired),"

Section L, Page L-25, Paragraph L17.D.6, incorporate the following change under Part 1, Subpart 3:

Delete: "...Table of Contents"

Insert: "...Table of Contents (with "Glossary of Terms" limited to one page, if desired)"

<b>122. Page</b>	<b>Ref.</b>	<b>Question</b>
L-12	L17 B6 Part I	You have asked for Joint Venture Agreements to be included in Part I, Subpart 5 of Volume I, but have not specified a location for Teaming Agreements and commitment or intent letters. Please define placement for these documents that will not affect the page count.

**Answer:**

This amendment shall add (1) Teaming Agreements, if applicable, be included in Part I, Subpart 5 of Volume I, and (2) a statement to JL.6, Key Personnel Experience Form (Resume) that indicates the form also serves as a letter of intent. Commitment or intent letters on behalf of technical team members may be submitted as part of the Teaming Agreement.

Page L-11, Subparagraph L17 B. incorporate the following changes:

Add to 5(a), second line, after "...Joint Venture Agreements" the phrase "/Teaming Agreements"

Delete: 6. Part I "Subpart 5: Joint Venture Agreements"

Insert: 6. Part I "Subpart 5: Joint Venture Agreements/Teaming Agreements"

Section L is replaced in its entirety and is provided in enclosure (4).

Attachment JL.6, Key Personnel Experience Form (Resume), incorporate the following change:

Add above the signature line:

"This form serves as a letter of intent to work on the resultant contract employed  
by: \_\_\_\_\_"  
(Prime Contractor/Joint Venture)

The replacement page is provided in enclosure (6).



<b>123. Page</b>	<b>Ref.</b>	<b>Question</b>
L-16	C.2.a.6	"Thermal treatment/thermal desorption/temperature stripping (UXO and non-UXO)." If this process is required, will equipment be GFE?

**Answer:**

Unless the equipment is listed in Attachment JC.10, Government-Furnished Property Inventory, the Contractor will provide the required equipment necessary to conduct these activities.

<b>124. Page</b>	<b>Ref.</b>	<b>Question</b>
L-16	Para L17 C.2.6	The Navy desires the Contractor to have experience in thermal treatment/thermal desorption/low temperature thermal stripping (UXO and non-UXO). In the past the Government has indicated that two incinerators would be provided for thermal stripping/thermal treatment of UXO and non-UXO. Does the Navy intend to provide incinerators? If so, what support will be required for the incinerators?

**Answer:**

Unless the equipment is listed in Attachment JC.10, Government-Furnished Property Inventory, the Contractor will provide the equipment necessary to conduct the required activities.

<b>125. Page</b>	<b>Ref.</b>	<b>Question</b>
L-17	L17.C.2	The last sentence of this paragraph states "when discussing your company's experience <u>in the text</u> (emphasis added), briefly describe the circumstances surrounding any of the following as they apply to the projects submitted". Is the "text" that portion of Attachment JL.4 entitled "Project Description/Comments"? Please clarify.

**Answer:**

Yes.

<b><u>126. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L.17	C.2.(b).	In completing Attachment JL.3, should only ordnance removal type projects be included, or should other types of relevant experience as referenced in Section C be included; e.g., removal of contaminated soil, handling and disposal of hazardous waste, site investigations, surveys, performing architectural and engineering designs, etc.?

**Answer:**

Only ordnance removal projects should be included on Attachment JL.3-1 and JL.3-2. Attachment JL.4, as discussed in Section L, Paragraph L17.C.2(c) provides for company experience on other projects.

<b><u>127. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-17	C.2(b)	In completing Attachment JL.3, should only ordnance removal type projects be included, or should other types of relevant experience as referenced in Section C be included; e.g., removal of contaminated soil, handling and disposal of hazardous waste, site investigations, surveys, performing architectural and engineering designs, etc.?

**Answer:**

JL.3-1, Summary, Company Experience (Part I) and JL.3-2, Company Experience (Part II) shall be used to provide information on Unexploded Ordnance (UXO) clearance projects. JL.3-3, Company Hazardous Waste Disposal Experience Summary (Part I) and JL.3-4, Company Hazardous Waste Disposal Experience Summary (Part II), shall be used to provide information on Hazardous Waste Disposal Experience. All other company experience, UXO and non-UXO projects, as they relate to the type of work expected to be performed on this contract shall be provided on JL.4, Company Experience Form.

**128. Page    Ref.    Question**

L-17    C.2(b)(9)    Should the word "projected" be changed to "project"?

**Answer:**

Yes.

Under Section L, Page L-17, Paragraph L17.C.2(b)(8), replace the sentence with the following:

"(8) scheduled and actual project duration (start and completion dates);"

Under Section L, Page L-17, Paragraph L17.C.2(b)(9), replace the sentence with the following:

"(9) Total negotiated and actual project cost;"

Section L is replaced in its entirety and is provided in enclosure (4).

**129. Page    Ref.    Question**

L-17    Attachment    Assuming that item (6) "existing concentration prior to  
JL.3-1    clearance" is the estimated number of rounds or amount of  
ordnance on the project site prior to mobilization, please  
clarify if item (7) "ordnance concentration after clearance" is  
the amount of ordnance remaining (or the percent probability  
of clearance) on the project site after clearance, or if item (7)  
is the total number of rounds or ordnance tonnage detected  
and removed from the project site?

**Answer:**

The information requested is company experience, data and results from prior ordnance clearance projects, not the Kaho'olawe project. Provide the UXO clearance results of your project experience based on the methods used to determine the results for each specific project.

Item (7), "Ordnance Concentration After Clearance" is the amount of ordnance remaining on the project after clearance.

<b>130. Page</b>	<b>Ref.</b>	<b>Question</b>
L-17	JL.3	Does the requirement to provide Corporate Summaries on the forms provided in Attachment JL.3 extend to speciality subcontractors who are on the team solely for the purpose of providing very discrete, specialized services (e.g. medical services)?

**Answer:**

Yes, if the specialty subcontractor is a "Team Subcontractor." A "Team Subcontractor" is a subcontractor who will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, or on a consistent overflow basis (see page L-10, subparagraph L17 B.3).

<b>131. Page</b>	<b>Ref.</b>	<b>Question</b>
L-18	L17 C.3(b)	Provide a proposal which describes your overall approach to the establishment of a Program Management Office (PMO) and organization. Does the term organization refer to the personnel contained within the PMO or does it refer to the companies contained on a team and their relationship to one another?

**Answer:**

The term "organization" refers to personnel assigned to Program Management functions as well as PMO personnel located in the PMO. It also refers to subcontractors who will be a part of the project organization. Information to be included in the PMO proposal is identified in Section L, Page L-19, Paragraphs L17.C.3(b)(1) through (4).

<b>132. Page</b>	<b>Ref.</b>	<b>Question</b>
L-18	L17.C.3.6	This section requires us to address how we will interface with Navy personnel. What is the Navy's organizational chart, and where are the individuals' planned locations, so we may better respond with our interface approach?

**Answer:**

Commander, Naval Base Pearl Harbor (COMNAVBASE) is the DoD point of contact in Hawaii for the cleanup and conveyance of Kaho'olawe. The roles and relationships between the Navy and the KIRC are specified in Attachment JC.2, the Regulatory Framework. COMNAVBASE is utilizing the Pacific Division, Naval Facilities Engineering Command (PACNAVFACENGCOM) to provide technical and contractual assistance for the Unexploded Ordnance Cleanup Project on Kaho'olawe. The principal parties within PACNAVFACENGCOM who will interface with the Contractor on a frequent basis are designated in Attachment JC.6 on Page JC.6v-1. The location of the technical and contractual staff is dependent upon the Contractor's proposed location for the Program Management Office.

<b>133. Page</b>	<b>Ref.</b>	<b>Question</b>
L-18	L17.C.3(b)	"The cost proposal for your program management office and organization shall be included..." "Describe the depths and size of your organization ...indicating number of personnel by category..."
L-19	L17.C.3(b) (4)	
		It is not clear whether the cost proposal presented in Volume II, Part 4, Subpart 1 is to include the entire project organization as implied on Pages L-18 and L-19, or just those personnel assigned to the Program Management Office.
		This is critical for two reasons. First, it applies to both the PMO and Alternate PMO proposals. Second, the Alternate PMO proposal may result in savings in staff outside the PM Office and in operational or support costs.

The Alternate PMO benefit cost analysis should be able to show the full effects of the organization changes, but cannot do that if only the Office costs are to be shown.

Please clarify the apparent conflict between these sections.

**Answer:**

The cost proposal is to reflect the entire project organization, to include management personnel assigned to Program Management functions, as well as PMO personnel located within the PMO, and subcontractors who will be a part of the project organization.

<b><u>134. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-19 -	3.(b)(1)-(4)	Is it the intent of the Government to have the contractor include: relocation/travel costs to the PMO Office from the Mainland, and temporary housing & per diem costs for personnel assigned to the PMO office? OR should the costs for the PMO Base Year be (1) labor rates and hours, (2) Materials, (3) subcontracts, (4) Other Direct Costs, i.e., office lease costs, office supplies, equipment, etc., and appropriate indirect rates and award fee?
L-31	4.(a)(1)-(3)	

**Answer:**

The cost proposal for the PMO Base Year should be prepared in accordance with Section L, Paragraphs L.17.D and L.17.E.4. If any costs associated with relocation and travel applicable to the PMO are proposed, it should be in accordance with Section G, Paragraph G20, Travel Costs.

Incorporate the following changes:

Under Section L.17.C.3(b), Page L-18, replace the seventh sentence with the following:

"Your PMO proposal shall be for the base year only and should separate recurring and non-recurring effort as described in Paragraph B1 of Section B.

Under Section L17.E.3.(a)(1), Page L-30, replace this sentence with the following:

"Proposers are required to include, if applicable, estimated labor hours, labor rates, and costs associated with total direct labor, subcontracts, travel, other direct costs, indirect rates, award fee, and general excise tax."

Under Section L17.E.4.(a)(1), Page L-31, replace this sentence with the following:

"Proposers are required to include, if applicable, estimated labor hours, labor rates, and costs associated with total direct labor, subcontracts, travel, other direct costs, indirect rates, award fee, and general excise tax."

Section L is replaced in its entirety and is provided in enclosure (4).

<b>135. Page</b>	<b>Ref.</b>	<b>Question</b>
L-20- L-21	L17.C3 (e) to (k)	Are these paragraphs out of sequence? [Topic-wise, they are.] The instructions in L17 C3 [page L-17] state the areas should be addressed in order to demonstrate overall management approach. If the proposal follows the order shown, it could be very confusing.

**Answer:**

Subparagraphs L17.C3(e) through (k) are not out of sequence. The subparagraphs merely list different areas to be addressed regarding your management enabling the Government to conduct an evaluation of this factor.

On Page L-18, Subparagraph L17 C.3, "Management Factors." It indicates that the offeror must address each of the following areas in order to demonstrate your overall management approach. This "in order to demonstrate" does not mean to present your information in the order of L17.C.3; it means "so as to demonstrate".

<b>136. Page</b>	<b>Ref.</b>	<b>Question</b>
L-19 vs. L-27	L17.C.3.c vs. L17.D.6 Part 4, Subpart 2	If the Contractor wishes to show the benefits of an Alternate PMO organization, more than the first year is necessary. The first 6 months, approximately, of the contract will be spent in partnering with the Navy, developing Plans and SOPs, etc., and are the same no matter what the PMO



organization is. The Contractor's innovative approach may result in savings over the remaining years of the contract that will not be evident for the base year only. Please clarify the apparent conflict between these sections.

**Answer:**

The offeror's PMO organization will be in accordance with the requirements outlined in Section C and statements made elsewhere in its proposal. The offeror's alternate proposals should include any innovative approaches and methods which would benefit the Government both in the management of the contract and costs. Amendment No. 0004 mandated the submission of alternate proposals and allowed offerors to describe any differences in the proposed PMO organizational structure between the base year and the option years, however, costs associated with the option years may not be submitted. Cost savings that may be realized as a result of the difference in the organizational structure in the option years may be discussed, but should not be included in the cost benefit analysis submitted as part of Volume II - Cost Proposal. The Contractor should anticipate a sufficient amount of work during the base year to include start-up and technical efforts to adequately address the management of the contract.

Note that the Contractor has identified two activities which are likely to occur in the first 6 months, that is, partnering and the development of plans and SOPs. These items are critical to the Navy because of the broad scope and complexity of the project; proper development of these areas will contribute to the success of the project and its significance should not be discounted.

<b><u>137. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-22	L17.C4(b)	Seems to be contradictory within itself. It states that if you propose an "alternate organizational structure," you may propose changes in regard to "...minimum personnel qualifications, and functional responsibilities" of Non-Key Personnel and Other Personnel as listed in paragraph C.1.3. Then the last sentence states in part, "...however, the minimum qualifications for each function, or their equivalent, must be met..." Please clarify the intent of the requirement.

**Answer:**

Subparagraph L17.C.4(b) was revised in its entirety in Amendment 0004, Question No. 11.

<b><u>138. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-23	L17.C.4.c.3	The guidance for completing the form at Attachment JL.5 page JL.5-3 for personnel with UXO clearance experience is unclear. The form has a column for "Title." The guidance in the reference appears to describe only information desired in the "comments" column. Many UXO personnel have had many years experience and have held many UXO related job titles. Does the Govt. intend to have the contractor list the information requested in the reference paragraph for each job title the UXO persons lists in the "Title" column? Or does the Govt. want all titles held by the individuals listed in the "Title" column, and then the person's experience listed in the "Comment" column, sorted by type of UXO detection and removal, independent of the titles? Please clarify.

**Answer:**

The Contractor should list the title of the position they will occupy if awarded the contract on Attachments JL.5-1 and JL.5-3.

Under Section L, Page L-22, Paragraph L17.C.4(c)(1) incorporate the following:

Delete: "... their title," on the first line.

Insert: "...the proposed position title,"

On Page L-23, Paragraph L17.C.4(c)(3) incorporate the following:

Delete: "...list the following:" on the second line.

Insert: "... provide the proposed position title in the "Title" column and list the following in the "Comments" column:

Section L is replaced in its entirety and is provided in enclosure (4).

<b>139. Page</b>	<b>Ref.</b>	<b>Question</b>
L-23	L17 C.4(c)(4)	On form JL.5-3, for all other Key Personnel: Is the word "other" being used to distinguish between "Key Personnel" with UXO experience and "Key Personnel" without UXO experience?

**Answer:**

Yes.

<b>140. Page</b>	<b>Ref.</b>	<b>Question</b>
L-25	L17.D.5.b	<p>In reviewing the WBS at JC.5, this WBS does not seem to align itself with the work described in Section C. For example, why doesn't the WBS follow the parts in Section C, for example: see page C-1, Section C. Table of Contents? Which WBS's in JC.5 does the Govt. think should be used to cost the PMO Base Year?</p> <p>On page 1 (the second page 1) of the HTRW-WBS, WBS number 331.01.02 Mobilization of Personnel, what is the Govt.'s intention for segregating the "Relocation of Supervisory Personnel" and the "Relocation of the Work Force"? When compared to paragraph 2, on page JL2.1 MOBILIZATION, with the Mobilization of personnel in the WBS, it appears the Government is looking for the cost of relocating the personnel who will be working on Kaho'olawe. If this is the case, what is the significance of the separation of Supervisory and Work Force? And is the WBS 331.01.02, to include just the cost of relocating these individuals to and from Kaho'olawe?</p>

**Answer:**

- (1) The Kaho'olawe WBS is based on a standardized Corps of Engineers HTRW WBS. As such, it may not follow the Navy's Section C, Table of Contents.
- (2) It is the Contractor's responsibility to determine which tasks in the HTRW WBS (and the appropriate level) to use in order to prepare their costs for the PMO proposal using the information provided in Attachment JC.5.

(3) and (4) The Navy did not purposely intend on segregating these areas for this project. The HTRW WBS at Attachment JC.5 was not prepared specifically for this contract as stated in answer no. 1 above. The Contractor is responsible for identifying the tasks and the appropriate level using the HTRW WBS based on the required work to be performed.

(5) The Contractor should refer to the Data Dictionary, Standard Descriptions for the various WBS numbers to determine where to apply the costs of relocating their personnel to-and-from Kaho'olawe.

<b>141. Page</b>	<b>Ref.</b>	<b>Question</b>
L-26 M-5	Part 3, Subpart 2(a) 3.(c)	Section L (Part 3, Subpart 2(a)) includes the cost benefit analyses and range of costs associated with alternate proposals as part of the Cost Volume, but Section M addresses these as part of the Technical Volume. If an alternative approach is submitted, and results in an improved technical evaluation, will costs associated with the alternative approach also be utilized for the cost evaluation? If some, but not all offerors submit an alternative approach, how will costs be evaluated on an equal basis?

**Answer:**

In Amendment 0004, Section L was modified to stipulate all offerors shall submit an alternate approach towards the establishment of a Program Management Office(PMO). Therefore, the evaluation of such alternate in Section M remains unchanged.

The cost proposed for the alternate approach will be subject to a cost realism review; the feasibility of the offeror's proposed alternate approach will also be evaluated from a technical standpoint.

<b>142. Page</b>	<b>Ref.</b>	<b>Question</b>
L-26 M-5	Part 3, Subpart 2(a) 3.(c)	Will the alternate approaches be included in the cost evaluation and if so, how will they be related to evaluation of costs for the sample project, program management office, and projected rates? Since alternate proposals are optional, how will they be equitably evaluated among offers?

**Answer:**

Yes, alternate approaches will be included in the cost evaluation. The realism of the proposed costs will be evaluated for each individual cost proposal submitted to include the sample project, program management office, and alternate proposals.

Alternate proposals are no longer optional; refer to the answer provided to Question No. 119 on Page 65 of Amendment No. 0004.

<b><u>143. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-26	L17-D.5	Should bidders submit their estimated dollars for the Sample Project in Section B as part of the cost proposal?

**Answer:**

No, the Sample Project estimated cost should be shown on the Cost Breakout Forms included in Attachment JL.10-1 to JL.10-4.

<b><u>144. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-27	Part 6	In an effort to reduce the size and amount of the cost/price information the government will have to analyze, will the government need "Appendix A through Appendix G" from companies classified as small business concerns?

**Answer:**

All of the Appendices are required from each team subcontractor as well as the prime contractor, with the exception of Appendix G, Cost Accounting Standards Disclosure Statement.

Under Section L, Page L-33, Paragraph L17.F, insert after the first sentence:

"Small business concerns are not required to submit Appendix G, Cost Accounting Disclosure Statement, described in Subparagraph 11, below."

Section L is replaced in its entirety and is provided in enclosure (4).

<b>145. Page</b>	<b>Ref.</b>	<b>Question</b>
L-27	L17D	The RFP specifies that a Current Financial Report with supporting data is to be provided in Volume II, Part 6, Appendix F. However, this Appendix is not addressed in Clause L17(F) "Supporting Information for Cost Proposal." Does this requirement apply to the Prime Contractor only, or to both the Prime Contractor and the Team Subcontractors?

**Answer:**

Yes, a Current Financial Report is requested for both the Prime Contractor and the Team Subcontractors.

Incorporate the following change:

Section L, Page L-27, Paragraph L17.D.6, Part 6, Appendix F, incorporate the following change:

Insert: (after "Supporting Data")  
(see Paragraph F., Subparagraph 14, below.)

Section L, Page L-37, Paragraph L17.F, incorporate the following change:

Insert: (after Paragraph 13)  
"14. Current Financial Report. Provide your latest complete fiscal year Financial Statements (audited if available)."

Section L is replaced in its entirety and is provided in enclosure (4).

<b>146. Page</b>	<b>Ref.</b>	<b>Question</b>
L-27	L17.D.6. App. F	There is no reference to a paragraph explaining the requirement as with other appendices in Subpart 6. Paragraph F, page L-33, of this section is identified as 'supporting information for cost proposal' but it isn't the same "Supporting Data" requested for Appendix F. What information is required for the contents of Appendix F, Vol. II? What supporting data is required for Appendix F, Vol. II?



**Answer:**

Refer to question no. 143 above.

<b><u>147. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-28	L17.D.8	Does each WBS item used contain only direct costs? For example, no fringe benefits, overhead, G&A or fee? If so, then are these items contained under WBS 331.22.12? Note: Source of question is HTRW RA WBS Data Dictionary (to Level 3) developed by the Interagency Cost Engineering Group, February 1996.

**Answer:**

Offerors shall use the HTRW WBS format to provide a summary and detailed cost breakdown of direct costs only. The direct costs shown on the HTRW WBS will then be summarized by cost element on the JL.10-3 and JL.10-7 Summary of Cost Estimate. Indirect rates applicable to these direct costs (i.e. fringe, overhead and G&A) and the award fee will be proposed on these same JL.10-3 and JL.10-7 Attachments.

<b><u>148. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-28	Para D-8(a)	Does the Navy have a WBS dictionary to Level 4 or 5 for the HTRW RA WBS?

**Answer:**

No.

<b><u>149. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-30 JL.7 - JL.10	L17.D Part 4(a)	CLIN 0001, <u>Program Management Office</u> , SLIN 0001AF requires a "Total Estimated Non-Recurring PMO Non-Fee Relocation Cost." CLIN 0002, <u>Technical Services</u> , does not include a SLIN for Non-Fee Bearing Relocation cost. Please specify where in Section B any Non-recurring relocation estimated costs required under CLIN 0002 are to be provided.



**Answer:**

Estimated non-recurring relocation costs will not be proposed in Section B; however, all relocation costs should be accounted for under the PMO. See Question No. 3 above.

<b><u>150. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-33	L17.F.	If it is anticipated that a technical team subcontractor will be awarded a subcontract of a type other than cost reimbursable, is all the supporting information required under paragraph F required for that subcontractor as part of the prime proposal?

**Answer:**

Yes.

<b><u>151. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-37	L17.F.7	"... If Facilities Capital Cost of Money is proposed, Form CASB-CMF must be provided with the proposal for the Base Year and Option Years One through Seven." Request the Government amend this requirement to include only the time frame associated with the PMO Base Year and Sample project proposal.

**Answer:**

Offerors are requested to furnish FCCM ceiling rates for the Base Year and Option Year periods as shown on Attachment JL.8; therefore, the requirements will remain as specified.

<b><u>152. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
L-37	L17.F.11	Is the requirement to provide a copy of the offeror's Disclosure Statement as submitted to/approved by the cognizant auditor [on Form CASB DS-1] or a completed copy of the certification at paragraph 1 of FAR 52.230-1? If the latter is what they want to see, the proper name is "1. Disclosure Statement - Cost Accounting Practices and

Certification" or the entire Clause which is "Cost Accounting Standards Notices and Certification. And why should it be pulled from the other certifications in Section K. The way paragraph F.11 is worded leads to uncertainty as to what is required.

**Answer:**

Section L, Page L-37, Paragraph L17.F.11 is revised as follows:

Delete: in its entirety.

Insert: "Disclosure Statement - Cost Accounting Standards Notices and Certification.

(a) Submit a Disclosure Statement as part of the offeror's proposal unless the offeror has already submitted a Disclosure Statement to the Administrative Contracting Officer and cognizant Contract Auditor in accordance with FAR 52.230-1 which is incorporated in Section K of the RFP. If a Joint Venture is proposed specifically for this contract, the Disclosure Statement shall be submitted for the newly formed entity and not for its individual joint venture partners. The Disclosure Statement shall be included as Appendix G of Volume II.

(b) FAR 30.202-6(b) states, "The Contracting Officer shall not award a CAS-covered contract until the ACO has made a written determination that a required Disclosure Statement is adequate ... ." If the ACO has not issued a determination of adequacy, describe how you plan to protect the Government's interest and obtain a determination of adequacy as soon as possible after award."

Section L is replaced in its entirety and is provided in enclosure (4).

<b>153. Page</b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
M-4	2.(a)(3) 2.(a)(4)	The evaluation criteria noted in paragraphs 2.(a)(3) and 2.(a)(4) do not appear to be cross-referenced to any paragraphs in Section L. Please clarify.

**Answer:**

Transportation of UXO, demolitions materials and explosives, and explosives storage operations, shall be added into Section L, paragraph L17 as follows:

Page L-16, add the following to L17C2(a):

"(14) Transportation of UXO, demolitions materials and explosives.

"(15) Explosives storage operations."

Section L is replaced in its entirety and is provided in enclosure (4).

<b><u>154. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
M-4	M5E.2	There appears to be no reference in Section M5E.2. to the relative importance of the topic identified in Section L, Subpart 2(8) - Work in a relatively isolated location...  What is the relative importance of Work in a relatively isolated location.. Within M5E.2. - Corporate Experience/Past Performance?

**Answer:**

This evaluation subfactor, working in a relatively isolated location, shall be added in Section M5E.2.

Page M-4, paragraph M5E.2, incorporate the following changes:

Delete: (in the last sentence)  
"... subfactors (b) through (h) combined):"

Insert: (in the last sentence)  
"... subfactors (b) through (j) combined):"

On Page M-5, change existing subparagraphs "(e)" through "(h)" to read "(g)" through "(j)", respectively.

Insert new subparagraph (f):

"(f) Working in a relatively isolated location with little or no infrastructure, to include mobilization, demobilization, and other logistics considerations."

Section M is replaced in its entirety and is provided in enclosure (5).

<b>155. Page</b>	<b>Ref.</b>	<b>Question</b>
M-4	M.5E.2	<p>There appears to be no reference in this section to the relative importance of the topics identified in Section L, Subpart 2(b) and (c) - Corporate Experience Summary Table (Attachment JL.3) and Company Experience Form (JL.4).</p> <p>What is the relative importance of Corporate Experience Summary Table (Attachment JL.3) and Company Experience Form (JL.4) compared to the subfactors (a) thru (h) in Section M5 E.2?</p>

**Answer:**

The information provided by JL.3-1, Summary, Company Experience (Part I), pertains to UXO clearance work and therefore shall apply to subfactor M5 E.2(a)(1), Searching, detecting, identifying, and removing surface and subsurface UXO and UXO related materials to depths up to four feet, and greater than four feet.

The information provided by JL.3-2, Summary, Company Experience (Part II), has to do with UXO clearance project duration/costs, company costs, personnel and references, and therefore shall apply to subfactor M5 E.2(c), Management of cost type contracts and effectiveness in dealing with any technical and/or management problems encountered and [added] project duration/costs, company costs, key management and technical personnel and references..

The information provided by JL.4, Company Experience Form, has to do with company experience on UXO and non-UXO projects as they relate to the type of work expected to be performed on this contract. A subfactor shall be added in Section M5E.2.

Page M-4, Subparagraph M5E.2, incorporate the following changes:

Delete: (in the last sentence)  
"...subfactors (b) through (h) combined:"

Insert: (in the last sentence)  
"...subfactors (b) through (j) combined:"

Page M-5, insert new subparagraph (b):

"(b) Company experience on UXO and non-UXO projects as they relate to the type of work expected to be performed on this contract."

Page M-4, Subparagraph M5E2:

Delete: (c) Management of cost type contracts and effectiveness in dealing with any technical and/or management problems encountered.

Insert: (d) Management of cost type contracts and effectiveness in dealing with any technical and/or management problems encountered. Project duration/costs, company costs, key management and technical personnel and references.

Pages M-4 and M-5, change existing Subparagraphs "(b) through (h)" to read "(b) through (j)", respectively.

Section M is replaced in its entirety and is provided in enclosure (5).

<b>156. Page</b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
M-6	M5E.4	<p>There appears to be no reference in Section M5E.4 to the relative importance of the topics identified in Section L, Subpart 4(c) - Key Personnel Experience/Ability (Forms JL5-1, 2&amp;3); Subpart 4(d) - Resumes (Attachment JL.6); and Subpart 4(e) - Other Personnel Description (Appendix J).</p> <p>What is the relative importance of Personnel Experience Forms JL.5-1, 2&amp;3; Resumes; and Other Personnel Descriptions compared to the other subfactors in Section M5E.4?</p>

**Answer:**

The information submitted in Appendix J and on forms JL.5-1, JL.5-2, JL.5-3 and JL.6 applies to subfactor M5 E.4(a), "Qualifications and experience of Key Personnel, Non-Key Personnel, and Other Personnel..."

<b><u>157. Page</u></b>	<b><u>Ref.</u></b>	<b><u>Question</u></b>
M-6 L-23	M5E.4(a) L17C.4(e)	The evaluation factors for resources states "Qualifications and experience of Key Personnel, Non-Key Personnel, and Other Personnel listed in Section C, "Descriptions/Specs/Work Statement," paragraphs 1.3(a), (b) and (c)." The proposal instructions in Section L only require position descriptions for "Other Personnel". Will position descriptions, as opposed to qualifications and experience, of "Other Personnel" only be evaluated?

**Answer:**

Only position descriptions, not qualifications and experience, of "Other Personnel" shall be evaluated. This amendment shall reflect this change.

Section L, Page L-23, Subparagraph L17 C4(e), incorporate the following change:

Delete from last sentence: "...following the resumes."

Section M, Page M-7, Subparagraph M5 E.4., incorporate the following change:

Delete:

(a) Qualifications and experience of Key Personnel, Non-Key Personnel, and Other Personnel listed in Section C, "Descriptions/Specs/Work Statement", paragraph 1.3, (a), (b) and (c).

Insert:

"(a) Qualifications and experience of Key Personnel and Non-Key Personnel, and position descriptions of Other Personnel listed in Section C, "Descriptions/Specs/Work Statement", paragraphs 1.3, (a), (b) and (c)."

Sections L and M are replaced in their entirety and are provided as enclosures (4) and (5), respectively.



**SECTION B**  
**(REPLACED IN ITS ENTIRETY)**

Enclosure (1) of  
Amendment No. 5

**PART I - THE SCHEDULE****SECTION B  
SUPPLIES OR SERVICES AND PRICES/COST****TABLE OF CONTENTS**

<b><u>Para#</u></b>	<b><u>Title</u></b>	<b><u>Page #</u></b>
--	BREAKDOWN OF THE TOTAL COST PLUS AWARD FEE	B-1
B1	BASE YEAR	B-2
B2	FIRST OPTION YEAR	B-3
B3	SECOND OPTION YEAR	B-4
B4	THIRD OPTION YEAR	B-5
B5	FOURTH OPTION YEAR	B-6
B6	FIFTH OPTION YEAR	B-7
B7	SIXTH OPTION YEAR	B-8
B8	SEVENTH OPTION YEAR	B-9

**BREAKDOWN OF THE TOTAL COST PLUS AWARD FEE**

The estimated Cost Plus Award Fee for each year is as follows:

Base Year	\$30,000,000
First Option Year	\$40,000,000
Second Option Year	\$40,000,000
Third Option Year	\$40,000,000
Fourth Option Year	\$40,000,000
Fifth Option Year	\$40,000,000
Sixth Option Year	\$40,000,000
Seventh Option Year	\$10,000,000

The total Cost Plus Award Fee for the base year and seven option years shall not exceed \$280,000,000. The amounts listed per year are estimates only.

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COST

B1 BASE YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0001	PROGRAM MANAGEMENT OFFICE (PMO) -- Program Management activities to include establishment of PMO office and organization; manage all pre-award activities including proposal preparation/negotiation of Task Orders (TOs); identify project needs, coordinate work effort, monitor and control projects, timely submission of submittals in accordance with Contract Deliverable List (CDL) requirements, and manage subcontractor effort, in accordance with Section C and PMO TO to be issued hereunder.	
0001AA	Est. Recurring PMO Cost ( <b><i>prime and subcontractor costs</i></b> )	
0001AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0001AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM and fee on subcontracts</i></b> )	
0001AD	<b><i>Est. Non-Recurring PMO Cost (Prime and subcontractor cost)</i></b>	
0001AE	<b><i>Est. Non-Recurring PMO Non-Fee Bearing Relocation Cost (Travel and relocation)</i></b>	
0001AF	<b><i>Maximum Award Fee Pool</i></b>	
0002	TECHNICAL SERVICES -- Technical Services activities to include performance of UXO and non-UXO clearance actions; comply with applicable legal requirements, provide range control operations, protect historic properties/natural resources, and operate a base camp, in accordance with Section C and TOs to be issued hereunder.	
0002AA	Est. Recurring Technical Services Cost ( <b><i>Prime and subcontractor cost</i></b> )	
0002AB	Est. Recurring Non-Fee Bearing Travel Cost	
0002AC	<b><i>Est. Technical Services Other Non-Fee Bearing Cost (Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts)</i></b>	
0002AD	Maximum Technical Services Award Fee Pool	
BASE YEAR TOTAL		<b><u>\$ 30,000,000</u></b>

B2 FIRST OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0003	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0003AA	Est. Recurring PMO Cost ( <b>Prime and subcontractor cost</b> )	
0003AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0003AC	Est. PMO Other Non-Fee Bearing Cost ( <b>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</b> )	
0003AD	Maximum PMO Award Fee Pool	
0004	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0004AA	Est. Recurring Technical Services Cost ( <b>Prime and subcontractor costs</b> )	
0004AB	Est. Recurring Non-Fee Bearing Travel Cost	
0004AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</b> )	
0004AD	Maximum Technical Services Award Fee Pool	
FIRST OPTION YEAR TOTAL		<u>\$ 40,000,000</u>

B3 SECOND OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0005	PROGRAM MANAGEMENT OFFICE (PMO) – Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0005AA	Est. Recurring PMO Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0005AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0005AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0005AD	Maximum PMO Award Fee Pool	
0006	TECHNICAL SERVICES – Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0006AA	Est. Recurring Technical Services Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0006AB	Est. Recurring Non-Fee Bearing Travel Cost	
0006AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b><i>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0006AD	Maximum Technical Services Award Fee Pool	
SECOND OPTION YEAR TOTAL		<u>\$40,000,000</u>

B4 THIRD OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0007	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0007AA	Est. Recurring PMO Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0007AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0007AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0007AD	Maximum PMO Award Fee Pool	
0008	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0008AA	Est. Recurring Technical Services Cost ( <b><i>Prime and sub-contractor costs</i></b> )	
0008AB	Est. Recurring Non-Fee Bearing Travel Cost	
0008AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b><i>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0008AD	Maximum Technical Services Award Fee Pool	
THIRD OPTION YEAR TOTAL		<u>\$ 40,000,000</u>



B5 FOURTH OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0009	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0009AA	Est. Recurring PMO Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0009AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0009AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0009AD	Maximum PMO Award Fee Pool	
0010	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0010AA	Est. Recurring Technical Services Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0010AB	Est. Recurring Non-Fee Bearing Travel Cost	
0010AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b><i>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0010AD	Maximum Technical Services Award Fee Pool	
FOURTH OPTION YEAR TOTAL		<u>\$ 40,000,000</u>

B6 FIFTH OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0011	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0011AA	Est. Recurring PMO Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0011AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0011AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0011AD	Maximum PMO Award Fee Pool	
0012	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0012AA	Est. Recurring Technical Services Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0012AB	Est. Recurring Non-Fee Bearing Travel Cost	
0012AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b><i>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0012AD	Maximum Technical Services Award Fee Pool	
FIFTH OPTION YEAR TOTAL		<u>\$ 40,000,000</u>

B7 SIXTH OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0013	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0013AA	Est. Recurring PMO Cost ( <b>Prime and subcontractor costs</b> )	
0013AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0013AC	Est. PMO Other Non-Fee Bearing Cost ( <b>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</b> )	
0013AD	Maximum PMO Award Fee Pool	
0014	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0014AA	Est. Recurring Technical Services Cost ( <b>Prime and subcontractor costs</b> )	
0014AB	Est. Recurring Non-Fee Bearing Travel Cost	
0014AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</b> )	
0014AD	Maximum Technical Services Award Fee Pool	
SIXTH OPTION YEAR TOTAL		<u>\$ 40,000,000</u>

B8 SEVENTH OPTION YEAR

<u>CONTRACT LINE ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL EST. COST</u>
0015	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform and close-out Program Management activities in accordance with Section C and TOs to be issued hereunder.	
0015AA	Est. Recurring PMO Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0015AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	
0015AC	Est. PMO Other Non-Fee Bearing Cost ( <b><i>Contractor-acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0015AD	Maximum PMO Award Fee Pool	
0015AE	Est. Non-Recurring PMO Cost	
0016	TECHNICAL SERVICES -- Cost Plus Award Fee to perform and close-out Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
0016AA	Est. Recurring Technical Services Cost ( <b><i>Prime and subcontractor costs</i></b> )	
0016AB	Est. Recurring Non-Fee Bearing Travel Cost	
0016AC	Est. Technical Services Other Non-Fee Bearing Cost ( <b><i>Contractor- acquired property, third party rentals, FCCM, and fee on subcontracts</i></b> )	
0016AD	Maximum Technical Services Award Fee Pool	

SEVENTH OPTION YEAR TOTAL \$ 10,000,000

**ATTACHMENT JL.10**  
**OF SECTION J**  
**(REPLACED IN ITS ENTIRETY)**

Enclosure (2) of  
Amendment No. 5

**COST BREAKOUT FORMS****SAMPLE PROJECT**

Complete the following for the accomplishment of the Sample Project. *The rates entered in the first column should be the actual rate of the individual proposed to work on the Sample Project. If you choose to use an employee whose labor rate for that specific labor category exceeds the maximum ceiling rate as shown on Attachment JL.7, justify the cost-effectiveness of utilizing that employee on a separate sheet of paper and insert this between pages JL.10-2 and JL.10-3.* The proposed indirect rates shall be those shown in Section J, Attachment JL.8. In the last column under "Additional Personnel", indicate the employee's status as Professional, Executive, Administrative, SCA, or DBA.

**DIRECT LABOR:**

<u>Labor Category</u>	<u>Actual Labor Rate</u>	<u>Estimated Hours</u>	<u>Amount</u>	<u>Employee Status</u>
<u>Program Manager</u>	ST			
	OT			
<u>Senior Project Manager</u>	ST			
	OT			
<u>Contract Admin Manager</u>	ST			
	OT			
<u>Project QC Manager</u>	ST			
	OT			
<u>Project Health &amp; Safety Mgr</u>	ST			
	OT			
<u>Range Ctrl/Operations Ofcr</u>	ST			
	OT			
<u>Historic Preservation Mgr</u>	ST			
	OT			

**ADDITIONAL PERSONNEL:**

	ST			
	OT			
	ST			
	OT			
	ST			
	OT			
	ST			
	OT			
	ST			
	OT			





SUMMARY OF COST ESTIMATE

(1) Total Direct Labor		\$	_____
(2) Fringe	_____ %	Applied to	_____ \$
(3) Overhead	_____ %	Applied to	_____ \$
(4) Subtotal (Lines 1+2+3)		\$	_____
(5) Team Subcontracts*		\$	_____
(6) Subcontracts		\$	_____
(7) Travel		\$	_____
(8) Other Direct Costs **			
Material	_____	\$	_____
Equipment	_____	\$	_____
Shipping	_____	\$	_____
Reproduction	_____	\$	_____
Telephone	_____	\$	_____
Computer	_____	\$	_____
_____	_____	\$	_____
Subtotal Other Direct Costs		\$	_____
(9) Subtotal (Lines 5+6+7+8)		\$	_____
(10) G&A Expense	_____ %	Applied to	_____ \$
(11) Subtotal Cost (Lines 4+9+10)		\$	_____
(12) FCCM (if applicable)	_____ %	Applied to	_____ \$
(13) _____ % Prime Contractor Award Fee***		\$	_____
_____ % <b>Cost Reimbursable Subcontracts****</b>		\$	_____
_____ % <b>Fixed Price Subcontracts*****</b>		\$	_____
Subtotal Award Fee to Prime Contractor		\$	_____
(14) Estimated Cost Plus Award Fee (Lines 11+12+13)		\$	_____
(15) General Excise Tax		Applied to	_____ \$
(16) TOTAL ESTIMATED COST PLUS AWARD FEE (Line 14+15)		\$	_____

(See notes on next page)

## Notes for Summary of Cost Estimate:

- \* See Section L, paragraph L17 for instructions on completion of mandatory cost breakout forms for team subcontractor effort. The prime contractor shall provide the total subcontract costs on this line of its form and attach a breakdown by function.
- \*\* All direct costs not included under any other element on this form must be entered here. See Section L, paragraph L17 for further information concerning complete identification of costs.
- \*\*\* ***Award Fee will not be applied to costs for travel, Contractor-acquired property including third party rentals, Facilities Capital Cost of Money (FCCM), and subcontracts.***
- \*\*\*\* ***Award Fee will not be applied to costs for travel, Contractor-acquired property including third party rentals, Facilities Capital Cost of Money (FCCM), and fee on subcontracts.***
- \*\*\*\*\* ***Award Fee will not be applied to fee on subcontracts.***

**COST BREAKOUT FORMS**  
**PROGRAM MANAGEMENT OFFICE (PMO)**

Complete the following for the accomplishment of the Program Management Office (PMO). *The rates entered in the first column should be the actual rate of the individual proposed to work in the Program Management Office (PMO). If you choose to use an employee whose labor rate for that specific labor category exceeds the maximum ceiling rate as shown on Attachment JL.7, justify the cost-effectiveness of utilizing the employee on a separate sheet of paper and insert this between pages JL.10-6 and JL.10-7.* The proposed indirect rates shall be those shown in Section J, Attachment JL.8. In the last column under "Additional Personnel", indicate the employee's status as Professional, Executive, Administrative, SCA, or DBA.

**DIRECT LABOR:**

<u>Labor Category</u>	<u>Actual Labor Rate</u>	<u>Estimated Hours</u>	<u>Amount</u>	<u>Employee Status</u>
<u>Program Manager</u>	ST			
	OT			
<u>Senior Project Manager</u>	ST			
	OT			
<u>Contract Admin Manager</u>	ST			
	OT			
<u>Project QC Manager</u>	ST			
	OT			
<u>Project Health &amp; Safety Mgr</u>	ST			
	OT			
<u>Range Ctrl/Operations Ofcr</u>	ST			
	OT			
<u>Historic Preservation Mgr</u>	ST			
	OT			

**ADDITIONAL PERSONNEL:**

	ST			
	OT			
	ST			
	OT			
	ST			
	OT			
	ST			
	OT			
	ST			
	OT			



SUMMARY OF COST ESTIMATE

(1) Total Direct Labor		\$ _____
(2) Fringe _____ % Applied to _____		\$ _____
(3) Overhead _____ % Applied to _____		\$ _____
(4) Subtotal (Lines 1+2+3)		\$ _____
(5) Team Subcontracts*		\$ _____
(6) Subcontracts		\$ _____
(7) Travel		\$ _____
(8) Other Direct Costs **		
Material _____		\$ _____
Equipment _____		\$ _____
Shipping _____		\$ _____
Reproduction _____		\$ _____
Telephone _____		\$ _____
Computer _____		\$ _____
_____		\$ _____
_____		\$ _____
Subtotal Other Direct Costs		\$ _____
(9) Subtotal (Lines 5+6+7+8)		\$ _____
(10) G&A Expense _____ % Applied to _____		\$ _____
(11) Subtotal Cost (Lines 4+9+10)		\$ _____
(12) FCCM (if applicable) _____ % Applied to _____		\$ _____
(13) _____ % Prime Contractor Award Fee***		\$ _____
_____ % <b>Cost Reimbursable Subcontracts****</b>		\$ _____
_____ % <b>Fixed Price Subcontracts*****</b>		\$ _____
Subtotal Award Fee to Prime Contractor		\$ _____
(14) Estimated Cost Plus Award Fee (Lines 11+12+13)		\$ _____
(15) General Excise Tax Applied to _____		\$ _____
(16) TOTAL ESTIMATED COST PLUS AWARD FEE (Line 14+15):		\$ _____

(See notes on next page)

## Notes for Summary of Cost Estimate:

- \* See Section L, paragraph L17 for instructions on completion of mandatory cost breakout forms for team subcontractor effort. The prime contractor shall provide the total subcontract costs on this line of its form and attach a breakdown by function.
- \*\* All direct costs not included under any other element on this form must be entered here. See Section L, paragraph L17 for further information concerning complete identification of costs.
- \*\*\* ***Award Fee will not be applied to costs for travel, Contractor-acquired property including third party rentals, Facilities Capital Cost of Money (FCCM), and subcontracts.***
- \*\*\*\* ***Award Fee will not be applied to costs for travel, Contractor-acquired property including third party rentals, Facilities Capital Cost of Money (FCCM), and fee on subcontracts.***
- \*\*\*\*\* ***Award Fee will not be applied to fee on subcontracts.***

**ATTACHMENT JL.12**  
**OF SECTION J**  
**(REPLACED IN ITS ENTIRETY)**

Enclosure (3) of  
Amendment No. 5



General Decision Number HI970001

General Decision Number HI970001

Superseded General Decision No. HI960001

State: Hawaii

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

RESIDENTIAL

County(ies):

STATEWIDE

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECT

(consisting of single family homes and apartments up to and

including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

AND DREDGING

Modification Number

Publication Date

0

02/14/1997

COUNTY(ies):

STATEWIDE

ASBE0132A 10/01/1996

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.	25.50	14.09

BOIL0204A 10/01/1996

	Rates	Fringes
BOILERMAKERS	26.25	13.76

BRHI0001A 08/26/1996

	Rates	Fringes
BRICKLAYERS; Caulkers; Cement Block Layers; Cleaners; Pointers; and Stonemasons	25.37	11.15

BRHI0001B 08/26/1996

	Rates	Fringes
TERRAZZO WORKERS:		
Terrazzo Workers	25.37	11.15
Terrazzo Base Grinders	23.56	11.15
Terrazzo Floor Grinders and Tenders	22.01	11.15
Terrazzo Floor Grinders	20.51	11.15

BRHI0001C 08/26/1996

	Rates	Fringes
MARBLE MASONS	25.37	11.15

BRHI0001D 08/26/1996

	Rates	Fringes
TILE LAYERS (CERAMIC)	25.37	11.15
TILE LAYER FINISHERS (CERAMIC)	22.01	11.15

CARP0745A 08/26/1996

	Rates	Fringes
CARPENTERS:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers; and Transit and/or Layout Man	26.40	13.45
Millwrights	26.65	13.45
Power Saw Operators (2 H.P. and over)	26.55	13.45

CARP0745B 08/26/1996

	Rates	Fringes
DRYWALL HANGERS	26.65	13.42

CARP0745C 08/26/1996

	Rates	Fringes
LATHERS	26.60	12.95

ELEC1186A 08/15/1996

	Rates	Fringes
ELECTRICIANS:		
Electricians	27.05	4.28+30.6%
Technicians	27.86	4.28+30.6%
Cable Splicers	29.76	4.28+30.6%

ELEC1186B 08/15/1996

	Rates	Fringes
LINE CONSTRUCTION:		
Linemen	27.05	4.28+30.6%
Technicians	27.86	4.28+30.6%
Heavy Equipment Operators	24.35	4.28+30.6%
Cable Splicers	29.76	4.28+30.6%
Groundmen; Truck Drivers	20.29	4.28+30.6%

ELEV0126A 10/04/1996

	Rates	Fringes
ELEVATOR MECHANICS	31.965	6.12+a+b
a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.		
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.		

ENGI0003H 08/26/1996

	Rates	Fringes
ASPHALT PAVING:		
Asphalt Raker	25.49	11.73+a
Asphalt Spreader Operator	26.77	11.73+a
Roller Operator:		
Over 5 tons	26.45	11.73+a
5 tons and under	25.22	11.73+a
Screedperson	25.80	11.73+a
Hand Roller	24.99	11.73+a
a. VACATION: Employee who has completed 1 to 9 years of service		

shall receive a vacation of 2 weeks each year with pay; 10 or more years of service, a vacation of 4 weeks each year with pay.

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ENGI0003I 08/26/1996

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	24.09	13.73
GROUP 2	24.20	13.73
GROUP 3	24.37	13.73
GROUP 4	24.64	13.73
GROUP 5	24.95	13.73
GROUP 6	25.60	13.73
GROUP 7	25.92	13.73
GROUP 8	26.03	13.73
GROUP 9	26.14	13.73
GROUP 9A	26.37	13.73
GROUP 10	26.43	13.73
GROUP 10A	26.58	13.73
GROUP 11	26.73	13.73
GROUP 12	27.09	13.73
GROUP 12A	27.45	13.73
WAGE RATES FOR TUNNEL WORK:		
GROUP 1	24.39	13.73
GROUP 2	24.50	13.73
GROUP 3	24.67	13.73
GROUP 4	24.94	13.73
GROUP 5	25.25	13.73
GROUP 6	25.90	13.73
GROUP 7	26.22	13.73
GROUP 8	26.33	13.73
GROUP 9	26.44	13.73
GROUP 9A	26.67	13.73
GROUP 10	26.73	13.73
GROUP 10A	26.88	13.73
GROUP 11	27.03	13.73
GROUP 12	27.39	13.73
GROUP 12A	27.75	13.73

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Rodman or Chainman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to

waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Instrument Man; Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator; Underbridge Personnel Aerial Platform (over 50 feet of platform). GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Chief of Party; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell,

waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Instrument Man; Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator; Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Chief of Party; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell,



Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds.); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c.); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

#### HELICOPTER WORK:

Pilot of Helicopter	28.26	13.73
Co-Pilot of Helicopter	28.09	13.73
Airborne Hoist Operator for Helicopter	27.95	13.73

#### DIVERS (AQUA LUNG) (SCUBA):

Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	38.78	13.73
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	48.15	13.73
Stand-by Diver (Aqua Lung) (Scuba)	29.40	13.73

#### DIVERS (OTHER THAN AQUA LUNG):

Diver (Other than Aqua Lung)	48.15	13.73
Stand-By Diver (Other than		

Aqua Lung)	29.40	13.73
Diver Tender (Other than Aqua Lung)	26.37	13.73
BOOMS AND/OR LEADS (HOURLY PREMIUMS):		
The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:		
Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.35	
Booms and/or Leads of 130 feet up to but not including 180 feet	0.50	
Booms and/or Leads of 180 feet up to and including 250 feet	0.90	
Booms and/or Leads over 250 feet	1.35	
The Operator of a crane (50 tons and over) with a boom of 181 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:		
Booms of 181 feet up to and including 250 feet	1.00	
Booms over 250 feet	1.50	

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ENGI0003K 09/01/1996

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	24.37	13.73
GROUP 2	24.64	13.73
GROUP 3	21.91	7.70+a
GROUP 4	22.56	7.70+a
GROUP 5	22.88	7.70+a
GROUP 6	22.99	7.70+a
TRUCK DRIVERS CLASSIFICATIONS		
GROUP 1:	Utility, flatbed, or similar.	
GROUP 2:	Dump, 8 yards, and under (water level); water truck, up to and including 2,000 gallons.	
GROUP 3:	Tandem Dump, over 8 yards (water level); water truck (over 2,000 gallons).	
GROUP 4:	Semi-trailer, rock cans, or semi-dump.	
GROUP 5:	Slip-in or pup.	
GROUP 6:	End dumps (unlicensed); tractor trailer (hauling equipment).	
a. An employee who has completed 1 but less than 2 years service - 1 week's paid vacation; 2 but less than 10 years service - 2 weeks paid vacation; 10 but less than 15 years service - 3 weeks paid vacation; and 15 or more years service - 4 weeks paid vacation.		

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ENGI0003L 08/26/1996

	Rates	Fringes
DREDGING:		
CLAMSHELL OR DIPPER DREDGES:		
GROUP 1	27.09	13.73
GROUP 2	26.43	13.73
GROUP 3	26.03	13.73
GROUP 4	24.37	13.73
DREDGING CLASSIFICATIONS		
GROUP 1:	Clamshell or Dipper Operator.	
GROUP 2:	Mechanic or Welder; Watch Engineer.	
GROUP 3:	Barge Mate; Deckmate.	



GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGES:

GROUP 1	26.73	13.73
GROUP 2	26.58	13.73
GROUP 3	26.43	13.73
GROUP 4	26.37	13.73
GROUP 5	26.03	13.73
GROUP 6	25.92	13.73
GROUP 7	24.37	13.73

DREDGING CLASSIFICATIONS

GROUP 1: Leverman.  
GROUP 2: Watch Engineer (steam or electric).  
GROUP 3: Mechanic or Welder.  
GROUP 4: Dozer Operator.  
GROUP 5: Deckmate.  
GROUP 6: Winchman (Stern Winch on Dredge).  
GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICKS:

GROUP 1	27.09	13.73
GROUP 2	26.43	13.73
GROUP 3	26.03	13.73
GROUP 4	24.37	13.73

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).  
GROUP 2: Saurman Type Dragline (over 5 cubic yards).  
GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).  
GROUP 4: Deckhand, Fireman, Oiler.

BOAT OPERATORS:

Master Boat Operator	26.73	13.73
Boat Operator	26.58	13.73
Boat Deckhand	24.37	13.73

IRON0625A 08/26/1996

	Rates	Fringes
IRONWORKERS	23.75+a	16.06

a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

LABO0368A 08/26/1996

	Rates	Fringes
LABORERS:		
GROUP 1	20.70	10.04
GROUP 2	19.10	10.04
GROUP 3	21.70	10.04
GROUP 4	21.20	10.04
GROUP 5	20.20	10.04
GROUP 6	13.10	5.79
MASON TENDERS	20.95	10.04

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers); Asphalt Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson and similar); Concrete Bucket

Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Curer (impervious membrane and form oiler); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for tremie work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off; Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing, Concreting, and Asphalt; Curing of Concrete, mortar, and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Driller (Track, Diamond Core, and Wagon); Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills); Driller (Mechanical) (not covered elsewhere) (including multiple unit); (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500BV, Furukawa HCR-C300, Tamrock Drilltech CHA800/DHH 850 Tamrock Commando) (similar and replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose; (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C), Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of Gilsulate 500XR; Jackhammer Operator; Jacking of slip forms; All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry) (including mixer operator); Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting); Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of

streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Sandblaster (Nozzleman) handling, placing and operation of nozzle; Scaffold Erector; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Laborer; Asphalt Plant Laborer; Backfill work connected with the installation of Gilsulate 500XR; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Cemetery Laborers; Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar

installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller, Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector; Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Gunite Operator; Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Parks and Sports arenas and all recreational center employees; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting,



cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

GROUP 3: Licensed Powdermen.

GROUP 4: Gunnite Operator; High Scaler (working suspended), Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair and/or cable-suspended scaffold or work platform).

GROUP 6: Light Clean-Up.

LABO0368B 01/06/1997

	Rates	Fringes
LANDSCAPE AND IRRIGATION LABORERS:		
Group 1	15.76	4.12
Group 2	16.26	4.12
Group 3	12.76	4.12

#### LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing,

purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).

GROUP 2: Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and pruning, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid

for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

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LABO0368C	08/26/1996		
		Rates	Fringes
UNDERGROUND LABORERS:			
GROUP 1		19.70	10.04
GROUP 2		21.20	10.04
GROUP 3		21.70	10.04
GROUP 4		22.70	10.04
GROUP 5		23.05	10.04
GROUP 6		23.30	10.04
GROUP 7		23.75	10.04
GROUP 1: Watchmen; Change House Attendant			
GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen			
GROUP 3: Chucktenders and Cabetenders; Powderman (Prime House); Vibratorman, Pavement Breakers			
GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblater-Potman (combination work assignment interchangeable); Tugger			
GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman			
GROUP 6: Shifter			
GROUP 7: Shifter (Shaft Work & Raiser)			

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PAIN1791A	01/01/1997		
		Rates	Fringes
PAINTERS:			
Brush		24.75	15.00
Sandblaster; Spray		25.25	15.00

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PAIN1889A	07/01/1996		
		Rates	Fringes
GLAZIERS			
		21.30	15.15

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PAIN1926B	03/03/1996		
		Rates	Fringes
SOFT FLOOR LAYERS			
		22.40	12.95

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PAIN1944A	01/01/1997		
		Rates	Fringes
TAPERS			
		30.75	6.95

---

PLAS0630A	08/26/1996		
		Rates	Fringes
PLASTERERS			
		25.91	11.15

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PLAS0630B	08/26/1996		
		Rates	Fringes
CEMENT MASONS:			



Cement Masons	25.07	11.15
Trowel Machine Operators	25.22	11.15
<hr/>		
PLUM0675A 01/05/1997		
	Rates	Fringes
PLUMBERS, PIPEFITTERS & STEAMFITTERS	28.30	12.05
<hr/>		
ROOF0221A 11/03/1996		
	Rates	Fringes
ROOFERS	23.60	9.75
<hr/>		
SFHI0669A 01/01/1996		
	Rates	Fringes
SPRINKLER FITTERS	26.99	6.28
<hr/>		
SHEE0293A 09/01/1996		
	Rates	Fringes
SHEET METAL WORKERS	27.82	13.29
<hr/>		
SUHI1001A 08/15/1995		
	Rates	Fringes
DRAPERY INSTALLERS	12.04	1.15
<hr/>		
SUHI2001A 02/15/1996		
	Rates	Fringes
FENCE ERECTORS (Chain Link)	10.61	1.34
<hr/>		
RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or welding is incidental.		
<hr/>		

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

1 contact is not satisfactory, then the process described in 2.)  
2 and 3.) should be followed.

3  
4  
5 With regard to any other matter not yet ripe for the formal  
6 process described here, initial contact should be with the Branch  
7 of Construction Wage Determinations. Write to:

8  
9 Branch of Construction Wage Determinations  
0 Wage and Hour Division  
1 U. S. Department of Labor  
2 200 Constitution Avenue, N. W.  
3 Washington, D. C. 20210  
4

5 2.) If the answer to the question in 1.) is yes, then an  
6 interested party (those affected by the action) can request  
7 review and reconsideration from the Wage and Hour Administrator  
8 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

9  
0 Wage and Hour Administrator  
1 U.S. Department of Labor  
2 200 Constitution Avenue, N. W.  
3 Washington, D. C. 20210  
4

5 The request should be accompanied by a full statement of the  
6 interested party's position and by any information (wage payment  
7 data, project description, area practice material, etc.) that the  
8 requestor considers relevant to the issue.

9  
0 3.) If the decision of the Administrator is not favorable, an  
1 interested party may appeal directly to the Administrative Review  
2 Board (formerly the Wage Appeals Board). Write to:

3  
4 Administrative Review Board  
5 U. S. Department of Labor  
6 200 Constitution Avenue, N. W.  
7 Washington, D. C. 20210  
8

9 4.) All decisions by the Administrative Review Board are final.  
0 END OF GENERAL DECISION

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**SECTION L**  
**(REPLACED IN ITS ENTIRETY)**

Enclosure (4) of  
Amendment No. 5

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS**

<u>Para #</u>	<u>Title</u>	<u>Page #</u>
L1	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)	L-1
L2	FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (MAR 1994)	L-1
L3	FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)	L-2
L4	FAR 52.215-16 CONTRACT AWARD (ALTERNATE II) (OCT 1995)	L-2
L5	FAR 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE IV) (OCT 1995)	L-3
L6	FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	L-4
L7	FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)	L-4
L8	DFARS 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)	L-4
L9	DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)	L-5
L10	DFARS 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)	L-5

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS**

<b><u>Para #</u></b>	<b><u>Title</u></b>	<b><u>Page #</u></b>
L11	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	L-6
L12	SIGNATURE REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY	L-6
L13	NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSES	L-6
L14	INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION	L-7
L15	PRE-PROPOSAL CONFERENCE	L-7
L16	COST OR PRICING DATA	L-7
L17	SUBMISSION OF PROPOSALS	L-8

SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>FAR REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.215-5	Solicitation Definitions	JUL 1987
52.215-7	Unnecessarily Elaborate Proposals or Quotations	APR 1984
52.215-8	Amendments to Solicitations	DEC 1989
52.215-9	Submission of Offers	JUL 1995
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals	AUG 1996
52.215-12	Restriction on Disclosure and Use of Data	APR 1984
52.215-13	Preparation of Offers	APR 1984
52.215-14	Explanation to Prospective Offerors	APR 1984
52.215-15	Failure to Submit Offer	JUL 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

**L2 FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (MAR 1994)**

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may

be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document Order Desk,  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Facsimile No.....215-697-2978

Telephone Order Entry System (TOES).....215-697-1187 through 1197

**L3 FAR 52.212-7 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR Part 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L4 FAR 52.215-16 CONTRACT AWARD (ALTERNATE II) (OCT 1995)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The



Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) 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 result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, 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 is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(h) The Government may disclose the following information in post-award debriefings to other offerors: (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

L5 FAR 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE IV) (OCT 1995)

(a) Submission of cost or pricing data is not required.

- (b) Provide information described below:

The information submitted shall be at the level of detail described in Paragraph L17, Paragraph D., Volume II - Cost Proposal. ***Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), should include the costs for the Sample Project and the Program Management Office (PMO) Base Year and can be found at Section J, Attachment JL.1.***

L6 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus award fee, indefinite delivery/indefinite quantity (ID/IQ) contract resulting from this solicitation.

L7 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Code 0213  
Pacific Division  
Naval Facilities Engineering Command  
Pearl Harbor, Hawaii 96860-7300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L8 DFARS 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete Section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

L9 DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME  
(APR 1992)

(a) Definitions.

As used in this provision--

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA) without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour,  $(\$20 \times 40)$  divided by 45 = \$17.78.

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L10 DFARS 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend and actively participate in any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**L11 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

NOTE: FAR 52.223-3 and DFARS 252.223-7001 is incorporated in Section I by reference.

The Contractor will forward a completed Material Safety Data Sheet (MSDS) (on OSHA Form 174 or equivalent) to the Contracting Officer for any hazardous item delivered. The Contracting Officer will ensure that each form identifies the NSN, manufacturer's name and part number/trade name of the item procured and forward forms to the focal point of the managing service/agency in accordance with DOD Instruction 6050.5 "Hazard Communication Program."

**L12 SIGNATURE REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY**

Section K of this solicitation contains FAR 52.203-8, REQUIREMENT FOR CERTIFICATION OF PROCUREMENT INTEGRITY - ALTERNATE I (SEP 1995). The certification must be signed by the person responsible for the offer in the space provided in paragraph (b)(4) and submitted with your proposal. Failure to sign the certification may result in the offer being rejected as nonresponsive.

**L13 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSES**

This solicitation contains restrictions on Organizational Conflict of Interest which will pertain to any contract awarded hereunder, and are imposed upon the Contractor to avoid the circumstances of an unfair competitive advantage or a potential organizational conflict of interest. The application of FAR Subpart 9.5 to this procurement and/or any waivers to the terms of these provisions shall be handled in accordance with FAR Subpart 9.503.

**L14 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION**

Proposers are requested to review this solicitation, including the Statement of Work (SOW), as soon as possible upon receipt. If a proposer has any questions regarding the solicitation or SOW which require an answer from the issuing office, immediately submit these questions in writing to the address listed in Clause G2, Contract Administration Information. Questions submitted by facsimile transmission are acceptable: send to Code 0213, facsimile no. **(808) 474-1104**. Additional opportunities to submit written questions will be made available during the pre-proposal conference (see below).

**L15 PRE-PROPOSAL CONFERENCE**

A. Both a site visit and pre-proposal conference will be conducted for this solicitation; details will be furnished in a separate letter to all interested firms.

B. During the conference, a general overview of the solicitation requirements will be provided by the Government. As noted above, a further opportunity for offerors to submit written questions will be made available following the site visit.

C. Government replies to proposers' questions concerning any aspect of this Request for Proposal (RFP) will be recognized as official only if the proposer submits the question in writing, is provided a written reply by the Contracting Officer, and such questions and answers are made a part of the RFP by incorporation, in writing, by an amendment thereto. Proposers are specifically cautioned that oral discussions and replies to questions shall not have the effect of changing the provisions of the written RFP.

**L16 COST OR PRICING DATA**

There is no requirement to certify cost or pricing data in your proposal, see FAR 52.215-41 incorporated in Paragraph L5. Various pricing elements and their effect on overall cost will be competitively evaluated in comparison with other offerors.



L17 SUBMISSION OF PROPOSALS

A. Proposal Format. In response to this Request for Proposal (RFP), proposals shall be submitted to:

Commander, Pacific Division (Code 0213)  
Naval Facilities Engineering Command  
Bldg. 258, Makalapa Drive, Makalapa Crater  
Pearl Harbor, HI 96860-7300

The proposal shall be submitted in two separately bound volumes as follows:

***Volume I - Technical Proposal (original and nine copies, except for Appendix H: Corporate Personnel Policies, wherein only one (1) copy is to be provided for the prime contractor and each team subcontractor)***

***Volume II - Cost Proposal (original and eight copies, except for the Appendices, wherein only two (2) copies are to be provided for the prime contractor and each team subcontractor)***

1. The package(s) shall be marked with the name of the prime proposer, the solicitation number, and the date and time specified for receipt of proposals. No other markings shall be used on the package(s). Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-10, "Late Submissions, Modifications, and Withdrawals of Proposals (AUG 1996)".

2. Your proposal shall be specific and complete, and shall demonstrate a thorough understanding of the requirements of the Statement of Work, Sample Project, **Program** Management Office and organization, and the proposed contract instrument. It should include, where applicable, diagrams, charts, and complete explanations of the plans, schedules, and procedures you propose to follow. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete proposal are not desired. Elaborate art work and expensive presentation aids are neither necessary nor desired. Legibility, clarity, and completeness are much more important.

3. The proposal must set forth full, accurate and complete information as required by this RFP. Consequences for making false statements in a proposal may include criminal liability under 18 U.S.C. 1001. The proposal, including the completed Attachments JL.1, and JL.3 through JL.10, will become an enforceable portion of the contract. Where the Contractor's proposal exceeds the solicitation specifications either in quantity or quality of service, and the Government prefers the proposed service, the proposal shall take precedence over Section C, "Descriptions/Specs/Work Statement," of the RFP.

4. All proposals shall address the elements stated herein in the required format. The cover sheet shall contain only the name, address, and telephone number of the proposed prime Contractor and team subcontractor(s), or the proposed joint venture and joint venture partners; the solicitation number; and the proposer's name, position, and signature. Proposal clarity, organization in accordance with this solicitation, and cross referencing are mandatory. Incorporation of any material by reference is not permitted.

5. All information shall be typewritten and submitted in 8 ½" x 11" format **(except charts, graphs, and drawings)** in three-ring binders. **Type size for text shall be 12 point or larger; however, the type size for graphics, tables, and other exhibits may be smaller than the 12 point specified for text if the smaller point size used is standard for that particular software program and provided that it is legible.** Text lines shall be spaced at no less than 1 space (single space), not to exceed 55 lines per page. No pen and ink changes are allowed.

(a) A page is defined as one face of a sheet of paper containing information including title pages, text, labels, figures, indexes, and attachments. Two pages may be printed on a single sheet of paper, front and back, but will count as two pages.

(b) Pages shall be sequentially numbered within each identified subpart and appendix, and each subpart and appendix shall begin with a new sequence of numbers.

(c) Beginning and ending page numbers for each part and subpart shall be clearly identified in the Table of Contents. Parts and subparts shall be adequately indexed within each volume.

(d) Information (text, tables, etc.) may be presented in columnar format.

6. Volume I, the Technical Proposal, shall be prepared in accordance with the instructions provided in Paragraph B., below, "Volume I - Technical Proposal."

7. Volume II, the Cost Proposal, shall be prepared in accordance with the instructions provided in Paragraph D., below, "Volume II - Cost Proposal." The complete proposal shall include both Volumes I and II.

B. Volume I - Technical Proposal. Volume I shall be the technical proposal covering the proposer's understanding of the work and the proposed method of attaining contract objectives. **To assist in the preparation of your technical proposal, refer to the breakdown of the estimated cost plus award fee for the base year and each option year in Section B, Supplies or Services and Prices/Cost.**



1. In order that your technical proposal may be evaluated strictly on the merit of the material submitted, no cost information shall be included therein. If estimated labor hours are included, they shall be stated in labor hour figures only, with no indication as to the cost of these labor hours. Proposers will organize their proposals to directly correspond with the Parts and Subparts as noted below.

2. To facilitate the evaluation, the technical proposal should be sufficiently detailed and complete to clearly and fully demonstrate that the proposer has a thorough understanding of the requirements. However, proposers are advised that excessive wordiness may detract from the value assigned to a proposal. Substantial extraneous information in the technical proposal may be construed as indicative of the proposer's ignorance of the subject or a casual approach to the RFP. Statements that the prospective proposer understands and can or will comply with all specifications, statements paraphrasing the statement of work or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used", etc., will be considered insufficient.

3. In the event that use of subcontractor(s) in a "team" approach is proposed, wherein the subcontractor(s) will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, or on a consistent overflow basis, a "team" relationship will be considered. In such instances, the prime shall clearly identify the limits of responsibility for each team subcontractor. Failure on the part of the prime contractor to utilize the proposed "team" member in the accomplishment of the effort may result in a Government decision to resolicit the requirement.

4. In the event that the use of a Joint Venture is proposed, wherein the joint venture partners will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, or on a consistent overflow basis, clearly identify the limits of responsibility for each joint venture partner. Failure on the part of the joint venture to utilize the proposed partner in the accomplishment of the effort may result in a Government decision to resolicit the requirement. Also, see Section H, Paragraph H17; and submit evidence as required in the paragraph. The evidence and documents should be attached in Part 1, Subpart 5, "Joint Venture Agreements," as described below in paragraph B.5.

5. Format Instructions, Volume I, Technical Proposal.

(a) Volume I, Part 1, shall contain a Cover Page, Table of Contents (***with "Glossary of Terms" limited to one page, if desired***), List of Tables, List of Figures, and Joint Venture Agreements/***Teaming Agreements*** (see Paragraph B.4, above). Volume 1, Part 2, shall contain the text of four subparts: technical understanding factors; corporate experience/past performance factors; management factors; and resources factors. ***Volume 1, Part 3, shall contain Appendixes A through J.***

(b) The text of Part 2, Subparts 1 through 4, shall be limited to no more than 100 pages. Pages submitted beyond these limits will not be considered in the evaluation. ***The proposal and alternate proposal for the Sample Project shall be attached as Appendix A and Appendix B, respectively. The proposal and alternate proposal for the Program Management Office shall be attached as Appendix D and Appendix E, respectively.***

(c) Part 3, Appendix A (proposed approach to the Sample Project), shall be limited to no more than 25 pages. ***Appendix B (alternate proposal for the Sample Project) shall also be limited to 25 pages. Appendix D (proposed approach toward the establishment of a Program Management Office and organization) shall be limited to 15 pages. Appendix E (alternate approach toward the establishment of a Program Management Office) shall also be limited to 15 pages.*** Appendix F (Subcontracting Plan(s)) shall be prepared on the form provided in Section J, Attachment JC.9. Appendix G (description and examples of your proposed CMS system) shall be limited to 10 pages. Pages submitted beyond these limits will not be considered in the evaluation.

(d) ***There will be no page limits for Appendixes C, H, I, and J of Part 3.*** However, they shall consist of completed forms or examples without lengthy text more appropriately included in the main proposal.

6. The contents of the technical proposal shall be formatted as follows:

**PART 1**

Subpart 1: Cover Page

Subpart 2: Table of Contents (***with "Glossary of Terms" limited to one page, if desired***)

Subpart 3: List of Tables

Subpart 4: List of Figures

Subpart 5: Joint Venture Agreements/***Teaming Agreements***

**PART 2 (Text of Subparts 1-4, 100 page limit overall)**

- Subpart 1: Technical Understanding Factors
- Subpart 2: Corporate Experience/Past Performance Factors
- Subpart 3: Management Factors
- Subpart 4: Resources Factors

**PART 3 (Appendixes to be completed and attached)**

- Appendix A: Offeror's proposed technical approach to the Sample Project,  
25 page limit  
(See Paragraph C., Subpart 1, (e.), below.)
- Appendix B: ***Offeror's alternate proposed technical approach to the  
Sample Project, 25 page limit  
(See Paragraph C., Subpart 1, (f), below.)***
- 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.)***
- Appendix D: Offeror's proposed approach to establishment of a Program  
Management Office and organization, 15 page limit  
(See Paragraph C., Subpart 3, (b), below.)
- Appendix E: ***Offeror's alternate proposed approach to establishment of  
a Program Management Office and organization,  
15 page limit (See Paragraph C., Subpart 3, (c), below.)***
- Appendix F: Subcontracting ***Plan(s)***  
17 page limit ***with maximum 2-page attachment***  
(See Paragraph C., Subpart 3, (e) (1), below.)
- Appendix G: Contract Management System, Description and Examples,  
10 page limit  
(See Paragraph C., Subpart 3, (d), below.)
- Appendix H: Corporate Personnel Policies  
(See Paragraph C., Subpart 3, (i), below.)
- Appendix I: Summary, Key Personnel Experience Forms, (JL.5-1, JL.5-2,

JL.5-3)  
(See Paragraph C., Subpart 4, (a), below.)

Appendix J: Personnel Experience Form (Resumes), (JL.6)  
(See Paragraph C., Subpart 4, (d), below.)  
Position Descriptions of "Other Personnel"  
(See Paragraph C., Subpart 4, (e), below.)

C. Part 2 of the Technical Proposal shall contain the following evaluation factors:

**1. Subpart 1. Technical Understanding Factors:** Each of the areas set forth below shall be addressed in order to demonstrate your understanding and technical approach to the work to be performed under this contract.

(a) Demonstrate your overall understanding of UXO clearance technology and science. Address the following:

(1) Your familiarity with and understanding of various available UXO detection equipment and technologies that can consistently and reliably detect UXO to depths of greater than four feet which would be the best candidates for use on Kaho'olawe Island Reserve.

(2) Your familiarity with and understanding of UXO detection equipment and technologies that can consistently and reliably detect UXO to depths of up to four feet which would be the best candidates for use on Kaho'olawe Island Reserve.

(3) Identify the UXO detection equipment and technology that you will use to perform the Kaho'olawe UXO clearance work, reliably and consistently to depths up to four feet, and greater than four feet, including capabilities, limitations, and statistical implications. Describe the decision making process which you have utilized in choosing this UXO detection equipment and technology.

(b) Demonstrate your overall understanding of the technical and regulatory requirements that you must meet that will allow you to successfully utilize your chosen UXO detection equipment, technologies, and clearance techniques on Kaho'olawe.

(c) Demonstrate your overall understanding of the technical and regulatory requirements and parameters that you must meet to perform all tasks identified in the RFP, Section C, "Description/Specs/Work Statement," except for UXO clearance (which is addressed in subparagraphs (a) and (b) above). Describe your knowledge of federal, state, local, and Kaho'olawe Island Reserve Commission (KIRC) rules and regulatory requirements governing all operations in Hawaii as they relate to the required work on Kaho'olawe. Discuss your experience in dealing with Clean Air Act (CAA) requirements, Clean Water Act (CWA) requirements, waste reduction requirements,

resource recycling, energy conservation, and efficient use of energy requirements, and identify what measures you will implement in your Kaho'olawe work to assure compliance with these requirements.

(d) Demonstrate your overall understanding of cost-effective logistics requirements necessary to support all work on Kaho'olawe; identify unique logistics issues and your approach to resolving them.

(e) Provide a technical proposal that includes your methods and plans to accomplish the work specified in the Sample Project as described in Attachment JL.2. Attach your proposal as Appendix A of Volume I, Part 3. (Note: Do not attach cost information. The cost proposal for the sample project shall be included in Volume II, Part 3, Subpart 1.)

(1) The sample project is representative of the work to be performed under this contract. It is based on projects that may be issued under the contract, but which have been altered for purposes of evaluating technical and cost proposals. The intent is to provide an opportunity for proposers to demonstrate their technical understanding and approach in relation to work that is characteristic of the contract. The sample project shall be proposed in accordance with the RFP, Section C, "Description/Specs/Work Statement," and shall be consistent with statements made elsewhere in your proposal concerning your technical understanding, management expertise, corporate experience/past performance, and personnel resources. The Sample Project shall also be proposed in accordance with paragraph B.5(c) above.

(2) Proposers should make reasonable assumptions based on their understanding of the project and the use and capabilities of their chosen UXO clearance equipment, techniques, and technologies. All assumptions shall be documented and justified in the proposal.

(f) ***Provide an alternate technical proposal to accomplish the work specified in the Sample Project, attach your proposal as Appendix B, in Volume I, Part 3.*** (Note: Do not include a detailed cost estimate for the recommended changes; however, in Volume II, Part 3, provide a cost benefit analysis outlining the effect of your recommended changes.) Describe any changes in the Sample Project, including the contract specifications, that you would propose which would still permit accomplishment of the general intention of the Sample Project, but in a more beneficial and/or cost effective manner. The alternate technical proposal shall be consistent with statements made elsewhere in your proposal concerning your technical understanding, corporate experience/past performance, management expertise, and personnel resources.

(1) Proposers are strongly encouraged to use creativity in their approach. Innovative ideas and methods should be identified and underlying assumptions clearly set forth. Provide justification and discuss the benefits associated with changing any



aspect of the work.

(2) The proposer agrees that any ideas submitted in the alternate proposal become the property of the Government, and can be used in the accomplishment of further work or planning under this contract, or other Government contracts, whether or not the contract has been awarded to the proposer.

**2. Subpart 2. Corporate Experience / Past Performance Factors:**

(a) Describe your company's experience and relevant past performance within the past five years as they relate to the tasks listed below. Separately identify the contribution and experience of the Prime Contractor and each Team Member, and for each of the partners in a Joint Venture. This shall be in sufficient detail to permit the Government to conduct a performance risk assessment based upon your current and past record of performance.

(1) Establishment and management of range/operations control, and execution of explosive and operational safety programs as applied to UXO clearance operations. Adherence to safety instructions, policies, procedures, and guidelines. Include safety record, show number of manhours worked for each project and the number and nature of lost-time accidents incurred on each;

(2) Involvement and familiarity with field and emerging technologies in UXO detection and clearance; describe your corporate experience in the development of a strategy for the identification of new and emerging UXO technologies. Indicate how you will use your experience in the review of new technologies which may become available during the life of the contract. Provide a description of how your present review process is used for making an assessment of the cost effectiveness of a new or innovative approach.

(3) UXO detection and removal to depths up to four feet, and greater than four feet, on a consistent and reliable basis;

(4) Managing cost type contracts. Indicate dollar amounts and description of project, the number and types of problems encountered, and the effectiveness of corrective actions taken.

(5) UXO treatment, handling, and disposal;

(6) Thermal treatment/thermal desorption/low temperature thermal stripping (UXO and non-UXO);

(7) Work within federal, state, and local regulations pertaining to UXO clearance and environmental cleanup;

(8) Work in a relatively isolated location with little or no infrastructure, to include mobilization, demobilization, and other logistics considerations;

(9) Operating and maintaining a remote base camp(s) with no developed resources;

(10) Providing professional historic preservation, **engineering and construction** services in support of **both** large and complex projects **and projects located in remote locations**;

(11) Performing architectural and engineering designs (civil, structural, mechanical, electrical) and associated infrastructure construction in an isolated location with no developed natural resources;

(12) Collecting, managing and reporting field data (UXO and non UXO) including operation and upgrade of data management and electronic reporting systems;

(13) Experience preparing hazardous waste disposal plans, hazardous waste manifests and other necessary documents to transport and dispose of hazardous waste off-site, including experience in successfully transporting and disposing hazardous waste off-site. **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.**

**(14) Transportation of UXO, demolitions materials and explosives.**

**(15) Explosives storage operations.**



(6) Thermal treatment/thermal desorption/low temperature thermal stripping (UXO and non-UXO);

(7) Work within federal, state, and local regulations pertaining to UXO clearance and environmental cleanup;

(8) Work in a relatively isolated location with little or no infrastructure, to include mobilization, demobilization, and other logistics considerations;

(9) Operating and maintaining a remote base camp(s) with no developed resources;

(10) Providing professional historic preservation, **engineering and construction** services in support of **both** large and complex projects **and projects located in remote locations**;

(11) Performing architectural and engineering designs (civil, structural, mechanical, electrical) and associated infrastructure construction in an isolated location with no developed natural resources;

(12) Collecting, managing and reporting field data (UXO and non UXO) including operation and upgrade of data management and electronic reporting systems;

(13) Experience preparing hazardous waste disposal plans, hazardous waste manifests and other necessary documents to transport and dispose of hazardous waste off-site, including experience in successfully transporting and disposing hazardous waste off-site. **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.**

**(14) Transportation of UXO, demolitions materials and explosives.**

**(15) Explosives storage operations.**

(b) Provide a summary of your corporate experience and past performance for all Prime and Team Subcontractors or Joint Venture partners on the forms provided in Section J., **Attachment JL.3-1 and JL.3-2 and attach to Volume I of your Proposal, Part 3, Appendix C.** Include the following information in the summary table:

- (1) Project name and location;
- (2) Ordnance removal method;
- (3) Type of ordnance removed;
- (4) Quantity of ordnance removed;
- (5) Major issues during clearance;
- (6) Existing concentration prior to clearance;
- (7) Ordnance concentration after clearance;
- (8) **Scheduled and actual project duration (start and completion dates);**
- (9) **Total negotiated and actual project cost**
- (10) Company portion of the total cost (negotiated/actual)
- (11) Key management and technical personnel;
- (12) Status: Prime (P), Subcontractor (S), or Joint Venture Partner (JV);
- (13) Client reference (Owner, point of contact, address, phone number).

(c) Offerors shall also provide a Company Experience Form, using the format in Section J, Attachment JL.4, for each project submitted as experience on Attachment JL.3 **and attach to Volume I of your Proposal, Part 3, Appendix C. 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.** When assessing performance risk, the Government will focus its inquiry into the offeror's record of performance as it relates to the solicitation requirements. When discussing your company's experience in the text, briefly describe the circumstances surrounding any of the following as they apply to the projects submitted:

- (1) The scope of the work and its complexity;
- (2) Tasks completed appreciably ahead of schedule;
- (3) Realization of substantial cost savings;
- (4) Explanation of any problems encountered, including cost growth or delays, and corrective actions taken;
- (5) Efforts in coordinating with regulatory agencies;
- (6) Differentiate subcontracting from "in-house" performance;
- (7) Projects undertaken using various UXO clearance equipment, techniques, and technologies; and
- (8) Technical reports written.

**3. Subpart 3. Management Factors:** Address each of the following areas in order to demonstrate your overall management approach.

(a) Furnish your contract accomplishment strategy as follows:

(1) Provide your plan for support of operations at all sites. Delineate those functions which will be subcontracted and identify major subcontractors by assigned functions. Demonstrate your ability to concurrently plan, accomplish, monitor and control numerous, diverse, technically complicated projects of varying costs and schedule requirements.

(2) Furnish your task management plan, including methods for determining labor requirements and the level and amount of supervision required on individual tasks, your plan for maintaining internal and external communication, methods for applying quality assurance to individual tasks, and approach for resolving problems on tasks.

(3) Describe your Health and Safety program (as required by 29 CFR 1910.120, 29 CFR 1910.1200, 29 CFR 1926, the Army Corps of Engineers Safety and Health Requirements Manual EM385-1-1, and the RFP, Section C, "Description/Specs/Work Statement"). Address how your company enforces the requirements.

(4) Describe your Quality Control program and discuss how your company will comply with the requirements of the RFP, Section C, "Description/Specs/Work Statement."

(5) Describe how you plan to deal with any Organizational Conflict of Interest, especially with regard to contracts held or performed with other Department of Defense, Federal, or State agencies, or regulatory bodies.

(b) Provide a proposal which describes your overall approach to the establishment of a Program Management Office (PMO) and organization. Attach your proposal as Appendix D, in Volume I, Part 3. (Note: Do not attach cost information. The cost proposal for your program management office and organization shall be included in Volume II, Part 4, Subpart 1. Do not include your CMS as part of your PMO proposal. Your CMS proposal shall be included as **Appendix G** as discussed in paragraph (d), below.) Your PMO proposal shall be for the base year only, and **should separate recurring and non-recurring effort as described in Paragraph B1 of Section B**. The proposal shall be in accordance with the requirements outlined in Section C, "Descriptions/Specs/Work Statement," and be consistent with statements made elsewhere in your proposal concerning your technical understanding, corporate experience, management expertise, and personnel resources. Your proposal shall provide an organization plan to include the following:

(1) The location of corporate headquarters, regional office(s), and other office(s). Indicate how your key management personnel will maintain close liaison with the Contracting Officer and Contracting Officer's Technical Representative (COTR), and where the key management personnel will be located.

(2) A description and rationale of the overall proposed project organization, including subcontractors. Provide appropriate organization charts. Indicate to what extent your firm has worked with the proposed subcontractors in the past. Include a staffing plan with the names and positions of management personnel assigned to program management functions. Describe how the proposed project organization will interact with your home office organization. Identify sources of administrative support. **Discuss any differences in the proposed organizational structure for the base year which may occur in the option years. No costs should be proposed for the option years.**

(3) The level and type of personnel who will interact with the COTR. (The COTR will be responsible for the technical management of the entire proposed contract.) Additionally, indicate level and type of personnel who will interact with the Government Project Design Engineer (PDE). (The PDE will be responsible for the technical overviews of an individual task order.)

(4) Describe the depth and size of your organization, indicating the extent to which your Home Office or Branch Office regular employees will be used to support this project. Provide this data in summary form, indicating number of personnel by category, such as Cost Engineers, Planning and Scheduling Engineers, Procurement Personnel, and Contract Administrators.

**(c) Provide an alternate proposal which describes your overall approach to the establishment of a Program Management Office (PMO) and organization, attach your alternate proposal as Appendix E, in Volume I, Part 3.** (Note: Do not include a detailed cost estimate for the proposed changes; however, in Volume II, Part 4, Subpart 2, provide a cost benefit analysis outlining the effect of your recommended changes.) Your alternate proposal should meet the general intent of such an office and organization; however, you are strongly encouraged to use an innovative approach in your proposed establishment of a management organization, its staffing plan, size, and location. **Your alternate proposal shall be for the base year only. Discuss any differences in the proposed organizational structure for the base year which may occur in the option years. No costs should be proposed for the option years.**

(1) In your alternate plan, describe how communication and liaison will be maintained; how subcontractor effort will be managed, and the extent and manner of involvement with your corporate offices and/or other offices. Your underlying assumptions should be clearly identified. Provide justification and rationale for changing any aspects of the work as described in Section C, "Description/Spec/Work Statement". The proposal should be consistent with statements made elsewhere in your proposal concerning your technical understanding, corporate experience/past performance, management expertise, and personnel resources.

(2) The proposer agrees that any ideas submitted in the alternate proposal become the property of the Government, and can be used in the accomplishment of further work or planning under this contract, or other Government contracts, whether or not the contract has been awarded to the proposer.

(d) Provide information regarding your proposed Contract Management System (CMS). Your description shall be in accordance with Section C, "Descriptions/Specs/Work Statement", and be consistent with statements made elsewhere in your proposal concerning your technical understanding, management expertise, corporate experience, and personnel resources. Attach your proposal as Appendix G, in Volume I, Part 3. Include the following information:

(1) Description of your CMS capabilities regarding the accumulation and use of data, specifically for tasks such as planning and scheduling, variance analysis, cost estimating, budgeting and budget variance reporting, accounting reports, technical reports, required submittals and other relevant reports. From a recent project, provide brief examples of reports generated through your CMS such as a network diagram, a cost/schedule report, variance report, cost estimate, QC Report, etc.

(2) Software, type, and minimum hardware capability requirements. The CMS shall have the ability to download and extract data from the KIGIS.

(3) Name of company that produces the software.

(e) Using the format at Attachment JC.9, "Subcontracting Plan," furnish your proposed subcontracting approach, indicating how required levels of expertise will be maintained while developing opportunities for participation of small and small disadvantaged businesses. Subcontracting Plan(s) shall also be required from all joint venture partners or team subcontractors that are large business concerns. Attach your Subcontracting Plan(s) as Appendix F, in Volume I, Part 3.



(1) In addition, discuss in your Subcontracting **Plan(s)** how you intend to provide a preference for small and small disadvantaged businesses located in the State of Hawaii in the award of subcontracts. Include the types of business opportunities available and how your allocation of prime and subcontract effort to businesses located in the State of Hawaii will contribute to the overall success of the project. Indicate the value of the work to be awarded to these firms and whether or not firm commitments have been established. Identify any outreach efforts taken and/or planned. **Attach this information (maximum of two pages) at the end of the 17-page Subcontracting Plan(s).**

**(2) Provide information on prior performance in complying with requirements of FAR 52.219-8 Utilization of Small, Small Disadvantaged Business, and Women-Owned Small Business Concerns, and 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan; and the extent of participation of such firms in terms of the value of the total acquisition.**

(f) **Describe in sufficient detail how you plan to use a Geographic Information System (GIS) to manage all graphical and non-graphical data associated with the UXO Clearance Project. Demonstrate your ability to manage the GIS on a daily basis using your company resources. Indicate how you plan to improve the technology of the GIS as new data becomes available. The Government will provide existing KIGIS data to the Contractor as a Modular GIS Environment (MGE) project file (See Section C.6.6 of the RFP). (Note: Do not include a detailed cost estimate for your proposed GIS; however, if you propose to use a GIS other than the Government-provided KIGIS, in Volume II, Part 5, provide a range of costs for any developmental work.)**

(g) **(Deleted in its entirety)**

(h) **(Deleted in its entirety)**

(i) **Identify and attach a copy of personnel policies and procedures for each team subcontractor as well as for the prime contractor. Attach as Appendix H, in Volume I, Part 3. Note: Only one copy is required to be submitted with the Original Technical Proposal, Volume I.**

(j) If your property system is not approved, describe your plan to obtain approval within six months following award of the contract. Describe the system by which the Government property procured under this contract will be controlled, accounted for, maintained, and safeguarded.

(k) Provide your management plan for the provision or purchase of all equipment and material necessary for the performance of this contract.

#### 4. Subpart 4. Resources Factors:

(a) Provide an outline of your proposed organizational structure in accordance with Section C, "Descriptions/Specs/Work Statement", paragraph 1.3, "Personnel Requirements". Your organizational structure should incorporate position titles and functional responsibilities for the personnel listed in Section C, paragraph 1.3, subparagraphs a, b, and c.

**(b) Following your proposal for an organizational structure and incorporation of position titles and functional responsibilities in accordance with Section C, paragraph 1.3, you may separately propose an alternate organizational structure; innovation and creativity is encouraged. The alternate organizational structure may involve changes to the positions, position title, personnel qualifications, and functional responsibilities of Key Personnel, Non-Key Personnel, and those positions listed in Section C, Paragraph 1.3, Subparagraph c, Other Personnel.**

(c) Describe your key personnel's experience or ability to perform tasks such as UXO detection, removal, and disposal; to perform remedial actions for treating contaminants under CERCLA, RCRA, or state regulated programs; ability to administer cost type contracts; ability to implement an effective QC program; ability to perform engineering studies and designs; ability to provide health and safety oversight; ability to perform archaeological research investigation, and writing reports; and ability to perform quality control. Summarize the experience of key personnel using the forms provided in Section J., Attachments JL.5-1, JL.5-2, and JL.5-3, "Summary, Key Personnel Experience." Attach the completed forms as Appendix I, in Volume I, Part 3. Include the following information on the appropriate forms:

(1) On form JL.5-1, list each key personnel, **the proposed position title**, years or months experience with your firm, years or months experience with other firms, education degree(s)/specialization and the year received, and active registration/year first registered, and discipline.

(2) On form JL.5-2, for each key personnel, list project name, project description, role on project, actual project cost, actual project duration, project issues of concern, and owner name, point of contact and phone number.



(3) On form JL.5-3, specifically for those key personnel with UXO clearance experience, **provide the proposed position title in the "Title" column and list the following in the "Comments" column:** UXO clearance project experience sorted by type of UXO detection and removal; project name; quantity and types of UXO detected and removed; types of terrain and depths to which UXO was removed, and safety record. Briefly describe the complexity of the projects managed, and any significant accomplishments related to schedule and cost savings, and quality of work which were a direct result of their roles on the projects. Discuss experience or ability with various UXO equipment and technologies in various environmental conditions encountered. List any applicable technical documents authored by key personnel that relate to the UXO clearance addressed in Section C, "Description/Specs/Work Statement." The list shall indicate the type of document, such as reports written relating to similar UXO clearance actions.

(4) On form JL.5-3, for all other key personnel, describe experience or ability to perform remedial actions for treating contaminants under CERCLA, RCRA, or state regulated programs; the complexity of the projects managed and any significant accomplishments related to schedule and cost savings, and quality of work which were a direct result of their roles on the projects; and any applicable technical documents authored by the proposed key personnel that relate to items in Section C, "Description/Spec/Work Statement."

(d) Provide detailed resumes for all Key and Non-Key Personnel who are committed to work on this contract if it is awarded to your firm. Resumes shall be submitted in the format provided in Section J, Attachment JL.6, "Key Personnel Experience Form (Resume)." Include three client references (organization/company name, point of contact name, phone number). All resumes shall have the signature of the current or prospective employee to be assigned to this contract if it is awarded to your firm. The resumes shall indicate the employees who meet the training requirements of 29 CFR 1910.120. No more than one additional sheet of paper may be used if additional space is needed to expand on any of the items. Attach the completed forms as Appendix J, in Volume I, Part 3.

(e) Provide a copy of the position descriptions which outline functional responsibilities, and education and/or experience requirements, for the positions listed in Section C, "Descriptions/Specs/Work Statement", subparagraph 1.3.c, Other Personnel. Attach the position descriptions to Appendix J, in Volume I, Part 3.

(f) Furnish your staffing and recruiting plan for supporting the contract and task orders, requirement, including your past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline. Provide the percentage of each labor category and labor mix that is proposed at each work location.

D. Volume II - Cost Proposal. 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.

1. Proposers shall submit a cost proposal for the Sample Project described in Section J, Attachment JL.2. Proposers will also submit a cost proposal for the Program Management Office (PMO) for the base year as described in Section C, "Descriptions/Specs/Work Statement." The cost proposals shall contain supporting information presented in a logical format to permit trackability. Proposers will organize their proposals to directly correspond with the Parts and Subparts as noted below:

2. To facilitate the evaluation, the cost proposals should be sufficiently detailed and complete to clearly and fully demonstrate that the proposer has a thorough understanding of the requirements and that the estimated costs are consistent relative to the technical proposal.

3. If your firm is awarded the resultant contract, the rates as proposed will be used during individual task order negotiations to establish fair and reasonable costs. The Truth in Negotiation Act (10 U.S.C. 2306a) will apply to these negotiations. The award fee rate(s) will be incorporated into the contract and applied to estimated costs negotiated for each task order.

4. Since a cost realism analysis will be conducted during evaluation, your cost proposal must be consistent with your technical proposal. For example, if you propose to use a specific technology in-house, then you must have shown the technical expertise for that technology in your technical proposal. Also, the labor rates proposed for personnel labor categories must be based on the labor rates for the same personnel proposed in the technical proposal.

5. Format Instructions, Volume II, Cost Proposal

**(a) Volume II, Part 1 shall contain a Cover Page, Standard Form 1448 Proposal Cover Sheet, Table of Contents (with "Glossary of Terms" limited to one page, if desired), List of Tables, and List of Figures. Part 2 shall contain the completed forms at Sections A and K of the RFP. Part 3, Subpart 1 shall contain the cost proposal for the Sample Project. Part 3, Subpart 2 shall also contain the cost benefit analysis for the proposed alternative to the Sample Project. Part 4, Subpart 1 shall contain the cost proposal for the Program Management Office (PMO) for the base year. Part 4, Subpart 2 shall contain the cost benefit analysis for the proposed alternative to the establishment of the PMO. Part 5 shall contain a range of costs associated with the Geographic Information System and Part 6 shall contain Appendices A through G.**

(b) Each proposal shall include a cost estimate prepared in accordance with the Hazardous, Toxic, Radioactive Waste (HTRW) Work Breakdown Structure (WBS), the completed forms from Section J, Attachments JL.7 through JL.10, and other supporting information.

(c) The text of Volume II, the Cost Proposal, is not limited to any specific number of pages. All forms shall be completed, however, do not include lengthy text on the forms that should be more appropriately included in the main proposal.

**(d) It is strongly recommended that the HTRW WBS cost estimates and Cost Breakout forms for the Sample Project and PMO be submitted on a 3-1/2" diskette in the Microsoft Excel Version 5.0 format. If there is a discrepancy between the hard copy and the electronic file, the hard copy will take precedence.**

6. The contents of the cost proposal shall be formatted as follows:

**PART 1**

- Subpart 1. Cover Page
- Subpart 2. Standard Form 1448, Proposal Cover Sheet  
(see Paragraph L5)
- Subpart 3. Table of Contents **(with "Glossary of Terms" limited to one page, if desired)**
- Subpart 4. List of Tables
- Subpart 5. List of Figures

**PART 2**

Subpart 1. Solicitation, Offer, and Award Form (SF 33 from Section A of the RFP)

Subpart 2. ***Representations, Certifications, and other Statements of Offerors (from Section K of the RFP).***

**PART 3 (No page limit)**

Subpart 1. Cost Proposal, Sample Project

- (a) HTRW WBS: Propose at Level 4 for Direct Costs, Level 5 for UXO Clearance. Use Attachment JC.5 for Level 5
- (b) Completed Memorandum of Agreement, Direct Labor Rates And Maximum Award Fee. Use forms at Attachment JL.7
- (c) Indirect Rates and Ceilings Form(s). Use forms at Attachment JL.8
- (d) Cost Breakout Forms, Sample Project. Use forms at Attachment JL.10
- (e) Other Supporting Information

***Subpart 2. Alternate Approach, Sample Project***

- (a) Attach Cost Benefit Analysis

**PART 4 (No page limit)**

Subpart 1. Cost Proposal: Program Management Office (PMO), Base Year

- (a) HTRW WBS: Propose at Level 4 for Direct Costs
- (b) Completed Memorandum of Agreement, Direct Labor Rates And Maximum Award Fee. Use forms at Attachment JL.7
- (c) Indirect Rates and Ceilings Form(s). Use forms at Attachment JL.8
- (d) Cost Breakout Form(s), PMO. Use forms at Attachment JL.10
- (e) Other Supporting Information

Subpart 2. **Alternate Approach, Program Management Office (PMO),  
Base Year**

- (a) Attach Cost Benefit Analysis

**PART 5 (No page limit)**

**Geographic Information System (GIS): Range of Costs**

**PART 6 (Appendixes to be completed and attached for the Prime Contractor and each Team Subcontractor)**

Appendix A: Company Policy on Uncompensated Overtime: Summarize Company Policy on the Identification of Ratios Form, from Section J, Attachment JL.9  
(See Paragraph F., Subparagraph 1, (c), below.)

Appendix B: Company Positions: Nomenclature and Descriptions  
(See Paragraph F., Subparagraph 2, below.)

Appendix C: Staffing Plan  
(See Paragraph F., Subparagraph 3, below.)

Appendix D: Company Policy on Vacations, Sick Leave, and Holidays  
(See Paragraph F., Subparagraph 4, (c), below.)

Appendix E: Compensation Plan for Professional Employees  
(See Paragraph F., Subparagraph 9, below.)

Appendix F: Current Financial Report with Supporting Data  
**(See Paragraph F., Subparagraph 14, below)**

Appendix G: Cost Accounting Standards Disclosure Statement  
(See Paragraph F., Subparagraph 11, below.)

7. Definitions. Use the following definitions when completing your cost proposal.

(a) Executive Labor - All labor provided by personnel who meet the definition of an executive employee as defined in 29 CFR 541.1.

(b) Administrative Labor - All labor provided by personnel who meet the definition of an administrative employee as defined in 29 CFR 541.2.

(c) Professional Labor - All labor provided by personnel who meet the definition of a professional employee as defined in 29 CFR 541.3.

(d) Material - All products which are installed or expended at the project site which are not removed when the project is completed. Examples include items which are turned over to the Government after completion of the task such as native plants and construction materials. Items included in equipment rental rates such as fuel, oil, and other maintenance items are excluded.

(e) Equipment - All items with a value of \$1,000 or more which are used to complete the project but are not expended on the project. Examples include excavation equipment, treatment systems which are removed from the project upon completion of the task order, and temporary offices.

(f) Technical Team Member - Any subcontractor that is included in the technical proposal whose capabilities will be evaluated along with the prime contractor.

(g) Joint Venture - As defined in FAR 19.101(g)(1), "A joint venture for size determination purposes is an association of persons and/or concerns with interests in any degree or proportion by way of contract, express or implied, consorting to engage in and carry out a single specific business venture for joint profit, for which purpose they combine their efforts, property, money, skill, or knowledge, but not on a continuing or permanent basis for conducting business generally. A joint venture is viewed as a business entity in determining power to control its management."

(h) Contractor Team Arrangement - As defined in FAR 9.601, "'Contractor team arrangement' means an arrangement in which --

(a) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(b) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program."

8. Hazardous, Toxic, Radioactive Waste (HTRW) Work Breakdown Structure (WBS) Instructions:

(a) The cost proposal for the Sample Project and the PMO for the Base Year shall include a cost breakdown of direct costs in accordance with the HTRW WBS. Provide a summary of first level (Account Number) direct costs, second level (System) direct costs, third level (Subsystem) direct costs, fourth level (Assembly Category) direct costs, and a detailed cost breakdown of fifth level (UXO Clearance) direct costs using the appropriate task account numbers. The fifth level is unique to this contract and is provided at Section J, Attachment JC.5.



(b) Costs shall be presented in a manner that will enable the Government to conduct a thorough, comprehensive, and detailed evaluation. Each task shall be broken down into the following elements:

- (1) QUANTITY. Indicate quantity for the line item, relating to the corresponding unit of measure.
- (2) UNIT OF MEASURE. Indicate unit of measure, relating to the corresponding rate. The units may vary between WBS levels.
- (3) RATE. Indicate hourly rates for direct labor as listed in Attachments JL.7 and JL.10, equipment rates, or cost per unit of measure for other direct costs, as appropriate.
- (4) DIRECT LABOR. Itemize level of effort for each labor category proposed for the task, as identified in Attachments JL.7 and JL.10. Do not include fringes.
- (5) EQUIPMENT. Itemize each type of equipment proposed for the task.
- (6) MATERIAL. Itemize each type of material proposed for the task.
- (7) SUBCONTRACT. Itemize individual subcontracts proposed for the task.
- (8) OTHER DIRECT COSTS (ODCs). Itemize all ODCs proposed for the task.

(c) ***Note that travel requirements should be included under the appropriate WBS task numbers for Travel and Per Diem.*** Each travel requirement should be itemized showing the rate and quantity. Itemize Per Diem and Airfare/Local Transportation separately under each travel requirement.

E. Contents of Cost Proposal:

1. **PART 1 (Self explanatory)**
2. **PART 2 (Self explanatory)**



### 3. PART 3

(a) **Subpart 1. Cost Proposal, Sample Project:** In order to provide a consistent method of evaluating cost proposals, the Government has included a Sample Project described in the RFP at Section J, Attachment JL.2, for use in completing the forms at Section J, Attachments JL.7 through JL.10. The proposals shall be based upon the Sample Project Write Up at Attachment JL.2 and Section C, "Description/Specs/Work Statement," and be consistent with the methodologies proposed in the technical proposal.

**(1) Proposers are required to include, if applicable, estimated labor hours, labor rates, and costs associated with total direct labor, subcontracts, travel, other direct costs, indirect rates, award fee, and general excise tax.**

(2) Proposers are also required to provide a summary and detailed cost breakdown of direct costs organized in accordance with the HTRW WBS format. In particular, the detailed breakdown of direct costs should be prepared up to Level Four and Level Five (for UXO Clearance) of the HTRW WBS (Attachment JC.5). Based on this information, calculate the total estimated cost for completing each task. Total projected costs will be used to determine how cost competitive each company is relative to other proposers. The basis for the cost estimate shall be provided as part of the supporting information required for Volume II.

**(3) In addition, the Sample Project cost proposal breakdown of direct cost by HTRW WBS should be separately identified by costs associated with UXO Clearance, Base Camp and Temporary Roadway Improvements. A summary of direct costs for each of the services identified above should also be provided.**

(b) **Subpart 2. Alternate Approach, Sample Project:** Note: DO NOT include a detailed cost estimate for your alternate approach to the Sample Project. **Provide a cost benefit analysis for the proposed alternate approach to the Sample Project outlining the effect of your recommended changes.**

### 4. PART 4

(a) **Subpart 1. Cost Proposal, Program Management Office (PMO) Base Year:** In response to the Government's requirement for a PMO and Organization Plan described in the RFP, Section C, and Paragraph C., Subpart 3, paragraph (b), above, proposers are required to submit a cost proposal consistent with the methodologies proposed in the technical proposal.

**(1) Proposers are required to include, if applicable, estimated labor hours, labor rates, and costs associated with total direct labor, subcontracts,**

**travel, other direct costs, indirect rates, award fee, and general excise tax.**

(2) Complete the forms provided at Section J, Attachments JL.7 through JL.10.

(3) Proposers are also required to provide a summary and detailed cost breakdown of direct costs organized in accordance with the HTRW WBS format. In particular, the detailed breakdown of direct costs should be prepared up to Level Four of the HTRW WBS. Based on this information, calculate the total estimated cost for completing each task. Total projected costs will be used to determine how cost competitive each company is relative to other proposers. The basis for the cost estimate shall be provided as part of the supporting information required for Volume II.

**(b) Subpart 2. Alternate Approach, Program Management Office (PMO)**

**Base Year:** Note: DO NOT include a detailed cost estimate for your alternate approach to the establishment of a PMO. ***Provide a cost benefit analysis for the proposed alternate approach to the PMO outlining the effect of your recommended changes.***

**5. PART 5**

***Geographic Information System (GIS): Provide a range of costs for any developmental work if you propose to use a GIS other than the Government-provided KIGIS. The range shall be representative of the effort proposed in Paragraph C, Subpart 3, (f), of Volume I above.***

**6. PART 6 (Self explanatory)**

**7. Mandatory Submission of Forms.**

(a) The cost proposals to be completed and attached in Part 3 and Part 4 shall include the completed forms corresponding to the Sample Project and the PMO effort for the base year. The forms include the Memorandum of Agreement for Direct Labor Rates and Maximum Award Fee (Attachment JL.7); Indirect Rates and Ceilings Form (Attachment JL.8); Identification of Ratios for Base Year (Attachment JL.9); and Cost Breakout Forms (Attachment JL.10). The rates proposed on the forms at Attachments JL.7 through JL.9 should be the same if used for the Sample Project cost proposal and the PMO cost proposal. Each of the labor categories must be listed on the Cost Breakout Forms for any straight time and overtime hours estimated to be required.

***(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).**

(c) Any labor categories intended to be used during contract performance which are covered under the SCA or DBA, and which are not listed in the applicable wage determination, shall be subject to conformance procedures.

(d) Proposers must note provisions set forth in the solicitation relating to maximum rates and complete the Memorandum of Agreement for Direct Labor Rates and Maximum Award Fee, Indirect Rate Projection Form, and Cost Breakout Forms, as provided in Section J, Attachments JL.7, JL.8, and JL.10, respectively. Proposers must summarize their "Company Policy on Uncompensated Overtime" (to be submitted in Part 6, Appendix A, of your Cost Proposal) on the worksheet provided in Section J, Attachment JL.9, Identification of Ratios for the Base Year.

(e) For SCA or DBA labor categories, contract ceiling rates will be established at a percentage over the minimum rates set forth in the applicable wage determinations. Enter the proposed percentage rates on the forms provided in Section J, Attachment JL.7-3.

(1) One percentage figure will apply to SCA categories and another percentage figure will apply to DBA categories. Therefore, the rates estimated on the Cost Breakout Forms must be consistent with respect to the maximum percentages proposed over the wage determination rates, i.e., all SCA categories must be proposed at a single percentage over the applicable wage determination rates and all DBA categories must be proposed at a single percentage over the applicable wage determination rates (although two different percentages may be proposed for SCA versus DBA).

(f) Proposers MUST provide justification for the percentages proposed. It is important to note that the proposed rates on the Cost Breakout Forms will be used for evaluation purposes and will also be evaluated with respect to the allowable rates shown on Attachment JL.8 and maximum rates shown on Attachments JL.7 for realism of proposed rates. A proposal containing two unrelated sets of rates, one for evaluation purposes and another for establishing maximum rates, will not be acceptable.

(g) If your proposal includes subcontracting any portion of the effort in a "team" approach, additional cost breakout and rate projection forms must be duplicated and provided for each technical team member proposal (see paragraph (h) below). It will be necessary to adjust the hours and applicable other direct costs to reflect the division of effort between the prime contractor and the subcontractor(s). Separate team subcontractor forms must be provided for each of the cost proposals associated with the Sample Project and PMO.

(h) Attach a separate sheet which breaks out the "Subcontract" total into amounts for Team Subcontractors and amounts for lower tier subcontractors with the function to be performed, such as transportation. Detailed support shall be provided showing the nature and extent of the work involved.

(i) The forms provided in Section J, entitled, Memorandum of Agreement (Attachment JL.7), Indirect Rates and Ceilings (Attachment JL.8), and Identification of Ratios (Attachment JL.9), must be completed and submitted with your proposal for the prime and each proposed team subcontractor. Proposers should note that all ceiling provisions will apply to the team subcontractors as well as to the prime contractor, and that the applicable ceiling rates set forth on Attachments JL.7 and JL.8 will be included in the contract resulting from this solicitation.

(j) Proposals must completely identify all costs that are known or should be known to the proposer so that an equitable cost evaluation can be conducted by the Government. Proposers are cautioned that failure to identify significant costs prior to award may be interpreted by the Government as an inability to control costs or a possible lack of good faith, and adverse action may be taken as a result.

F. Supporting Information for Cost Proposal. ***The supporting information described in the following paragraphs must be provided for each team subcontractor as well as for the prime contractor. Small business concerns are not required to submit Appendix G, cost Accounting Disclosure Statement, described in Subparagraph 11, below.*** Proposers are required to provide the following information in exactly the same order as it appears below:

1. Direct Labor. Proposers are required to provide the following information to support the proposed direct labor rates:

(a) The basis for each proposed labor rate. If a composite labor rate is utilized or a labor rate is prorated over fiscal years, provide the specific details and calculations used to determine the rate.

(b) Provide current company wide average rates for each labor category.

(c) Company Policy on Uncompensated Overtime. If uncompensated overtime is proposed for Fair Labor Standards Act exempt employees, provide the required information on the form from at Section J, Attachment JL.9 (Identification of Ratios) for each affected labor category. Submit this form with your company policy as Appendix A in Volume II. In addition, provide the historical company wide percentage of uncompensated overtime and historical number of hours in excess of 40 hours per week for each labor category. The proposal shall include evidence of the Defense Contract Audit Agency or Defense Contract Management Area Office approval of the corporate policy addressing uncompensated effort.

2. Labor Category Titles. It is recognized that some of the labor category titles used in the cost forms may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison, provide the following as Appendix B in Volume II:

(a) Proposer's normally used nomenclature for each labor category identified in the cost breakout forms.

(b) Copy of the proposer's own position descriptions for each labor category proposed (including categories provided by the Government and categories unique to each proposal).

3. Staffing Plan. ***Provide a staffing plan consistent with your technical proposal indicating which labor categories will normally charge their time under indirect costs, which indirect cost burden their time is allocated to; and which labor categories will normally charge time as a direct cost.*** The staffing plan shall be submitted as Appendix C of Volume II.



4. Overhead & Fringe Benefits (Burden). It is anticipated that the estimated cost for the proposed contract may be computed on the basis of burdened rates established specifically for this operation. In view of the nature of the work, the direct labor may not be subjected to indirect costs of the same magnitude as that performed within a company's facility, or at other locations. The burdened rate(s) established should contain all provisions for payroll taxes, compensation, unemployment insurance, and/or related fringe benefits; holiday, vacation, and sick leave pay; and all other indirect costs, other than G&A expense related to the performance of the work. In computing your proposed rate(s), consideration should be given to projected increases in payroll taxes and related payroll burdens. Provide the following information in your cost proposals:

(a) Identify the basis for proposed rate(s), i.e., a company wide average rate or specifically developed for this contract, with supporting rationale.

(b) Identify cost elements comprising the proposed rate(s).

(c) Provide your Company Policy on Vacations, Sick Leave and Holidays as Appendix D of Volume II. Furnish an explanation of your company policy on the accumulation of costs for vacations, sick leave and holidays, which must be both feasible and reasonable.

(d) Identify whether or not bonuses are given to employees, and if so, where such costs are included in your accounting system as reviewed and approved by the cognizant Defense Contract Audit Agency.

(e) Compare proposed rate(s) with the rate(s) experienced during the three most recently completed fiscal or calendar years and with the current book rate experience. Costs shown must be actual experienced costs, not budgeted or billing rates.

(f) State whether the company anticipates any appreciable change in the business volume, other than the effect of the proposed contract, which would materially affect the burden rate(s).

(g) Provide information as to how the rate compares with that applicable to other company operations.

5. Travel and Other Direct Costs. Include any costs which will be directly charged in accordance with your approved accounting system. All such costs must be identified on the mandatory cost breakout forms. Conditions regarding Contractor travel are described in the RFP, Section G, paragraph G20. Costs proposed must be consistent with your cost accounting practices so that they can be identified and evaluated. Provide supporting documentation/rationale for the direct costs proposed.

6. General and Administrative (G&A) Expenses. Due to the nature of the proposed work, your company may elect to establish a unique G&A expense pool for allocation of costs to the proposed contract. Provide the following information in your cost proposal:

(a) Identify the basis for the proposed rate, i.e., a company wide average rate or specifically developed for this contract, with supporting rationale.

(b) Identify cost elements comprising the proposed rate.

(c) Compare the proposed rate with the rate experienced during the three most recently completed fiscal or calendar years and with the current book rate experience. Costs shown must be actual experienced costs, not budgeted or billing rates.

(d) State whether the company anticipates any appreciable change in the business volume, other than the effect of the proposed contract, which would materially affect the G&A rate.

(e) Provide information as to how the rate compares with that applicable to other company operations.

7. Facilities Capital Cost of Money. If Facilities Capital Cost of Money is proposed, Form CASB-CMF must be provided with the proposal for the Base Year and Option Years One through Seven.

8. Hawaii's General Excise Tax. Hawaii's General Excise Tax rate is 4.166%. In accordance with Chapter 237 of the Hawaii Revised Statutes, Section 237-13(3)(A), the General Excise Tax (GET) applies to the "gross income" to include gross receipts received as compensation, including fees.

9. Compensation Plan for Professional Employees. Provide a total compensation plan in accordance with FAR 52.222-46 setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Compensation Plan should be submitted as Appendix E of Volume II.



10. Accounting System, Billing System, and Estimating System. State whether or not your company's accounting system, billing system, and estimating system have been subjected to review and if so, the date of the last review, by whom, and whether or not they have been approved.

**(a) Describe the cost accounting system and practices of your company. Identify the basis for sharing indirect and direct costs to specific projects.**

11. **Disclosure Statement - Cost Accounting Standards Notices and Certification.**

**(a) Submit a Disclosure Statement as part of the offeror's proposal unless the offeror has already submitted a Disclosure Statement to the Administrative Contracting Officer in accordance with FAR 52.230-1 which is incorporated in Section K of the RFP. If a Joint Venture is proposed specifically for this contract, the Disclosure Statement shall be submitted for the newly formed entity and not for its individual joint venture partners. The Disclosure Statement shall be included as Appendix G of Volume II.**

**(b) FAR 30.202-6(b) states, "The Contracting Officer shall not award a CAS-covered contract until the ACO has made a written determination that a required Disclosure Statement is adequate..." If the ACO has not issued a determination of adequacy, describe how you plan to protect the Government's interest and obtain a determination of adequacy as soon as possible after award.**

12. Purchasing System. Approval of the Prime Contractor's purchasing system will be required in accordance with FAR Subpart 44.3. State whether or not your company's purchasing system has been subjected to review and if so, the date of the last review and whether or not approval has been granted.

**(a) If your purchasing system is not approved, describe your plan to obtain approval within six months following award of the contract. Describe the system by which subcontractors, vendors, and consultants are presently procured. Specify procedures for procurement of equipment, materials, supplies, and services.**

13. Property System. Approval of the Prime Contractor's property system will be required in accordance with FAR Subpart 45.1. State whether or not your company's property system has been subjected to review and if so, the date of the last review, by whom, and whether or not approval has been granted.

**14. Current Financial Report. Provide your latest complete fiscal year Financial Statements (audited if available)**

**SECTION M**  
**(REPLACED IN ITS ENTIRETY)**

Enclosure (5) of  
Amendment No. 5

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**TABLE OF CONTENTS**

<b><u>PARA #</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE #</u></b>
M1	PRE-AWARD SURVEY	M-1
M2	BASIS FOR AWARD	M-1
M3	FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)	M-1
M4	SOURCE SELECTION	M-2
M5	BEST VALUE EVALUATION	M-2

## SECTION M EVALUATION FACTORS FOR AWARD

### M1 PREAWARD SURVEY

The Government may conduct a preaward survey of the proposals to determine whether such offerors are qualified and capable of performing the contract. The preaward survey will involve examination of the offeror's financial and technical status and understanding of the contract requirements. In accordance with FAR Subpart 9.1, offerors may be asked to provide information that will enable the Contracting Officer to make an affirmative determination of responsibility. The types of information requested will be associated with the standards set forth in FAR 9.104-1. Requested information shall be forwarded within three days of request. Failure to provide the requested information may result in rejection of the proposal.

### M2 BASIS FOR AWARD

A. The successful offeror, for purposes of award, shall be the conforming, responsible offeror proposing a technically acceptable proposal and the best value to the Government.

B. Offers shall be submitted for the performance of work for the period identified in the "Term of Contract" clause in paragraph F3 of Section F.

C. Offers are solicited on an "all or none" basis and FAR 52.215-16, "CONTRACT AWARD - ALTERNATE II (OCT 1995)" as noted in Section L, **paragraph L-4**, is hereby modified. Failure to submit offers for all of the work described shall be cause for rejection of the offer.

### M3 FAR 52.217.5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M4 SOURCE SELECTION**

Source selection procedures will be enable the Government to ensure selection of the source whose proposal has the highest degree of realism and whose performance is expected to best meet the requirements shown in Section C of this solicitation.

The best value method of source selection will be used to evaluate offers. The contract resulting from this solicitation will be awarded to the responsible offeror whose proposal, conforming to the solicitation is determined to have the greatest value to the Government considering both technical and cost factors. The evaluation will be based upon the technical and cost information submitted by the proposer in response to each of the areas provided in Section L, paragraph L17, entitled "Submission of Proposals".

**M5 BEST VALUE EVALUATION**

A. Award of this solicitation will be to the proposer who offers the best value to the Government considering technical and cost factors listed below. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L, paragraph L17, which affects the evaluation factors for award.

**B. Evaluation Factors:**

Responses to the Request for Proposal will be evaluated based on (1) technical factors, and (2) cost factors.

1. Technical Factors. The offeror's technical proposal will be evaluated to determine whether the offeror possesses the capability required to successfully perform the requirements included in Section C of the solicitation. The technical factors are listed below and are of equal importance:

- (a) Technical Understanding
- (b) Corporate Experience/Past Performance
- (c) Management
- (d) Resources

2. Cost Factors. The costs will be evaluated to determine reasonableness and realism of the proposals. Proposed costs may be adjusted, for purposes of evaluation only, in order to conduct a cost realism evaluation.

C. 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. The proposals will be rated and ranked based on the evaluation factors and subfactors listed below. Excessive wordiness may detract from the value assigned to a proposal.

D. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work.

E. The factors and subfactors are listed below:

#### TECHNICAL PROPOSAL

1. Technical Understanding. The following subfactors are listed in descending order of importance:

(a) Level of understanding and technical feasibility of the Contractor's proposed approach to accomplish the Unexploded Ordnance (UXO) work specified in Section C, Description/Specifications/Work Statement.

(b) Level of understanding of technical and regulatory requirements to perform UXO clearance actions on the Kaho'olawe Island Reserve.

(c) Level of understanding of all technical and regulatory requirements to successfully accomplish all of the work stated in Section C, with the exception of UXO clearance work which is addressed in paragraph b above. Level of understanding of federal, state, local, and Kaho'olawe Island Reserve Commission (KIRC) rules. Feasibility of implementation measures to assure the requirements of the Clean Air Act, Clean Water Act, waste reduction, resource recycling, energy conservation, and efficient use of energy are met. Level of understanding of special logistics requirements and the feasibility of the approach in handling and managing the logistics to accomplish all work on Kaho'olawe.

(d) Sample Project: Level of understanding, feasibility of approach, demonstration of innovative and cost-effective methods, and plan for meeting all communication, reporting and deliverable requirements.

(e) Sample Project, Alternate Approach: Innovativeness, feasibility of proposed approach, clearly identified underlying assumptions, demonstrated savings as documented in the cost benefit analysis, understanding of interrelatedness of requirements, and appropriateness of recommendations for changes in the Sample Project, including the contract specifications.



2. Corporate Experience/Past Performance. The Contractor will be evaluated on their corporate experience and past performance as it relates to the following subfactors. The subfactors will be measured by such indicators as quality, timeliness, cost, schedule, and operational effectiveness. The number and severity of an offeror's problems, the effectiveness of corrective actions taken, and the relevance of past performance information will also be considered. Firms lacking relevant past performance history shall receive a neutral evaluation for past performance. The following subfactors are listed in descending order of importance (except that subfactor (a) is equivalent in importance to subfactors (b) through (j) combined):

(a) UXO-related detection and clearance as listed in descending order of importance:

(1) Searching, detecting, identifying, and removing surface and subsurface UXO and UXO related materials to depths up to four feet, and greater than four feet.

(2) Establishment and management of range operations/control and related UXO clearance operational safety programs.

(3) Transportation of UXO, demolitions materials and explosives.

(4) Explosives storage operations.

(5) UXO treatment/handling/disposal. **Work within federal, state, and local regulations pertaining to UXO clearance. Included is thermal treatment/thermal desorption/low temperature thermal stripping of UXO residue from UXO and non-UXO items.**

**(b) Company experience on UXO and non-UXO projects as they relate to the type of work expected to be performed on this contract.**

**(c) Adherence to UXO safety requirements/regulations, and overall safety record. Include the experience and safety records of all UXO and non-UXO firms on UXO projects. Include the experience and safety records of all non-UXO firms on non-UXO projects.**

**(d) Management of cost type contracts and effectiveness in dealing with any technical and/or management problems encountered. Project duration/costs, company costs, key management and technical personnel and references.**

**(e) Work within federal, state, and local regulations pertaining to environmental cleanup.** Preparation of hazardous waste disposal plans, hazardous waste manifests and other necessary documents to transport and dispose hazardous waste off-site, as well as transporting and disposing hazardous waste off-site, including

2. Corporate Experience/Past Performance. The Contractor will be evaluated on their corporate experience and past performance as it relates to the following subfactors. The subfactors will be measured by such indicators as quality, timeliness, cost, schedule, and operational effectiveness. The number and severity of an offeror's problems, the effectiveness of corrective actions taken, and the relevance of past performance information will also be considered. Firms lacking relevant past performance history shall receive a neutral evaluation for past performance. The following subfactors are listed in descending order of importance (except that subfactor (a) is equivalent in importance to subfactors (b) through (j) combined):

(a) UXO-related detection and clearance as listed in descending order of importance:

(1) Searching, detecting, identifying, and removing surface and subsurface UXO and UXO related materials to depths up to four feet, and greater than four feet.

(2) Establishment and management of range operations/control and related UXO clearance operational safety programs.

(3) Transportation of UXO, demolitions materials and explosives.

(4) Explosives storage operations.

(5) UXO treatment/handling/disposal. **Work within federal, state, and local regulations pertaining to UXO clearance. Included is thermal treatment/thermal desorption/low temperature thermal stripping of UXO residue from UXO and non-UXO items.**

**(b) Company experience on UXO and non-UXO projects as they relate to the type of work expected to be performed on this contract.**

**(c) Adherence to UXO safety requirements/regulations, and overall safety record. Include the experience and safety records of all UXO and non-UXO firms on UXO projects. Include the experience and safety records of all non-UXO firms on non-UXO projects.**

**(d) Management of cost type contracts and effectiveness in dealing with any technical and/or management problems encountered. Project duration/costs, company costs, key management and technical personnel and references.**

**(e) Work within federal, state, and local regulations pertaining to environmental cleanup.** Preparation of hazardous waste disposal plans, hazardous waste manifests and other necessary documents to transport and dispose hazardous waste off-site, as well as transporting and disposing hazardous waste off-site, including

sampling and testing, remediation of hazardous waste, hazardous material and other contaminated materials.

**(f) Working in a relatively isolated location with little or no infrastructure, to include mobilization, demobilization, and other logistics considerations.**

**(g) Operating and maintaining base services, or facilities operations in a remote location.**

**(h) Providing historic preservation, and engineering and construction services in support of both large and complex projects and projects located in remote locations.**

**(i) Providing specialized engineering and technical competence in preparing plans, and specifications. Also, competence in geographic information systems, data management, (to include collecting, managing, operating, and reporting field data [UXO and non-UXO]), land surveying, and compliance with environmental, medical, and historic preservation requirements.**

**(j) Identifying and incorporating new and emerging technologies, as well as the development and employment of cost-effective, innovative ideas and methods.**

3. Management. The following subfactors (a) and (b) are equal in importance; subfactors (c) through (l) are in descending order of importance after subfactors (a) and (b); and each one of subfactors (a), (b), and (c) are of significantly greater importance than subfactors (d) through (l):

(a) Quality, comprehensiveness, and feasibility of contract strategy to accomplish UXO clearance operations, including task management plan; approach to health and safety, quality control program, cost control and cost minimization, work area communications, command and control plans; and strategy to effectively manage various ongoing task orders with interrelated types of work.

(b) PMO Proposal: Level of understanding of PMO requirements, level of understanding of interrelatedness of requirements, quality and reasonableness of proposed organization (including subcontracts and Home/Branch Office involvement), rationale for proposed organizational structure (including differences between base year and option years), reasonableness of staffing plan, effectiveness of levels of supervision and communication, effective corporate support, method and effectiveness of liaison between Government/Contractor staff, and approach to management of subcontracting effort.

(c) PMO Proposal, Alternate Approach: Innovativeness, feasibility of proposed alternate approach, clearly identified underlying assumptions, level of

understanding of PMO requirements, level of understanding of interrelatedness of requirements, quality and reasonableness of proposed organization (including subcontracts and Home/Branch Office involvement), rationale for proposed organizational structure (including differences between base year and option years), reasonableness of staffing plan, effectiveness of levels of supervision and communication, effective corporate support, method and effectiveness of liaison between Government/Contractor staff, and approach to management of subcontracting effort, and demonstrated savings as documented in the cost benefit analysis.

(d) Thoroughness, clarity, and applicability of the interrelations between planning, scheduling, cost estimating, accounting, managing, and reporting of the proposed Contract Management System (to include financial and management systems).

(e) The extent of participation of small, small disadvantaged and women-owned small businesses as noted in your Subcontracting Plan, **Attachment JC.9**. The level of commitment will be measured by the firms specifically identified, extent of commitment to use such firms, the complexity and variety of the work small firms are to perform, and the realism of the Plan.

(1) Proposed approach to provide preference for small and small disadvantaged business concerns located in the State of Hawaii including the following: 1) feasibility of your plan, 2) available business opportunities and how the prime and subcontract effort will contribute to the successful overall performance, 3) value of work to be awarded, 4) your established commitments (if any) to small and small disadvantaged business concerns located in the State of Hawaii, and 5) the feasibility and extent of your outreach efforts.

(f) Prior performance in complying with requirements of FAR 52.219-8 Utilization of Small, Small Disadvantaged Business, and Women-Owned Small Business Concerns, and 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan; and the extent of participation of such firms in terms of the value of the total acquisition.

(g) ***Feasibility of the Contractor's plans for the proposed GIS, level of daily management effort and data coverage, level of complexity of usage, plans to improve GIS technology, and derived benefits to the Government.***

(h) ***(deleted in its entirety)***

(i) ***(deleted in its entirety)***

(j) Reasonableness and completeness of personnel policies and procedures.

- (k) Adequacy and/or approval of property administration system.
- (l) Strategy to effectively minimize purchase of Government property.

4. Resources. The following subfactors are listed in descending order of importance:

(a) ***Qualifications and experience of Key Personnel and Non-Key Personnel, and position descriptions of Other Personnel listed in Section C, "Descriptions/Specs/Work Statement", paragraphs 1.3, (a), (b) and (c).***

(b) Quality and feasibility of staffing and recruiting plan for providing sufficient qualified personnel to perform the types and volume of unexploded ordnance clearance and explosive operations actions described in Section C, "Descriptions/Specs/Work Statement".

(c) Quality, feasibility, and comprehensiveness of the alternate approach to the Contractor's organizational structure for **Key**, Non-Key and Other Personnel. Adequacy of proposed changes to the minimum personnel qualifications.

#### COST PROPOSAL

1. Although cost is not as important as technical, it is a significant factor.

(a) Cost Realism: In analyzing cost under this solicitation, the realism of the proposed costs will be considered. As used herein, the term "cost realism" pertains to the proposer's ability to project costs which can be reasonably expected to be incurred in the performance of a resulting contract consistent with its technical proposal, and which reasonably indicate that the proposer understands the nature and scope of the services to be performed. Proposed costs may be adjusted, for purposes of evaluation only, in order to conduct a cost realism evaluation which, at a minimum, will include an analysis of all elements detailed in Section L, paragraph L17.D. Congruence between the technical and cost proposals shall also be utilized to determine the realism of proposed costs.

(b) Cost Reasonableness: Proposed rates and the total estimated costs will be evaluated and compared with other cost proposals to determine how cost competitive each firm is relative to other proposers.

NOTE: FAR 52.222-46, "Evaluation of Compensation for Professional Employees", is applicable to this requirement. This provision states in part: "Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements."