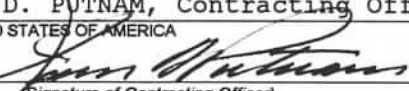


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 56	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE See Blk 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Commander, Pacific Division (Code 021) Naval Facilities Engineering 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							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 _____ 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 <input type="checkbox"/> is not, <input type="checkbox"/> 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) incorporate questions and answers, (2) provide replacement pages as a result of this amendment, and (3) incorporate administrative changes.							
(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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				JAMES D. PUTNAM, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		97 MAR 10	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

Encl: (1) Replacement Pages (Section C)
(2) Replacement Pages (Section K)
(3) Replacement Pages (Section L)
(4) Replacement Pages (Attachment JC.6)
(5) Replacement Pages (Section G)
(6) Replacement Pages (Attachment JL.2)
(7) Replacement Pages (Section M)
(8) Replacement Pages (Section H)
(9) Replacement Pages (Attachment JL.8)

- A. Replacement pages are provided in enclosures (1) through (9).
- B. Attachment JC.6 is provided in enclosure (4) and includes miscellaneous administrative changes.
- C. The changes in Amendment No. 0006 are identified in bold italics.
- D. The hour and date specified for receipt of offers is not extended 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.

SECTION C:

Insert the following paragraph:

"1.2.1.1. Partnering. The Contractor shall participate in a continuous, cooperative process with the Navy and the Kaho'olawe Island Reserve Commission (KIRC) to meet the objectives of the Unexploded Ordnance Clearance Project on the Kaho'olawe Island Reserve and the requirements specified in the Scope of Work."

The replacement page is provided in enclosure (1).

SECTION K:

Delete Page K-31. Paragraph K26 (located on Page K-31) is already included on Page K-30 as a result of Amendment No. 0005, answer to Question No. 109 on Page 67 of 97.

Page K-12, Paragraph K11(a)(3), replace the last line with the following:

"...furnish a product which it did not itself manufacture, is 500 employees."

Page K-12, Paragraph K11(b)(2), replace the last line with the following:

"...not a small disadvantaged business concern."

Page K-12, Paragraph K11(c), first paragraph, replace the first line with the following:

"(c) Definitions. "Small business concern," as used in this provision, means a..."

Page K-13, Paragraph K11(c), second paragraph, replace the first line with the following:

"Small disadvantaged business concern," as used in this provision, means a small..."

Page K-13, Paragraph K11(c), third paragraph, replace the first line with the following:

"Women-owned small business concern," as used in this provision, means a small..."

The replacement pages are provided in enclosure (2).

SECTION L:

On Page L-37, Paragraph L17.F.11(a), incorporate the following on the third line after "...the Administrative Contracting Officer...":

Insert: "...and cognizant Contract Auditor..."

The replacement page is provided in enclosure (3).

GENERAL QUESTIONS:

1. Question

To what extent will the Contractor retain liability for UXO clearance activities after the contract expires?

Answer:

The Contractor will retain liability for UXO clearance activities after the contract expires to the extent such liability is actionable under the contract or other prevailing law.

2. Question

Based upon our reading and interpretation of the RFP as amended to date, we understand that the Contractor will not be liable for any pre-existing hazardous, toxic, or other EPA or governmental agency restrictive or controlled substances and that the Navy will at all times retain title to all hazardous, toxic, UXO residual, and other controlled substances. Please confirm that our interpretation is correct.

Answer:

The duties or responsibilities of the Contractor and the Navy under this contract would be the same as is normally contemplated under non-time sensitive removal action activities under CERCLA.

3. Question

After review of the RFP, as amended, we understand it is the Navy's intention as indicated in the scope of work that "environmental restoration" when applied to the contract includes only the environmental restoration activities necessary, and contained in task orders, to address the specific areas of the island which are affected by project task activities. Conditions of pre-existing soil erosion and other pre-existing conditions of environmental damage are not included in the contract requirements and are not the responsibility of the contractor. Part 4.0 of Section C contains the requirements for environmental protection as they relate to the contract. Please confirm that our understanding is correct?

Answer:

Conditions of pre-existing soil erosion and other pre-existing conditions of environmental damage are not included in the contract requirements and are not the responsibility of the Contractor unless included in a task order issued under the contract.

4. Question

Reference: Permits

1) Who would be the applicant? 2) Owner is the State; agency is COMNAVBASE via NAVFAC. Does the Contractor have status to apply for a permit? Normally the permit application would be signed by the Owner.

Answer:

No permits are required for onsite response actions under CERCLA, in accordance with 40 CFR 300.400(e). However, a permit will be required for work offsite. The applicant would be the Navy; the Contractor would be responsible to prepare the appropriate paperwork for the Navy; COMNAVBASE would sign the permit for the Navy.

5. Question

Existing base camp facilities include some structures dedicated for use by the Navy and the KIRC. 1) Does the Government intend that these facilities remain dedicated to these organizations during the term of the contract? 2) How much administrative space is the contractor required to provide for the Navy and the KIRC on Kaho'olawe?

Answer:

(1) Yes. However, the Government will consider an alternate proposal from the Contractor.

(2) Government and KIRC administrative support space to be provided by the Contractor on Kaho'olawe will be determined in a future Task Order.

6. Question

(1) Has a water resource study for Kaho'olawe been commissioned by the Navy or other Government entity? (2) If so, will the Government make the results of that study available to bidders?

Answer:

(1) Yes.

(2) The results of the water resource study will be made available to offerors upon completion if available prior to the closing date of the RFP.

7. Question

Will the successful bidder be allowed to use the Navy Supply System to support this contract?

Answer:

No.

SPECIFIC QUESTIONS:

1. <u>Page</u>	<u>Ref.</u>	<u>Question</u>
B-2 to B-9	B1	Should the cost proposal be estimated by Contractor calendar year or Government fiscal year?

Answer:

As noted in Amendment 0005, answer to Question No. 3 under Specific Questions, the Contractor is no longer required to complete Section B.

2. <u>Page</u>	<u>Ref.</u>	<u>Question</u>
C-1	1.1	This section should be amended to include a statement that pursuant to Title X of the FY94 DoD Appropriations Act, the title to the island of Kaho'olawe was transferred to the State of Hawai'i on May 7, 1994.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-1, Paragraph 1.1, add the following at the end of the paragraph:

"Pursuant to Title X of the Department of Defense Appropriations Act, 1994, the title to the island of Kaho'olawe was transferred to the State of Hawai'i on May 09, 1994."

The replacement page is provided in enclosure (1).

<u>3. Page</u>	<u>Ref.</u>	<u>Question</u>
C-1	1.2.1	An additional item should be added to the list of Scope of Work activities. This item should state that the Contractor shall assist the Government in the development of the MOU-required Cleanup Plan in consultation with the KIRC.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-3, Paragraph 1.2.1, add the following after Paragraph 1.2.1(v):

"w. Assist the Government in developing the Cleanup Plan discussed in the Regulatory Framework, Attachment JC.2, Page 5, Paragraph III.A.2."

The replacement page is provided in enclosure (1).

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-1, Paragraph 1.1, add the following at the end of the paragraph:

"Pursuant to Title X of the Department of Defense Appropriations Act, 1994, the title to the island of Kaho'olawe was transferred to the State of Hawai'i on May 09, 1994."

The replacement page is provided in enclosure (1).

<u>3. Page</u>	<u>Ref.</u>	<u>Question</u>
C-1	1.2.1	An additional item should be added to the list of Scope of Work activities. This item should state that the Contractor shall assist the Government in the development of the MOU-required Cleanup Plan in consultation with the KIRC.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-3, Paragraph 1.2.1, add the following after Paragraph 1.2.1(v):

"w. Assist the Government in developing the Cleanup Plan discussed in the Regulatory Framework, Attachment JC.2, Page 5, Paragraph III.A.2."

The replacement page is provided in enclosure (1).

4. Page	Ref.	Question
C-2, C-49	1.2.1.j 10.9	(1) Under what regulations will air transportation operate to and from Kaho'olawe, FAA or Office of Aircraft Services? (2) What are the Federal Air regulations under which a fixed or rotary wing carrier must operate? Is it Part 119, 121, or 135? (3) If operations will be conducted under OAS, what are the equipment requirements (i.e., communications and configurations)?

Answer:

(1) Transportation regulations will depend on the type of air transportation services proposed by the offeror.

(2) and (3) The offeror is responsible for conducting the required research in order to determine the applicable requirements for its proposed transportation services.

5. Page	Ref.	Question
C-3	1.2.3	This section should be expanded to specify that historic properties protection efforts under the contract shall be conducted pursuant to the requirements of the Site Protection Agreement contained in Appendix B of the Regulatory Framework.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-3, Paragraph 1.2.3, add the following at the end of the paragraph:

"Historic properties protection efforts shall be conducted pursuant to the requirements of the Site Protection Agreement contained in Appendix B of the Regulatory Framework."

The replacement page is provided in enclosure (1).

6. Page	Ref.	Question
C-3	1.2.5	This section indicates that the Work Plan shall contain, as appendices, the Project Management Plan, Health and Safety Plan, Environmental and Natural Resources Protection Plan, Historic Preservation Plans, Transportation Plan, etc. However, Section JC.6., pages JC.6 iii-36-37 make no reference to inclusion of such plans as appendices. Section JC.6 should be amended as necessary to be consistent with the requirements of Section C.

Answer:

Section C, Paragraph 1.2.5 requires submittal of the plans identified above as appendices to the Work Plan. Attachment JC.6, Part B, Page JC.6 ii-1, identifies the requirements for submission of the plans, and Attachment JC.5, HTRW RA WBS, includes line items for the plans. Attachment JC.6, Part C, will be amended to incorporate the plans as appendices.

Under Attachment JC.6, Page JC.6 iii-37, Part C, Paragraph 2, Column 8 Remarks, insert the following after paragraph 2:

"3. The Work Plan shall include the following work category plans as appendices:

- (a) Program Management Plan.
- (b) Health & Safety Plan.
- (c) Environmental and Natural Resources Protection Plan.
- (d) Historic Preservations Plan.
- (e) Transportation Plan.
- (f) Facilities, Equipment and Infrastructure Plan.
- (g) Range Control Operations Plan.
- (h) Quality Assurance Project Plan.
- (i) Close Out Plan."

The replacement page is provided in enclosure (4).

7. Page	Ref.	Question
C-7 C-6	1.2.6.1	The table appears to omit 20mm target practice and piercing projectiles from the small arms category. Such projectiles are non-explosive, technically do not constitute UXO remnants, and do not fit within the small arms size ranges specified on the chart. If these projectiles were fired at Kaho'olawe, is it intended that they be left on the island, or is this an omission from the chart?

Answer:

Small arms are defined in Section C, Paragraph 1.2.6.1 as .22" to 50 cal. (5.56mm to 50 cal). UXO includes ALL items which contain explosives, with no minimum size limit. A 20mm HE projectile is considered to be UXO. Until a projectile has been assessed for explosive content it must be assumed to be UXO. Section C, Paragraph 1.2.6.2 establishes the minimum Tier II detection criteria for 20mm with casing at 6" (15.2 cm).

8. Page	Ref.	Question
C-8	1.2.6.2	Recent data observed in the report entitled "Unexploded Ordnance Advanced Technology Demonstration Program at Jefferson Proving Ground (PH II)" and dated June 1996 (US Army Environmental Center report SFIM-AEC-ET-CR-96170), showed the highest probability of detection was 85% of any geophysical method tested at JPG in Indiana. Considering the natural subsurface conditions of Kaho'olawe compared to JPG, a lower probability of detection would be expected. Were the results of this project considered in establishing the detection and confidence parameters, considering the highly magnetic nature of Kaho'olawe rock and soils? If requirements are to remain at this high level, is the Navy implying that a test bed, other than the existing "QA Range" mentioned in the Site Protection Document for geophysical methods at Kaho'olawe, will be constructed and used to verify probabilities of detection for geophysical equipment used there?

Answer:

Results from Jefferson Proving Ground were taken into consideration when formulating requirements, as were the geophysical characteristics of Kaho'olawe Island and the results of the Model Clearance Project. Facilities on Kaho'olawe will be employed for detection verification.

<u>9. Page</u>	<u>Ref.</u>	<u>Question</u>
C-10	1.3.3	With respect to the number of years of range clearance experience, please expand on what constitutes a year of range clearance experience. For example, an individual assigned to an Army Explosive Ordnance Disposal (EOD) detachment for three years may only spend one to three months involved in actual range clearance operations. That individual may do related work on installation ranges on a weekly or more frequent basis, but actual organized range clearance work may only constitute a fraction of the person's three year tour. How would that experience be counted as per the proposal?
C-14	1.3.4	

Answer:

It is understood that personnel assigned to an EOD Detachment may not be constantly executing range clearance operations. Collateral range activities may be proposed for consideration as part of the qualifying experience; see Section L, Paragraph L17.C.4(b).

<u>10. Page</u>	<u>Ref.</u>	<u>Question</u>
C-11	1.3.3.4	Project Health and Safety Manager - The Certified Safety Professional qualification appears unnecessary and may unduly restrict the number of qualified potential applicants without adding any measurable quality or safety experience to the position. In addition, it will likely increase the required salary of subject employee. We recommend that this requirement be deleted.

Answer:

Results from Jefferson Proving Ground were taken into consideration when formulating requirements, as were the geophysical characteristics of Kaho'olawe Island and the results of the Model Clearance Project. Facilities on Kaho'olawe will be employed for detection verification.

<u>9. Page</u>	<u>Ref.</u>	<u>Question</u>
C-10	1.3.3	With respect to the number of years of range clearance experience, please expand on what constitutes a year of range clearance experience. For example, an individual assigned to an Army Explosive Ordnance Disposal (EOD) detachment for three years may only spend one to three months involved in actual range clearance operations. That individual may do related work on installation ranges on a weekly or more frequent basis, but actual organized range clearance work may only constitute a fraction of the person's three year tour. How would that experience be counted as per the proposal?
C-14	1.3.4	

Answer:

It is understood that personnel assigned to an EOD Detachment may not be constantly executing range clearance operations. Collateral range activities may be proposed for consideration as part of the qualifying experience; see Section L, Paragraph L17.C.4(b).

<u>10. Page</u>	<u>Ref.</u>	<u>Question</u>
C-11	1.3.3.4	Project Health and Safety Manager - The Certified Safety Professional qualification appears unnecessary and may unduly restrict the number of qualified potential applicants without adding any measurable quality or safety experience to the position. In addition, it will likely increase the required salary of subject employee. We recommend that this requirement be deleted.

Answer:

The site specific requirement for a Certified Safety Professional (CSP) is consistent with the scope, complexity, and safety risks of the project. Having a CSP on the project assures that the Contractor will have a qualified safety professional on the program staff that has experience in safety rules and regulations, that has recognized safety training, and whose professional status is recognized by certification from a national professional safety organization. The CSP requirement is not unduly restrictive, based on the available CSP population within the safety industry. Recognizing that liability costs for worker injury or death are significant, the quality added by specifying a CSP and the costs avoided, for potential safety risks, far out weigh any small incremental increase in personnel costs incurred. However, see Section L, Page L-22, Paragraph L17.C.4.(b).

<u>11. Page</u>	<u>Ref.</u>	<u>Question</u>
C-12	1.3.3.5	Range Control/Operations Officer - The minimum of 9 years of EOD/UXO field experience, including three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician seems excessive. There is no reason to assume that experience gained prior to award of the Master EOD Technician rating is not as valuable as that gained after award of the rating. The reference to "Master EOD Technician" in Section 1.3.3.5.d.1) should be deleted.

Answer:

Range control is an extremely critical position from both the operations and safety perspectives. Multiple UXO work sites, construction work sites, transit activities, and explosive operations must be coordinated and controlled to avoid safety incidents, delay and lost work effort. The required qualification as a Master EOD Technician ensures that the candidate has experience planning, managing and controlling complex concurrent multi team activities in the field.

Functional definitions of EOD Badges/qualifications:

EOD Technician: Performs field activities such as UXO detection, identification, render safe, demolitions, disposal (equivalent to worker level)

Senior EOD Technician: Plans and supervises EOD team field activities (equivalent to first level supervisor)

Master EOD Technician: Plans, manages and supervises multiple team activities (equivalent to upper level supervisor/manager)

12.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	C-15	1.3.4.5	UXO Safety Officer - We question the need for this position to require a Certified Safety Professional qualification or that this position be supervised by a Certified Safety Professional. Also, the minimum of 9 years of EOD/UXO experience, including three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician seems excessive. There is no reason to assume that experience gained prior to award of the Master EOD Technician rating is not as valuable as that gained after award of the rating. The reference to "Master EOD Technician" in Section 1.3.4.5.d.1) should be deleted.

Answer:

The site specific requirement for the UXO Safety Officer to be a Certified Safety Professional (CSP) is consistent with the scope, complexity and safety risks of the project. The Government recognizes that a CSP with UXO/EOD experience may not be readily available. To accommodate this, the alternative of supervision by a CSP has been provided. The UXO Safety Officer must ensure safety at multiple UXO work sites, construction work sites, transit activities, and explosive operations sites. The required qualification as a Master EOD Technician assures that the candidate has experience planning, managing and overseeing the safety of complex concurrent multi team activities in the field. However, see Section L, Page L-22, Paragraph L17.C.4(b).

13. Page Ref. Question

C-16 1.3.4.6 Construction Safety Officer - The Certified Safety Professional qualification appears unnecessary and may unduly restrict the number of qualified potential applicants without adding any measurable quality or safety experience to the position. In addition, this requirement will likely increase the required salary of subject employee. We recommend this requirement be deleted.

Answer:

The site specific requirement for a Certified Safety Professional (CSP) is consistent with the scope, complexity and safety risks of the project. A CSP on the project assures that the Contractor will have a qualified safety professional on the project staff who has experience in safety rules and regulations, who has the recognized safety training, and whose professional status is recognized by certification from a national professional safety organization. The CSP requirement is not unduly restrictive, based on the available CSP population within the safety industry. Recognizing that liability costs for worker injury or death are significant, the quality added by specifying a CSP and the costs avoided, for potential safety risks, far out weigh any small incremental increase in personnel costs incurred. The Government has provided the alternative of a non-certified, non-professional construction safety officer working under the direct on-site supervision of a recognized CSP. However, see Section L, Page L-22, Paragraph L17.C.4(b).

14. Page Ref. Question

C-17 1.3.4.7 UXO Quality Control Manager - We question the need for this position to require certification as a Master EOD Technician. No special or additional knowledge is required for certification as a Master EOD Technician - only additional time as a Senior EOD Technician. We recommend that the requirement for a Master EOD Technician be deleted from Sections 1.3.4.7.d and 1.3.4.7.f.1.

Answer:

The requirement for qualification as a Master EOD Technician provides significantly more than mere "time in grade". The requirement ensures that the UXO Quality Control Manager has broad experience planning, managing and overseeing complex concurrent multi team activities in the field. This is a basic requirement when addressing the scope and complexity involved in the execution of the UXO quality program. However, see Section L, Page L-22, Paragraph L17.C.4(b).

15. Page Ref. Question

C-19	1.3.4.10	Demolition Supervisor - We question the need for this position to require certification as a Master EOD Technician. We recommend that the requirement for a Master EOD Technician be deleted from Sections 1.3.4.10.b and 1.3.4.10.c.1.
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Answer:

The requirement for qualification as a Master EOD Technician ensures that the Demolitions Supervisor has adequate experience planning, managing and overseeing complex demolitions operations at the unit level in the field (detonation, burn, transportation, open storage, magazine operations). However, see Section L, Page L-22, Paragraph L17.C.4(b).

16. Page Ref. Question

C-20	1.3.4.11	Senior UXO Specialist Supervisor - We question the need for this position to require certification as a Master EOD Technician. We recommend that the requirement for a Master EOD Technician be deleted from Sections 1.3.4.11.b and 1.3.4.11.c.1.
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Answer:

The requirement for qualifications as a Master EOD Technician ensures that the Senior UXO Specialist Supervisor has sufficient experience planning, managing and overseeing complex operations in the field. The Senior UXO Specialist Supervisor plans, manages and supervises the activities of all UXO Specialist Supervisors. However, see Section L, Page L-22, Paragraph L17.C.4.(b).

17. Page	Ref.	Question
C-25	1.4.1	<p>It appears that some rewording would prevent potential misunderstanding of the training requirements listed in 1.4.1.a through f. Not all of the training courses listed should be required of all employees. For example, an employee who works in a hazardous area or handles hazardous materials would be required to complete the training listed in 1.4.1.a (40-hour course) only as initial training, with the training listed in 1.4.1.c (8-hour refresher) required every year thereafter. If the employee is part of an emergency response team, then the training specified in 1.4.1.e (16-hour Emergency Responder Training) would also be required. For individuals who are on site only occasionally and who are not likely to be overexposed to hazardous materials in excess of permissible exposure limits, the training listed in 1.4.1.b (24-hour course) is required instead of the 40-hour course. Managers of the above employees may either take the 40 hour course or the 24 hour supervisors course, depending upon the type employees supervised. The additional training listed in 1.4.1.f is required of selected employees based upon the function the employees perform. We recommend that this section be worded more clearly to provide offerors with a better understanding of the specific training they may be required to provide each employee.</p>

Answer:

The Contractor will follow the training requirements of 29 CFR 1910.120(e). The Contractor is also required to prepare a Standard Operating Procedure (SOP) for VIPs and authorized personnel making infrequent site visits to Kaho'olawe.

Under Section C, Page C-25, Paragraph 1.4.1, replace the paragraph with the following:

"1.4.1 Contractor Personnel Training. Contractor personnel shall have the required skills and qualifications to perform the requirements of this contract to include the following training as required by 29 CFR 1910.120:"

Page C-45, Paragraph 9.1, replace the last sentence with the following:

"...The Contractor shall ensure that persons and organizations requesting access to Kaho'olawe comply with the following procedures:"

Page C-46, Paragraph 9.1, insert the following after paragraph 9.1.d:

"e. Infrequent island visitors including VIPs shall follow established SOPs."

The replacement pages are provided in enclosure (1).

18. Page	Ref.	Question
C-26	1.4.1, 1.4.2	Do all Contractor personnel (including administrative/ Clerical/financial support staff) have to meet these training requirements or just those who will be deployed to Kaho'olawe?

Answer:

Contractor personnel deployed to Kaho'olawe must meet the stated requirements.
Refer to answer to Question No. 17 above.

19. Page	Ref.	Question
C-26	1.4.1.d	This paragraph refers to 24-hour Supervisor Course conforming to 29CFR 1910.120(e). Paragraph (e) in 29 CFR 1910.120 discusses 8-hour Supervisory training as a requirement. Please clarify the 24-hour Supervisor Course requirements.

Answer:

29 CFR 1910.120(e) requires the 24-hour supervisor course and does not discuss 8-hour supervisory training.

20. Page	Ref.	Question
C-26	1.4.2	The Contractor shall develop and provide training for Contractor personnel which is unique to the requirements of the Kaho'olawe UXO clearance project. Will each Task Order have a separate line item for cost of training or will that cost be paid under a separate overall Task Order for training?

Answer:

The Program Management Office (PMO) is responsible for ensuring that all of the Contractor's employees are properly trained. Accordingly, the cost of unique training requirements should be included as part of the PMO task order issued under the contract.

21. Page	Ref.	Question
C-26	1.4.2.f	The requirement for landing craft safety may or may not be relevant given a contractor's proposed method of accessing the island. For example, fixed wing aircraft or a hover craft may negate the necessity for a landing craft (LCM or LCU).

Answer:

The Scope of Work does not specify landing craft to be an LCM or LCU. A landing craft could also include a hovercraft which may also access Kaho'olawe via a beach landing. The last sentence in Paragraph 1.4.2 states that the required unique training is not limited to those listed. If a new method of transportation is approved, the Contractor must develop specific safety training for that new transportation system.

22. Page	Ref.	Question
C-26	1.4.2.1	Reference should be made to Section V.E. of the Site Protection Agreement contained in Appendix B of the Regulatory Framework. Especially, the contractor should be made aware the provision that, "All personnel shall complete the [cultural] orientation before accessing the Island for the first time, unless the KIRC and the Navy mutually waive the requirement."

Answer:

The RFP will be amended to include this statement.

Under Section C, Page C-26, Paragraph 1.4.2.1, replace the paragraph with the following:

"In addition to other briefings provided by the Navy, the KIRC will provide cultural and historical orientation regarding Kaho'olawe to all personnel. Completion of this orientation shall be a mandatory requirement for all personnel working on the island. All personnel shall complete the orientation before accessing the Island for the first time, unless the KIRC and the Navy mutually waive the requirement. Personnel initially waived from attending orientation shall complete the orientation at the earliest opportunity thereafter unless the KIRC and Navy mutually agree that orientation is not necessary. The Contractor shall coordinate this KIRC orientation with the Government. This is as required by Section V.E., Appendix B of the Regulatory Framework (Section J, Attachment JC.2)."

The replacement page is provided in enclosure (1).

<u>23. Page</u>	<u>Ref.</u>	<u>Question</u>
C-26	1.4.3	(1) For the Government-provided 24 hour UXO Specialist Refresher Course, will the training objectives, lesson plans or outlines, and any technical materials used in the training be made available prior to award? (2) Will the training be the same as was provided during the Model Project?

Answer:

(1) No.

(2) No.

24. Page Ref. Question

C-26 2.1 If one drawing is required per grid, this would require 130,000 drawings, each stored in 2 locations. What is the required scale of the contract drawings? Please clarify.

Answer:

One drawing is not required per the term "grid". Full-size contract drawing requirements shall be determined for each Task Order based on professional judgement.

25. Page Ref. Question

C-27 2.2 This section includes Section V.G. of the Site Protection Agreement (Appendix B, Regulatory Framework) which states that, "The KIRC and Navy shall jointly establish Island Rules, applicable to all personnel on the Island, to protect Kaho'olawe's natural and cultural resources during the Cleanup."

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-27, Paragraph 2.2, replace the second sentence with the following:

"As required by Section V.G., Appendix B of the Regulatory Framework, Attachment JC.2, "The KIRC and the Navy shall jointly establish Island Rules, applicable to all personnel on the Island, to protect Kaho'olawe's natural and cultural resources during the Cleanup." The Contractor shall also develop base camp rules."

The replacement page is provided in enclosure (1).

26. Page	Ref.	Question
C-27	2.3.2	Additional reference should be made in this section that green sea and/or hawksbill turtles use the beaches of Kaho`olawe for resting and possibly laying of eggs. Further native owls (pueo) are known to reside on Kaho`olawe and are of great cultural significance. The contractor should be made aware that turtles and native owls are not to be disturbed during the Cleanup.

Answer:

The RFP will be amended to incorporate this information.

Section C, Page C-27, Paragraph 2.3.2, replace the paragraph with the following:

"2.3.2 Special Requirements. Some of the island's beaches are known to be used as resting places by several endangered species, including the Hawaiian monk seal, the green sea turtle, and the hawksbill turtle. It is possible that the turtles also use the beaches for nesting. The island is also considered to be the home of a migratory bird species, the native Hawaiian owl (pueo). Work shall be scheduled to avoid interference with these species."

The replacement page is provided in enclosure (1).

27. Page	Ref.	Question
C-28	3.0	"The Contractor shall have an ongoing Health and Safety Program meeting the applicable requirements of the Occupational Safety and Health Administration (OSHA) including 29 CFR 1910.120. (1) " Are medical physical meeting the requirements as specified in 29 CFR 1910.120 and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities required for all on-island Contractor, Government and Government authorized personnel? (2) If required, will the expense of the physical examinations be a reimbursable cost?

Answer:

(1) If physical examinations are required to perform tasks in accordance with OSHA, including 29 CFR 1910.120, the Contractor, Government, and Government authorized personnel will be required to take the appropriate medical examinations.

(2) If physical examinations are required, the Contractor may propose the costs for physical examinations in accordance with its company policy and the Contractor's cost accounting system for consideration by the Government.

<u>28. Page</u>	<u>Ref.</u>	<u>Question</u>
C-29	3.2	UXO Escort: The paragraph states that the Contractor shall provide UXO escort services for up to three simultaneous deployments of Government and Government authorized personnel. Does this requirement to provide three escorts apply to the Sample Project?

Answer:

The requirement to provide UXO escort services for up to three simultaneous deployments of Government and Government-authorized personnel apply to the Sample Project.

<u>29. Page</u>	<u>Ref.</u>	<u>Question</u>
C-29	C.3.2	(1) What is the rationale for specifying three simultaneous deployments? (2) Is there a contingency to manage situations where the Government or Government authorized personnel may have greater than three simultaneous deployments?

Answer:

(1) To assure Government and Government-authorized personnel have sufficient access to perform QA functions, engineering, cultural, and archaeological investigations, and other duties as required. Not all Government and Government-authorized personnel will achieve self escorting status for traversing UXO contaminated areas. For these reasons, simultaneous deployments and a sufficient number of UXO escorts will be required to enable the Government to perform its oversight responsibilities. The minimum requirements to provide for up to three deployments will provide for simultaneous QA access to different work locations, or allow COMNAVBASE, PACDIV, and KIRC to simultaneously access different sites for unrelated reasons.

(2) If more than three simultaneous deployments are required, task orders may be issued to provide for an adequate number of UXO escorts.

<u>30. Page</u>	<u>Ref.</u>	<u>Question</u>
C-30	4.2	The contents of the Environmental and Natural Resources Protection Plan as described in this section appear to be inconsistent with the contents referenced in the WBS (Section JC. 5) and CDL (Section JC.6). The WBS and CDL should be amended to better reflect the Environmental and Natural Resources Protection Plan as described in Section 4.2.

Answer:

The items listed in the WBS under the Environmental & Natural Resources Protection Plan and the CDL Item No. A7 are the same items presented in Paragraph 4.2 with the following exceptions:

1. The EE/CA (Paragraph 4.2.5.4) is included in Attachment JC.5, HTRW RA WBS under E&NR Reports since this document is a report rather than a plan.
2. The Burn Off Plan (Paragraph 4.2.2.1) is included in Attachment JC.5, WBS Line Item 01 03 73 07 (Area Preparation); and as part of the Range Control Operations SOP (Area Preparation), Attachment JC.6, Part C, CDL Item No. A23, Column 8, Paragraph 1.g.; and not the Health and Safety Plan as noted. See the revision below. The Burn Off Plan is noted in the E&NR Plan because of the potential environmental impacts of UXO area preparation including burn off of grasses and foliage.

3. Control and Disposal of Solid and Sanitary Waste (Paragraph 4.2.4) is included in the WBS under Facilities, Equipment And Infrastructure Plan since this is a facilities operation function. This item is noted in the E&NR Plan because of the potential environmental impacts of this activity.

Incorporate the following change to Section C:

Page C-30, Paragraph 4.2.2.1, replace the paragraph with the following:

"4.2.2.1 Burn Off. The Contractor shall submit an Area Preparation SOP for burn off of grasses and foliage as part of Range Control Operations SOPs."

The replacement page is provided in enclosure (1).

31. Page Ref. Question

C-30 4.2.1 Will there be an opportunity to complete a baseline inventory of plants and animals?

Answer:

No. A baseline survey will not be necessary as there have been several flora/fauna surveys of the island. For summary information, refer to the Kaho`olawe Use Plan prepared for the KIRC (listed on page C-58).

32. Page Ref. Question

C-30 4.2.1 Is the "Natural Resources Protection Plan" the same plan referred to in Paragraph 4.2 as an "Environmental and Natural Resources Protection Plan"?

Answer:

No. As stated in Section C, paragraph 4.2, the Environmental & Natural Resources Protection Plan shall include, but is not limited to those subject areas described in Section C, Parts 4.2.1 - 4.3. See also Contract Deliverable Item No. A7 and WBS 333.01.03.57.

Under Section C, Page C-30, Paragraph 4.2.1, delete the first sentence and insert the following:

"The plan for the protection of land and natural resources shall address: ecosystem management, coastal zone mangement, exotic organism controls, conservation of ecological reserve areas, fish and wildlife, and land management."

The replacement page is provided in enclosure (1).

33. Page	Ref.	Question
C-30	4.2.1.1	<u>Section 4.2.1.1:</u> This section, in describing preventive measures for introducing alien flora and fauna, appears to be limited to terrestrial organisms. In addition to terrestrial organisms, we are concerned about the introduction of exotic marine species (i.e., sponges, microcrustaceans, seaweeds, etc.) We recommend that additional verbiage be added to this section which includes marine flora and fauna.

Answer:

Section C, Page C-30, Paragraph 4.2.1.1, replace the first two sentences with the following:

"Prevention of Introduction of Alien Terrestrial and Marine Flora and Fauna.
The Contractor shall provide and document measures to ensure alien terrestrial and marine flora and fauna are not brought or transmitted to Kaho'olawe via the Contractor's operations."

The replacement page is provided in enclosure (1).

34. Page	Ref.	Question
C-30	4.2.3	This section should be amended to state that the storm water/sediment runoff plan should be in compliance with the applicable Federal and State requirements as contained in the Regulatory Framework.

Answer:

The RFP will be amended to incorporate this statement.

Section C, Page C-30, Paragraph 4.2.3, replace the paragraph with the following:

"4.2.3 Storm Water/Sediment Runoff control. The Contractor shall submit a plan to control storm water and sediment runoff pollution as a result of UXO clearance and support activities in compliance with applicable federal and State requirements as contained in the Regulatory Framework."

The replacement page is provided in enclosure (1).

<u>35. Page</u>	<u>Ref.</u>	<u>Question</u>
C-31	4.3	This section states that photographic documentation shall be included as part of the Environmental Conditions Report. Can ortho photos be used to meet this requirement?

Answer:

The Contractor may propose various methods to meet the photographic documentation requirements. Proposed methods will be considered on a task order basis.

<u>36. Page</u>	<u>Ref.</u>	<u>Question</u>
C-33	5.4.1 5.6.5	Paragraph 5.4.1 and paragraph 5.6.5 cite the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation, but the cite number is different. Which, if either, is correct?

Answer:

Federal Register, Vol. 48, N. 190, 1983.

Under Section C, Page C-33, Paragraph 5.4.1, incorporate the following change in the first sentence:

Delete: "...(48 FR 44716)..."

Insert: "... (Federal Register, Vol. 48, N. 190, 1983)..."

Under Section C, Page C-37, Paragraph 5.6.5, incorporate the following change in the first sentence:

Delete: "... (48 CFR 44716)..."

Insert: "... (Federal Register, Vol. 48, N. 190, 1983)..."

Replacement pages are provided in enclosure (1).

<u>37. Page</u>	<u>Ref.</u>	<u>Question</u>
C-35	5.5.5	"The Contractor shall, in consultation with supervisory or management level UXO personnel, develop, plan and implement special procedures to preclude or minimize adverse effects to historic properties from planned explosive events." Whose "supervisory or management level UXO personnel" are the Contractor to consult in developing, planning and implementing special procedures? Please clarify.

Answer:

The Contractor is to consult with its own UXO personnel. The intent of this sentence was to indicate that these tasks will require consultation and coordination between the Contractor's historic preservation and UXO personnel.

Under Section C, Page C-35, Paragraph 5.5.5, replace the paragraph with the following:

"Special Protection Tasks for UXO Detonations. The Contractor shall, in accordance with applicable plans and SOPs, conduct fieldwork tasks in addition to those listed above to preclude or minimize adverse effects to historic properties from planned explosive events. These tasks may include the construction, transportation, placement, and subsequent removal of physical barriers (Protective Works); the recording of historic preservation data before, during (i.e. remotely), and after detonations; and site restoration."

The replacement page is provided in enclosure (1).

<u>38.</u>	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	C-35	5.5.5	How is this section different from the requirements contained in Section 5.5.2.1? It would appear that the implementation of recommendations to avoid or mitigate potential effects to historic properties would also apply to UXO detonations. The two sections appear to say the same thing, with the exception that the development, planning, and implementation of "special procedures" are conducted without consultation/concurrence from the KIRC and Government. We recommend that, if Section 5.5.5 is determined to be necessary, it be amended to specify that the contractor shall develop, plan, and implement special procedures based on review and concurrence from the KIRC and Government.

Answer:

Paragraph 5.5.5 will be clarified. The intent is to include protective works as a mitigation task required of the contractor. Paragraph 5.5.5 does not take exception to the review and concurrence requirements of paragraph 5.5.2.1. Protective works tasks will also have to be addressed in historic preservation plans and SOPs. Refer to the answer to Question No. 37 above.

<u>39. Page</u>	<u>Ref.</u>	<u>Question</u>
C-37	6.0	Will a task order be used for PMO activities or will these be covered by the contract line items in Section B.

Answer:

A task order will be issued for the PMO activities.

<u>40. Page</u>	<u>Ref.</u>	<u>Question</u>
C-40	6.4.2	Please clarify content of "Actual Cost Data Report." Is a separate report required for each UXO cleared area within each completed TO?

Answer:

Yes, See Attachment JC.6, Part C, Item No. A31 for specific information.

Under Section J, Attachment JC.6, Pages JC.6 iii-53 and JC.6 iii-54 have been revised to provide for further clarification and is provided in enclosure (4).

<u>41. Page</u>	<u>Ref.</u>	<u>Question</u>
C-44	7.7	Is "A list of deliverables" the contract deliverable list (CDL)" in Attachment JC.6? Or does "A list of deliverables" also include the table identified as "Part D Report Schedule" in Attachment JC.6? If there are two "lists", is the CDL only for TOs and the "Report Schedule" for the contract in general?

Answer:

A "list of deliverables" includes all plans, SOPs and reports described in Parts B through D of Attachment JC.6.

42. Page	Ref.	Question
C-45	7.8	This section should be amended to include the KIRC as an attendee at the "Coordination and Mutual Understanding Meeting".

Answer:

The RFP will be amended to incorporate this statement.

Section C, Page C-45, Paragraph 7.8, insert the following after the first sentence:

"The Contractor shall notify the Contracting Officer at least two days prior to the scheduled meeting date to provide all Government representatives and the KIRC with the opportunity to attend."

The replacement page is provided in enclosure (1).

43. Page	Ref.	Question
C-45	7.8.1	This section should be amended to include the KIRC as an attendee at the Weekly QC Meetings.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-45, Paragraph 7.8.1, replace the last sentence with the following:

"The Project QC Manager shall notify the Contracting Officer at least two days prior to each meeting to provide all Government representatives and the KIRC with the opportunity to attend."

The replacement page is provided in enclosure (1).

44. Page	Ref.	Question
C-45	8.2	Please clarify which of the submittals described in Section C and set forth in attachment JC.6 will be Task Order specific and which are to be included in the Program Management Office costs estimated for Volume II of the proposal?

Answer:

Section C, Paragraph 1.2.5 describes a comprehensive Work Plan which contains work category plans as appendices that will be submitted to the Government. A determination has not been made as to whether or not the Work Plan and the appendices will be included as part of an overall task order. Section C, paragraph 1.2.5 states that supplemental Work Plans may be required; these may be requested on a task order basis. Section C, paragraph 6.0 specifically identifies the plans and reports required by the Program Management Office. In addition, the Program Management Plans, SOPs and Reports can be found at Attachment JC.6, Item Nos. A1-A3. Based on the offeror's understanding of the work requirements, the offeror must determine which submittals will be required during the base year and include these in its PMO proposal.

Under Section C, Page C-45, Paragraph 8.2, replace the paragraph with the following:

"The Contractor shall provide submittals or deliverables in accordance with the requirements stated in the Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), as well as any other requirements which have been established in the contract."

The replacement page is provided in enclosure (1).

45. Page	Ref.	Question
C-46	9.1.b	This paragraph states that the 40-hour Installation Restoration Health and Safety Course is required for all persons accessing the island. Does this include individuals making infrequent visits to the island that do not participate in any hands-on cleanup work and visitors? The 24-hour course listed should be sufficient for these individuals if any course is required. Visitors should not be required to take any of the Installation Restoration Health and Safety Courses if they are escorted by trained personnel.

Answer:

The RFP will be amended to incorporate training requirements in accordance with 29 CFR 1910.120(e).

Under Section C, Page C-46, Paragraph 9.1(b)(3), replace the sentence with the following:

- "(3) The following appropriate training required by 29 CFR1910.120(e):
- 40-hour Installation Restoration Health and Safety Training
 - 24-hour Installation Restoration Health and Safety Training
 - 8-hour Annual Refresher on Installation Restoration Health and Safety Training
 - 24-hour Supervisors course on Installation Restoration Health and Safety Training
 - Additional required Installation Restoration Health and Safety Training"

The replacement page is provided in enclosure (1).

<u>46. Page</u>	<u>Ref.</u>	<u>Question</u>
C-46	9.1.b	Is the 40 hrs IRH&S training required if the visitor is only going to Base Camp or to areas that have received Final Clearance Certification?

Answer:

All visitors accessing Kaho'olawe Island must complete the training requirements stated in Section C. See the answer to Question No. 45 above.

<u>47. Page</u>	<u>Ref.</u>	<u>Question</u>
C-46	10.1	Will a Task Order be issued for the establishment, upgrade (as needed), and operation of the base camp?

Answer:

Yes.

48. Page Ref. Question

C-46 10.1 Section 10.1: As evidenced during the site visit, accurate weather information for Kaho'olawe may have a significant impact on the cleanup operations occurring on the island. As such, we recommend that additional language be included in this section which involves the collection and reporting of daily weather data for the island.

Answer:

On daily production reports and on daily QC reports, the Contractor must document the weather in general terms (e.g. overcast, rainy, sunny). Weather data collection is a range safety and explosive safety issue which must be addressed in the Contractor's Health and Safety Plan as well as in the Contractor's range and explosive safety plans and SOP(s). Requirements for weather data collection are already embedded in the OSA, EHA, and Explosive Operations Site Approvals. (NAVSEA & DDESB approved documents) The Contractor is required to check with the Weather Service at Maui Airport at least twice daily to determine both current conditions and forecast.

Section C, Page C-53, insert the following paragraph:

"10.21 WEATHER STATION. Maintain a Government installed weather station located in the Honokanai'a Base Camp. Data should be entered on a daily basis and submitted to the Government on a weekly basis."

The replacement page is provided in enclosure (1).

49. Page Ref. Question

C-49 10.8 Will potable water be available for laundry, or will laundry be transported to off-island facilities for cleaning?

Answer:

Laundry services on or off island should be proposed by the Contractor for consideration by the Government and should be based on water availability and proper disposal or recycling of gray water.

50. Page	Ref.	Question
C-49	10.8	Will the Contractor be responsible for obtaining or managing an NPDES permit for discharge of the waste brine from the Reverse Osmosis (RO) units?

Answer:

No permits are required for onsite response actions under CERCLA, in accordance with 40 CFR 300.400(e). In these situations, however, the Navy is still responsible for notifying the appropriate regulating agency of the intended work and providing any applicable data from the Contractor. At present, no NPDES permit is required since the RO units discharge into a leach field and not into ocean waters.

Brine discharge directly to ocean (Class AA) waters is prohibited.

51. Page	Ref.	Question
C-49	10.9	How many Government and KIRC personnel will require transportation on a daily basis from Maui to Kaho'olawe or from Kaho'olawe to Maui?

Answer:

Exact numbers will be addressed in a future Task Order, and will depend in part on what the contractor proposes and government accepts for billeting. Frequency of travel by Government, Government authorized, and KIRC personnel between Maui and Kaho'olawe will depend on what the Contractor proposes for billeting and work schedule.

52. Page	Ref.	Question
C-49	10.9	Does "all terrain vehicles" include 4 wheel drive trucks as well as "recreational" ATV's?

Answer:

All terrain vehicles include 4-wheel drive trucks. If dedicated solely to support the work, and not used for recreational purposes, "recreational" ATV's shall be considered "all terrain vehicles."

53. Page	Ref.	Question
C-50	10.10	The first sentence of this section should be amended to indicate that the solid waste management system shall be operated in accordance with the Regulatory Framework instead of applicable Navy, federal, and state requirements.

Answer:

The RFP will be amended to incorporate this statement:

Under Section C, Page C-50, Paragraph 10.10, replace the first sentence with the following:

"Provide all labor, tools, equipment and materials to operate and maintain a solid waste management system in accordance with the Regulatory Framework."

The replacement page is provided in enclosure (1).

54. Page	Ref.	Question
C-50	C.10.10	This section states that organic material designated as waste may be composted on the island. What is the final disposition of the composted material? If disposition is on-island, will the material be sampled prior to disposition?

Answer:

Final disposition of composted material will be addressed by Task Order; at that time the Government will consider recommendations from the Contractor.

55. Page	Ref.	Question
C-50	10.10	Is the word "system" correct, or should it be "plan"?

Answer:

Section C Part 10 addresses Base Camp operational requirements including solid waste collection and disposal (Part 10.10). Therefore, the term "system" as used in this section refers to an "operational system" rather than a "plan".

56. <u>Page</u>	<u>Ref.</u>	<u>Question</u>
C-50	10.12	(1) Please identify the number of Government personnel and Government authorized personnel who will require food service. (2) Will the Government reimburse the Contractor for the cost of meals provided to Government personnel and Government authorized personnel?

Answer:

(1) Exact numbers will be addressed in a future Task Order. For the purposes of the Sample Project, accommodations shall be made for 10 Government/KIRC personnel.

(2) The current policy is that all Government/KIRC personnel and Government-authorized personnel will reimburse the Contractor for the cost of meals before departing the island.

57. <u>Page</u>	<u>Ref.</u>	<u>Question</u>
C-50	C.10.12	This section should be amended to include a statement that food service shall be provided to Contractor, Government, and KIRC personnel and authorized visitors.

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-50, Paragraph 10.12, insert the following after the first sentence:

"Food service shall be provided to Contractor, Government, KIRC personnel, and Government-authorized visitors."

The replacement page is provided in enclosure (1).

58. Page	Ref.	Question
C-51	10.13	The reference to KIRC "monitors" in this section should be amended to be KIRC "personnel."

Answer:

The RFP will be amended to incorporate this statement.

Under Section C, Page C-51, Paragraph 10.13, replace the first sentence with the following:

"The Contractor shall provide lodging for Government personnel, KIRC personnel, and Government-authorized visitors."

The replacement page is provided in enclosure (1).

59. Page	Ref.	Question
C-51	10.15	Is the "fire protection and suppression program" the same thing as the "Fire Protection Plan" required in Part 11.1 or are they two separate deliverables?

Answer:

The fire protection and suppression program and Fire Protection Plan are individual topics that should both be addressed and submitted under the Health and Safety Plan. See Attachment JC.6, Item No. A4 on Pages JC.6 iii-6 - 7.

60. Page	Ref.	Question
C-56	C.14.1	In the Compliance Documents table, the reference to the Tailored Applications to the Regulatory Framework should be amended to "All" instead of listing specific provisions. It should be noted that the KIRC negotiated the Regulatory Framework with the good faith understanding that the <u>entire</u> agreement would be a compliance document for the Contractor.

Answer:

Section C, Page C-56, Paragraph 14.1, Compliance Documents Table, Regulatory Framework, under the column, TAILORED APPLICATION, incorporate the following changes:

Delete: "Sections II, IV, & V, Appendices A & B"

Insert: "All"

The replacement page is provided in enclosure (1).

61. Page Ref. Question

F-1	F1(a)	"The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days..." Other than the Contracting Officer, does any party from the Navy, KIRC, PKO, or other organizations with special interest in the work have the authority to direct, change, modify, or stop contractor activity?
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Answer:

No one other than the Contracting Officer has the authority to provide direction which has an effect to the estimated cost, scope of work, or schedule. However, the Contracting Officer's Technical Representative (COTR) and Navy Technical Representative (NTR) are authorized to temporarily suspend or redirect the UXO clearance activities if there is potential harm to historic properties or communities of endemic or indigenous plants, or where any on-site activity appears to violate the Environmental Protection Plan requirements contained in the Contractor's Final Work Plan, or poses a potential for a measurable increase in soil erosion.

Answer:

Section C, Page C-56, Paragraph 14.1, Compliance Documents Table, Regulatory Framework, under the column, TAILORED APPLICATION, incorporate the following changes:

Delete: "Sections II, IV, & V, Appendices A & B"

Insert: "All"

The replacement page is provided in enclosure (1).

61. Page Ref. Question

F-1	F1(a)	"The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days..." Other than the Contracting Officer, does any party from the Navy, KIRC, PKO, or other organizations with special interest in the work have the authority to direct, change, modify, or stop contractor activity?
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Answer:

No one other than the Contracting Officer has the authority to provide direction which has an effect to the estimated cost, scope of work, or schedule. However, the Contracting Officer's Technical Representative (COTR) and Navy Technical Representative (NTR) are authorized to temporarily suspend or redirect the UXO clearance activities if there is potential harm to historic properties or communities of endemic or indigenous plants, or where any on-site activity appears to violate the Environmental Protection Plan requirements contained in the Contractor's Final Work Plan, or poses a potential for a measurable increase in soil erosion.

Under Section G, Page G-8, Paragraph G9D, add the following to the end of the paragraph:

"If, in the Contractor's opinion, there is an effect to the estimated cost or schedule as a result of the suspension or redirection, the Contractor must immediately notify the Contracting Officer, in writing, of the costs incurred, estimate of total cost change and/or schedule change, and related supporting justification."

The replacement page is provided in enclosure (5).

62. Page	Ref.	Question
G-5	G4.E	The Award "Fee may be increased only if there is an increase to the original scope of the order described in the SOW..." What procedure will the Government use to increase the scope of the task order Scope of Work if there is a priority need to alter the work task due to force majeure?

Answer:

If there is an increase to the task order original Scope of Work, the Government will issue a modification to the task order. If the Contractor determines that additional funds are needed to complete performance of the task order, and there is no increase to the task order original scope of work, no fee will be applied to the estimated additional cost.

63. Page	Ref.	Question
G-10	G12.A	(1) What is the anticipated turnaround time from date of invoice submission to date payment is received? (2) What payment terms, if any, or to what limit, (discounts) may be presented for consideration?

Answer:

(1) Invoice payment will be made by the Government as close as possible, but not later than the due dates specified in FAR 52.232-25, Prompt Payment, incorporated by reference in Section I, Page I-3. FAR Subpart 32.905 discusses the timeframes associated with the invoice process in further detail.

(2) Payment terms including discount terms will not be considered in the evaluation of offerors. Discounts for prompt payment do not apply to cost-type contracts.

64. Page Ref. Question

G-24	G20.A	This paragraph states that miscellaneous travel charges such as medical exams and security clearances will not be billed as direct. How does the Government intend for the contractor to be reimbursed for these expenses?
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Answer:

If the miscellaneous travel charges will be incurred solely for the purpose of the contract, depending on the Contractor's company policy, cost accounting system, and reason for incurring the miscellaneous travel charges, the Contractor may be reimbursed for these costs under the contract either as a direct cost or an indirect cost.

65. Page Ref. Question

G-24	G20.B	(1) Will the Govrnment reimburse the Contractor for reimbursement costs to relocate key personnel back to the mainland at the completion of the contract? (2) What about speific non-key personnel?
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Answer:

(1) Relocation costs will be reimbursed for the base year only. All other Contractor 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.

(2) No, the Government will reimburse relocation costs incurred by key personnel during the base year of the contract only.

66. Page	Ref.	Question
H-1 to H-2	H4	This section identifies holidays that the contractor will be required to observe. What is the actual procedure that PACDIV will require to obtain approval to work on these days?

Answer:

The Contractor must provide justification in writing to the Contracting Officer for approval to work on the identified holidays. Refer to Section G, Paragraph G4, Ordering Procedures, for obtaining approval.

67. Page	Ref.	Question
H-3	H.7B	Attachment JL.8 states that the indirect rate ceilings will be adjusted for any statutory changes in indirect cost elements, while paragraph H.7B states that the contractor may propose a change in the ceilings. Are we to assume that the wording in Attachment JL.8 takes precedence?

Answer:

The indirect rate ceilings will be adjusted for any statutory changes to indirect cost elements upon notification to the Contracting officer. Any substantial increase in insurance expenses not caused by a change in the basic coverage must be requested by the Contractor and is subject to Contracting Officer approval.

Incorporate the following changes:

Under Section G, Page G-22, Paragraph G17.A.4, replace the first sentence with the following:

"4. If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., the ceilings established herein will be adjusted accordingly after notification to the Contracting Officer."

The replacement page is provided in enclosure (5).

Under Section H, Page H-3, Paragraph H7.B., replace the entire paragraph with the following:

"B. If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., or a substantial increase in insurance expenses not caused by a change in the basic coverage, the Contractor may propose to modify the established ceilings. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer and is not subject to FAR 52.233-1, Disputes, incorporated in Section I."

The replacement page is provided in enclosure (8).

Under Attachment JL.8, Page JL.8-2, Paragraph A.2.(c), replace the entire paragraph with the following:

"(c) If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., or a substantial increase in insurance expenses not caused by a change in the basic coverage, the Contractor may propose to modify the established ceilings. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer and is not subject to FAR 52.233-1, Disputes, incorporated in Section I."

The replacement page is provided in enclosure (9).

68. Page Ref. Question

H-6	H14	The Contractor will not be indemnified for 3rd party liability. If the Government determines that it will indemnify the contractor for 3rd party liability on UXO clearance contracts of this type, such policy will apply to this contract. An equitable adjustment shall be negotiated in exchange for the inclusion of such indemnification. Has a determination and/or extent of indemnity been determined by the Government?
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Answer:

See Section 10001(e) of Title X, Public Law 103-139. Also refer to the answer to Question No. (1) under Section I on Page 5 of Amendment No. 0004.

69. Page Ref. Question

JC.3-2 Projectiles In the fuzing type column for the 106mm projectile (heat), it is suggested that (as this is likely the 106mm recoilless rifle heat projectile) the fuzing should include "piezoelectric with a cocked-striker graze sensitive backup".

Answer:

The listing includes those items recorded as having been found and positively identified during EOD sweeps of the island. The fuzing noted in the question was not cited in the sweep records.

70. Page Ref. Question

JC.3-3 Rockets In the fuzing type column for the 66mm LAW and 3.5" Bazooka it is suggested that the fuzing should be expanded to include a piezoelectric fuze for the LAW and possibly the same for the 3.5" Bazooka.

Answer:

The listing includes those items recorded as having been found and positively identified during EOD sweeps of the island. The fuzing noted in the question was not cited in the sweep records.

71. Page Ref. Question

JC.6 JC.6 The COTR or Contractor should notify the KIRC (as the land
iii-14 owner) in addition to the NRC, SERC, LEPC, and COMNAVBASE
in the event of a POL or hazardous material release.

Answer:

Attachment JC.6, Page JC.6 iii-14, Column 8, Paragraph 1.a, replace the paragraph with the following:

"a. POL & Hazardous Material (Ref. C4.2.5.3, C.10.3).

Provide verbal notification immediately upon discovery of any oil and/or hazardous substance spill or release to the Contracting Officer's Technical Representative (COTR). The COTR will notify COMNAVBASE Pearl Harbor, the Kaho'olawe Island Reserve Commission, the National Response Center (NRC), the U.S. Coast Guard Marine Safety Office, Honolulu Area, the State Emergency Response Commission (SERC), and the Local Emergency Planning Committee (LEPC). Should the COTR be unavailable, the Contractor shall directly notify the Contracting Officer, COMNAVBASE Pearl Harbor, the KIRC, NRC, U.S. Coast Guard Marine Safety Office, SERC, and LEPC.

The telephone numbers are as follows:

Contracting Officer	(808) 474-4549
Contracting Officer's Technical Representative (COTR)	(808) 474-4869
COMNAVBASE Pearl Harbor (Duty Officer)	(808) 474-9201
(Duty Beeper)	(808) 577-1634
Kaho'olawe Island Reserve Commission	(808) 586-0761
National Response Center	1 (800) 424-8802 (24 hours)
State Emergency Response Commission	Day (808) 586-4249
Local Emergency Planning Committee (Maui)	Day (808) 243-7561 (24 hours) 911
U.S. Coast Guard Marine Safety Office	Day (808) 522-8260 (24 hours) 927-0874/0830"

Add Paragraphs e, f, and g on Page JC.6iii-15 to be consistent with the WBS revisions in Amendment 0005 as follows:

- "e. Erosion Control (Ref. C4.2.2).
- f. Natural Resources Protection (Ref C4.2.1).
- g. Prevention of Introduction of Alien Terrestrial and Marine Flora and Fauna (Ref C4.2.1.1)."

The replacement page is provided in enclosure (4).

72. Page Ref. Question

JC.6 iii-29	JC.6	This section should be amended to include the KIRC and other authorized visitors.
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Answer:

Attachment JC.6, Page JC.6 iii-29, Column 8, Remark 1.e(1)(b), replace the paragraph with the following:

"(b) Provide food service at the galley and mess deck for Contractor, Government and Government-authorized personnel, and KIRC personnel."

The replacement page is provided in enclosure (4).

73. Page Ref. Question

JC.6 iii-54	JC.6	Referring to Actual Cost Data Report, example of such cost are base camp expense, transportation, fuel and PMO expenses. (1) How will contract expenses not directly related to each cleared area be charged? (2) Please provide an example of DD Form 2416 or the required format.
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Answer:

(1) The Contractor should ensure that its Contract Management System is properly set up and managed to allow the Contractor to prepare Actual Cost Data Reports by extracting actual cost information from completed task orders.

(2) The Contractor's format is acceptable, provided that the required information given on Attachment JC.6, Page JC.6 iii-54 is contained on the form. DD Form 2416 may be obtained from DID No. DI-FNCL-80166, Cost Breakdown Structure Detailed Report. Data Item Descriptions (DID) may be ordered from DODSSP Standardization Documents Order Desk as stated in Attachment JC.6, Page JC.6i-3. Refer to the answer to Question No. 40 above.

74. Page Ref. Question

JC.6. PartD Item A3-g, Personnel Listing (Log), indicates Daily
iv-1 Submission. Is this the same log maintained by the Range Control Officer (Item A24-a)? If so, the RFP requires the Range control log to be submitted weekly. If not, what log is it? Just a roster submitted weekly? Just a roster of employees that may change once in a while and then must be submitted one day after changes only? Please clarify.

Answer:

The Personnel Listing (Log) should be updated daily and submitted monthly for all Contractor personnel working on the project. This is not the same log maintained by the Range Control Officer.

The replacement page is provided in enclosure (4).

75. Page Ref. Question

JC6. JC.6 Item A18-e, Water Plant Log, indicates Daily submission,
iv-2 Part D and the Date of Submission is indicated as 1 Day after Event. Neither of these make sense for a Log. What is an "event"? Is it the Navy's intent to require daily readings entered in a log, but submitted every 30 days, or some other reasonable intervals? Please clarify

Answer:

The Water Plant Log should be updated daily and submitted monthly.

The replacement page is provided in enclosure (4).

76.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	JC6 iv-2	JC6 Part D	Item A18-k, Diesel Engine-Generator Log, indicates Daily submission, and the Date of Submission is indicated as 1 Day after Task Order. Is this the Navy's intent to require an initial reading immediately after Task Order award, and further submissions Daily thereafter? An initial generator reading makes sense to establish initial conditions, but daily submissions of daily readings does not make sense. Is it the Navy's intent to require daily readings entered in a logbook, with monthly (or some other longer interval) submission of the log entries. Please clarify.

Answer:

The Diesel Engine-Generator Log should be updated daily and submitted monthly.

The replacement page is provided in enclosure (4).

77.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	JC6. iv-2	JC.6 Part D	Item A-18-o, Updated Contract Drawings and Specs at End of each TO, indicates Daily submission, and the Date of Submission is indicated as 1 Day after Event. The title of this report conflicts with the stated frequency. Is it the Navy's intention to require new drawings and specifications within one day of the end of each Task Order, but not daily? Or will new drawings and specs be required within one day of the changes? Please clarify.

Answer:

The intent is to have the Contractor enter changes on the as-built drawings on a daily basis or as the changes occur. Submittal of the final as-built drawings will be 30 days after the completion of the Task Order as described in Remark A, Item No. A18, Paragraph 1.o.

78. Page	Ref.	Question
JC.10 1.1	JC.10	What is the make, model, and age of the microwave phone system identified as GFP?

Answer:

The existing microwave phone system was installed in 1995. Make and model is unknown.

79. Page	Ref.	Question
JC.10 1.1-1.5	JC.10	(1) Is it the Government's intent to have the Contractor maintain/repair those items shown as being in the "Boneyard"? Please clarify. (2) Also, inasmuch as many of the vehicles shown in this list are obsolete combat equipment, procuring parts, repair manuals, and special tools to support their maintenance will be extremely difficult, does the Government have any plans to replace this equipment and, if so, (3) will this replacement occur prior to the contract?

Answer:

(1) The Contractor is responsible for the disposition, maintenance and repair of GFE that is transferred to the Contractor.

(2) No.

(3) No.

80.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	JL.2- 1 to 9	JL.2	Will the Government specify the beginning month for execution of the Sample Project?

Answer:

No.

81.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	JL.2-2	JL.2.3.a.4)	Please clarify "even distribution". Does distribution mean evenly distributed through the depth of a particular sub-area or only on the surface?

Answer:

Under Section J. Attachment JL.2, Page JL.2-2, Paragraph 3.a.4, add the following sentence at the end of the paragraph:

"Even distribution refers to both the horizontal distribution within the subject area and the vertical distribution within the depth profiles defined in the Table, UXO Detection Requirements for Tier II Clearance in Section C, page C-8, paragraph 1.2.6.2."

The replacement page is provided in enclosure (6).

82. Page	Ref.	Question
JL.6	JL.6	What is the difference between "Job Title" and "Project Title"?

Answer:

See answer to Question No. 103 on Page 61 of Amendment No. 0005.

83. Page	Ref.	Question
JL.6	JL.6	"Client References" section, what is the difference between "organization" and "company name"? Is the organization the client's organization or the consultants? Is the company name the client's company name or the consultant's?

Answer:

Client reference refers to the organization (eg. U.S. Navy) or private company (eg. Acme Bomb Co. or Explosive Consultants) that the Key Personnel worked for and wishes to use as a reference.

84. Page	Ref.	Question
JL.10-3	JL.10	Is the "Fringe" item to include all Payroll Burdens such as Payroll Taxes and Insurance (F.I.C.A., Medicare, Federal Unemployment Compensation, State Unemployment Compensation, BI/PD Insurance) and Workers Compensation?

Answer:

Yes. Refer to Section L17F.4 for further criteria on overhead and fringe benefits burden.

85. Page	Ref.	Question
L-11	L17.B	"Note: To assist in the preparation of your technical proposal, be advised that the budget estimate for the base year and first year option is approximately \$20,000,000 to \$25,000,000." Is this the dollar range per year or for both years combined?

Answer:

The budget estimate for the base year and first option year has been revised in accordance with Section B. Refer to Amendment No. 4, Page 9 of 72, Specific Questions, Question No. 1.

86. Page	Ref.	Question
L-11	L17.B.5(c) Vol I, Tech Proposals	Optional Alternate Proposals. If a contractor chooses not to submit alternate proposals, will the contractor be penalized by loss of evaluation points? It should be noted that while alternate proposals are shown in Section L as optional, in Section M they are shown as part of the basis for scoring and evaluation. Does the same apply to other categories of alternate proposals; e.g., Alternate PMO?

Answer:

Section L has been amended to stipulate that all offerors **shall** submit alternate proposals (see Amendment No. 0004, answer to Question No. 119).

87. Page	Ref.	Question
L-12 L-13	L17.B.6	The page count identified at this reference provides for 17 pages for the Subcontracting Plan. The format to be allowed is at Attachment JC.9, which requires submittal of current Standard Forms 294 and 295. Is submittal of these forms counted towards the 17 page limit?

Answer:

No. The Standard Forms (SFs) 294 and 295 are contract administration forms and are not required to be submitted. For proposal purposes, the Offeror may submit SFs 294 and 295 for other contracts the offeror may have, or any other documents showing the offeror's prior performance in meeting subcontracting goals.

Under Section L, incorporate the following changes:

Page L-11, Paragraph L17.B.5(c), insert the following at the end of the fifth sentence:

"and shall be limited to 17 pages with a maximum two-page attachment. Any applicable SFs 294 and 295 or other documentation supporting prior performance shall be limited to no more than six pages."

Page L-12, Paragraph L17.B.6, Part 3, Appendix F, insert the following after the second line:

"Standard Forms 294 and 295, or other supporting documentation if applicable, 6 page limit"

Page L-21, Paragraph L17.C.3(e)(2), add the following at the end of the paragraph:

"SFs 294 and 295 or other documentation supporting prior performance may be submitted and shall be limited to no more than six pages."

Replacement pages are provided in enclosure (3).

88.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	L-17	(b) and (c)	On page L-17 in Section 2, paragraphs (b) and (c), it is not stated that the corporate experience summary forms (JL.3) and the project descriptions (JL.4) should be included as an appendix; however, they are identified on page L-12. Please clarify.
	L-12	Appendix C	

Answer:

Page L-12 is correct. Forms included in Attachment JL.3 and JL.4 shall be submitted as Appendix C to Volume I, Part 3. This amendment shall make this area clearer.

Page L-17, Paragraph L17.C.2(b), on the third line after "...Attachment JL.3-1 and JL.3-2" add the following:

" , and attach to Volume I of your Proposal, Part 3, Appendix C."

Page L-17, Paragraph L17.C.2(c), on the third line after "...Attachment JL.3", add the following:

" , and attach to Volume I of your Proposal, Part 3, Appendix C."

The replacement page incorporating the changes above were provided in Amendment No. 0005.

89. Page	Ref.	Question
L-22	L17.C.4(c)	The duties and minimum qualifications for the Key Personnel detailed in Section C.1.3.3, pages C-10 through C-14 do not include either of the capabilities listed in the reference section of L17. Consequently, the Contractor cannot technically comply with the requirements in L17 without adding responsibilities to at least one of the Key personnel. However, the Contractor is prohibited from assigning additional duties to the Key Personnel without the approval of the Contracting Officer (Section C.1.3, page C-9). Please clarify.

Answer:

The qualifications listed in Section C, Paragraph C.1.3.3, for Key Personnel are minimum requirements. The Offeror should describe the experience or the ability to perform any of the tasks listed in Section L, Page L-22, Paragraph L17.C.4(c), for the Key Personnel which relates to their proposed positions on the contract.

90. Page	Ref.	Question
L-26	Part 3.1	In an effort to reduce the size and amount of the cost/price information the government will have to analyze, will the government need the "Other Supporting Data" from companies classified as small business concerns?

Answer:

Yes. Offeror's are required to submit supporting information in their cost proposals for small business concerns with the exception of Appendix G, Cost Accounting Standards Disclosure Statement. Refer to Amendment No. 0005, answer to Question No. 144.

91. Page	Ref.	Question
L-37	L17.F.10 [third line]	Should "date of the late review" be "date of the last review"?

Answer:

Yes.

Page L-37, Paragraph L17.F.10, third line, incorporate the following changes:

Delete: "...the date of the late review,..."

Insert: "...the date of the last review,..."

The replacement page is provided in enclosure (3).

92.	<u>Page</u>	<u>Ref.</u>	<u>Question</u>
	M-4 to M-5	M5.E.2	There appears to be no reference in Section M5.E.2 to the relative importance of the topic identified in Section L, Subpart 2(6) - Thermal treatment/thermal desorption...What is the relative importance of Thermal treatment...within M5.E.2 - Corporate Experience/Past Performance?

Answer:

The relative importance of thermal treatment within M5.E.2 was incorporated into the RFP under Amendment No. 0004 as part of Paragraph M5.E.2(a)(5). However, the relative importance will be moved to Paragraph M5.E.2(k).

Under Section M, incorporate the following changes:

Page M-4, Paragraph M5.E.2, replace the last sentence with the following:

"The following subfactors are listed in descending order of importance (except that subfactor (a) is equivalent in importance to subfactors (b) through (k) combined):"

Page M-4, Paragraph M5.E.2(a)(5), replace the paragraph with the following:

"(5) UXO handling and disposal. Work within federal, state, and local regulations pertaining to UXO clearance."

Page M-5, Paragraph M5.E.2, add the following after M5.E.2(j):

"(k) UXO treatment to include thermal treatment/thermal desorption/low temperature thermal stripping of UXO residue from UXO and non-UXO items."

The replacement pages are provided in enclosure (7).

REPLACEMENT PAGES

SECTION C

Enclosure (1) of
Amendment No. 0006

SECTION C

DESCRIPTION/SPECS/WORK STATEMENT

PART 1.0 DESCRIPTION OF WORK

1.1 GENERAL. The objective of this procurement is to provide clearance of Unexploded Ordnance (UXO) and environmental restoration which will allow for the reasonably safe use of the identified priority areas in the Kaho'olawe Island Reserve, Hawaii. The priority areas will be used for archaeological, historical, cultural, religious and educational purposes as specified in the Memorandum of Understanding (MOU) between the United States Department of the Navy and the State of Hawaii. Kaho'olawe Island was used as a weapons range for 50 years and is considered unsafe for the above purposes. UXO clearance work will include selected priority areas of the island surface and subsurface, and may include possible clearance of limited beach, surf zone and/or submerged water areas. The island has been designated as the Kaho'olawe Archaeological District and is listed on the National Register of Historic Places. Historic properties and natural resources are to be protected during UXO clearance activities. ***Pursuant to Title X of the Department of Defense Appropriations Act, 1994, the title to the island of Kaho'olawe was transferred to the State of Hawaii on May 9, 1994.***

1.1.1 Island Setting. Kaho'olawe Island is located 151.3 km (94 miles) southeast of Oahu and 9.7 km (6 miles) southwest of Maui, contains approximately 11,655 hectares (28,800 acres), is 17.7 km (11 miles) long, 11.3 km (7 miles) wide and has a peak elevation of 450 m (1,477 feet). The Kaho'olawe Island Reserve includes the island and waters extending seaward 3.2 km (2 miles) from the shoreline. See Map in Attachment JC.1. The island is very dry, receiving approximately 25.5 to 63.5 cm (10 to 25 inches) of rainfall annually. More than one quarter of the island has been severely eroded and contains very sparse vegetation. The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. Communication, such as telephone and radio, is by microwave and radio links. The only established base camp is at Honokanai'a on the southwest end of the island. The existing camp is approximately 6.1 hectares (15 acres) and contains 18 sheet metal and wood structures used for quarters, shops, storage, galley and mess deck, some of which are connected by wooden boardwalk. Toilets and showers are detached from the living quarters. Temporary quarters and limited utilities on the island are available only in the base camp.

1.2 SCOPE OF WORK

1.2.1 General. The Contractor shall provide all personnel, equipment, materials and facilities resources to perform and support the UXO clearance work. The Scope Of Work encompasses a wide range of services and construction as described in this Section. Under this contract, work to which the Service Contract Act applies shall include, but is not limited to: UXO clearance activities, base camp operations, and general support services. UXO clearance work is defined in paragraph 1.2.1.b. Construction work to which the Davis-Bacon Act applies shall include, but is not limited to: road construction and the

construction of buildings or real property. The Scope of Work shall include, but is not limited to, the following activities:

- a. Compliance with applicable Federal, DoD, Navy, State and local requirements as identified in the Regulatory Framework (RFW), Attachment JC.2, which is consistent with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and its non-time critical removal action process.
- b. UXO, UXO remnants and non-UXO clearance activities to include clearance area/grid pre-investigation/characterization, searching, detecting, positively identifying, removing, certifying, packaging, storing, transporting for disposal, disposing and documenting results.
- c. Conducting multi-media sampling and analysis including air, water, soil, hydrogeological and geotechnical testing.
- d. Range control operations for all activities on the island.
- e. Boundary and location surveying including topographic surveys using the Global Positioning System (GPS) and other approved surveying methods.
- f. Escorting of visitors authorized by Commander, Naval Base (COMNAVBASE) Pearl Harbor by qualified UXO escort personnel.
- g. Protection of historic properties, including traditional cultural places, which may be affected by project activities.
- h. Design, construction, operation and maintenance of equipment, facilities and infrastructure to include Government Furnished Equipment (GFE), Government Furnished Facilities (GFF) and the operation and maintenance of a base camp(s).
- i. Design and construction of temporary support facilities to include, but not limited to: fences, signs, site work, roads, buildings, infrastructures, renovations and repairs of existing facilities. As-built drawings of completed work shall be provided.
- j. Transportation of Contractor and Government authorized personnel and resources to, from and on the island which has no fixed-wing aircraft or seacraft landing facilities.
- k. Employment of fully trained and qualified individuals for all aspects of the contract, both on and off island.
- l. Administrative record filing, maintenance and transmittal of all acquired data and information.
- m. Development and implementation of a Site Health and Safety Plan.
- n. Establishing a Project Management Office (PMO) and Contract Management System (CMS).
- o. Status briefings at the request of the Contracting Officer.
- p. Providing technical support to the Government on Community Relations.
- q. Quality Control of all processes and activities, including planning, execution and verification of all activities. These activities include, but are not limited to: planning UXO clearance activities; construction; UXO and non-UXO disposal operations; environmental sampling and analysis; historic preservation services and natural resource protection; data management, collection, entry, recording, storage and retrieval; surveying and mapping; documentation; facility operations

- and site maintenance.
- r. Preparation of Engineering Evaluation/Cost Analysis (EE/CA) documentation or an Engineering Evaluation/Cost Trade-Off Analyses as required for the treatment and disposal of UXO and other contaminated waste products.
- s. Environmental and Natural Resources Monitoring Plan and Standard Operating Procedures (SOPs).
- t. Development and implementation of a Kaho'olawe Island Reserve Operations and Maintenance Plan and Standard Operating Procedures (SOPs).
- u. Preparation of a Project Close-Out Plan that includes, but is not limited to: final submittals, data, reports, certifications, maps, as-built drawings and demobilization requirements.
- v. Transporting, handling and storing explosives for the UXO clearance work.
- w. ***Assist the Government in developing the Cleanup Plan discussed in the Regulatory Framework, Attachment JC.2, Page 5, Paragraph III.A.2.***

1.2.1.1. Partnering. The Contractor shall participate in a continuous, cooperative process with the Navy and the Kaho'olawe Island Reserve Commission (KIRC) to meet the objectives of the Unexploded Ordnance Clearance Project on the Kaho'olawe Island Reserve and the requirements specified in the Scope of Work.

1.2.2 UXO Clearance Items. The clearance items shall include, but not be limited to, those identified and regulated under the Regulatory Framework. The clearance items are predominately UXO, UXO remnants, related UXO debris and target materials. Clearance may also include removal of UXO residues, explosives and compounds; non-UXO contaminants such as solvents; petroleum, oil and lubricants (POL); metals, asbestos, acids, bases and reactives. Radioactive materials and nuclear, biological, chemical (NBC) warfare agents are not included. The types of ordnance commonly found on the island are listed in Attachment JC.3.

1.2.3 Historic Properties Protection. Historic properties protection efforts shall include but not be limited to the identification, evaluation, documentation and development/implementation of procedures for protection of historic properties potentially affected by all project activities. ***Historic properties protection efforts shall be conducted pursuant to the requirements of the Site Protection Agreement contained in Appendix B of the Regulatory Framework.***

1.2.4 Task Orders (TOs). The Contractor shall perform tasks in accordance with Task Order Statements of Work (SOW) issued on DD Form 1155. Multiple TOs will be prepared by the Government in accordance with Part G4, "Ordering Procedures". TO management shall be accomplished in accordance with the Contract Management System (CMS) described in Part 6.0. These TOs shall be designed and issued to meet the objective of this procurement.

1.2.5 Work Plan (WP). The Contractor shall prepare and submit to the Government a comprehensive WP that provides a detailed description of the approach, methodology and tasks required to accomplish the work in accordance with the Work Breakdown Structure (WBS) at Attachment JC.5 and the Contract Deliverable List (CDL) at Attachment JC.6.

The WP shall include the following work category plans as appendices: Program Management Plan; Health and Safety Plan; Environmental and Natural Resources Protection Plan; Historic Preservation Plans; Transportation Plan; Facilities, Equipment and Infrastructure Plan; Range Control Operations Plan; Quality Assurance Project Plan; and Close Out Plan. The WP shall include, but is not limited to, the following items:

- a. A description of the work tasks to be completed under the contract and/or individual TO. All work tasks shall be integrated with the WBS and the Contractor's approved Contract Management System (CMS).
- b. The Contractor's organizational structure and assignment of functions, duties and responsibilities to complete each work item TO.
- c. A narrative description of the technical approach, methodology and procedures to be used including specific techniques, equipment, and tools to accomplish each TO.
- d. The individuals assigned to the TO by name, title and function. The plan shall show that each individual meets the education, experience and training requirements to satisfactorily complete each TO.
- e. A detailed Critical Path Method (CPM) or similar work schedule showing the major items of work; labor, material and equipment delivery schedules; project deliverables; project milestones and critical path items. Adequate time shall be provided in the schedule to plan, staff, procure, design, coordinate, mobilize and demobilize the resources necessary to complete each TO in an acceptable and timely manner.
- f. A detailed Mobilization Plan that includes, but is not limited to: submittal of required plans, SOPs, permits, set-up of the PMO, transportation arrangements and related items prior to on-island construction and UXO clearance activities; procurement of Contractor furnished equipment, materials and supplies; transfer of GFP, GFE and GFF; construction/installation of required support facilities and equipment; mobilization of personnel, equipment, supplies and material.
- g. Identify any special or unique work item requirements to include explosives handling, safety, security, transportation, data needs, contingency, emergency response, off-island disposal, etc.
- h. Include a description of the format and content of each TO deliverable.

1.2.5.1 Supplemental WP's for varying site conditions may be required.

1.2.5.2 Final Work Reports. The Contractor shall submit Final Work Reports documenting the results of each Task Order and a Summary Final Report.

1.2.6 UXO Clearance Requirements. UXO clearance work shall include selected priority areas of the island land surface and subsurface, and may include possible clearance of limited beach, surf zone and/or submerged water areas. UXO clearance requirements and depths are keyed to land uses. Minimum clearance criteria are defined in the following UXO Clearance Tier Chart. Specific clearance areas and associated clearance depth requirements will be delineated in individual TOs. The Contractor shall provide statistical analyses of probabilities of detection to support clearance reliability levels and certification recommendations.

the field.

The minimum qualifications for the NRM are:

- a. Masters Degree in Natural Resource Management or related field.
- b. Ten years experience in Pacific Island ecosystem or natural resource management.
- c. Five years supervisory experience in ecosystem or natural resource management.
- d. 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.

1.3.5 Key Personnel Substitution Requirements

1.3.5.1 The Contractor shall assign Key Personnel, whose resumes were previously submitted to and approved by the Contracting Officer, to the Key Personnel positions listed in Paragraph 1.3.a. During the first 180 days of the contract period, no Key Personnel substitutions shall be made unless circumstances develop which are beyond the Contractor's control. Substitution of Key Personnel shall require approval from the Contracting Officer. Resumes of proposed substitute employees shall be submitted to the Contracting Officer for review and approval at least two weeks prior to commencement of duties by the proposed substitute employee.

1.3.5.2 At the time of award, the personnel qualifications submitted in the technical proposal shall supersede the minimum educational and experience qualifications of Key Personnel positions listed in Paragraph 1.3.3. Those qualifications will then become the minimum standard for all personnel hired during the life of the contract.

1.3.5.3 The list of Key Personnel may be amended from time to time by contract modification to add or substitute personnel in accordance with the Key Personnel substitution requirements specified herein. The Contractor shall submit a list of Key Personnel with the technical proposal. At the time of award, the list shall be incorporated into the contract.

1.4 TRAINING

1.4.1 Contractor Personnel Training. ***Contractor personnel shall have the required skills and qualifications to perform the requirements of this contract to include the following training as required by 29 CFR 1910.120:***

- a. 40 hour Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120(e)(3)(i).
- b. 24 hour Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120(e)(3)(ii).
- c. 8 hour Refresher Course on Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120(e)(8).
- d. 24 hour Supervisor Course on Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120(e).
- e. 16 hour Emergency Responder Training on Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120.

- f. Additional Installation Restoration Health and Safety Training conforming to 29 CFR 1910.120 for specific response and safety requirements.

1.4.2 Unique Training Requirements. The Contractor shall develop and provide training for Contractor personnel which is unique to the requirements of the Kaho'olawe UXO clearance project. Training plans shall be provided to the Government for review. Attendance at workshops and symposiums is considered training for purposes of this clause. Such training shall include, but is not limited to, the following:

- a. Kaho'olawe Island UXO Safety Briefing.
- b. Historical Properties Protection Briefing.
- c. Vehicle Operation Safety.
- d. Helicopter Safety.
- e. Kaho'olawe Island and Base Camp Rules.
- f. Landing Craft Safety.

1.4.2.1 In addition to other briefings provided by the Navy, the KIRC will provide cultural and historical orientation regarding Kaho'olawe to all personnel. Completion of this orientation shall be a mandatory requirement for all personnel working on the island. All personnel shall complete the orientation before accessing the Island for the first time, unless the KIRC and the Navy mutually waive the requirement. Personnel initially waived from attending orientation shall complete the orientation at the earliest opportunity thereafter unless the KIRC and Navy mutually agree that orientation is not necessary. The Contractor shall coordinate this KIRC orientation with the Government. This is as required by Section V.E., Appendix B of the Regulatory Framework (Section J, Attachment JC.2).

1.4.3 UXO Specialist Refresher Training. Successful completion of a 24-hour and approximately 16-hour UXO Specialist Refresher Course for all UXO qualified personnel is required. The Government will provide 24 hours of the site-specific UXO training. The Contractor shall be responsible for providing approximately 16 hours of general UXO safety, Explosives Operations and Standard Operating Procedures (SOPs) training. All Contractor course of instruction shall be provided to the Government for review and approval prior to the training.

1.4.4 Training Reports. Training reports shall be submitted and individual employee training files shall be made available in accordance with the contract requirements.

PART 2.0 GENERAL REQUIREMENTS FOR TASK ORDERS (TOs)

2.1 UXO CLEARANCE UPDATED RECORDS. The Contractor shall maintain on Kaho'olawe Island and at the Honolulu PMO at least one complete set of UXO clearance records, data, database and full-size contract drawings marked to show completed work.

The drawings and data shall be available for review by the Contracting Officer upon request.

2.2 KAHOLAWE ISLAND REQUIREMENTS. Because Kaho'olawe Island is a former bombing range and an Archaeological District, the Contractor shall become familiar with and comply with all applicable requirements identified in the Regulatory Framework pertaining to island fire, safety, health, vehicular traffic, range control, security, historic property protection and environmental and natural resources protection. ***As required by Section V.G., Appendix B of the Regulatory Framework, Attachment JC.2, "The KIRC and the Navy shall jointly establish Island Rules, applicable to all personnel on the Island, to protect Kaho'olawe's natural and cultural resources during the Cleanup." The Contractor shall also develop base camp rules.*** Personnel working on the island shall keep within the limits of the work including avenues of ingress and egress, and shall not enter restricted areas unless required to do so and are cleared for such entry.

2.3 SCHEDULING

2.3.1 General. The Contractor shall schedule work so as to be the most cost-efficient while causing the least amount of interference with cultural events approved by the Government, including the KIRC's use of the surrounding island waters for troll fishing two weekends each month.

2.3.2 Special Requirement. ***Some of the island's beaches are known to be used as resting places by several endangered species, including the Hawaiian monk seal, the green sea turtle, and the hawksbill turtle. It is possible that the turtles also use the beaches for nesting. The island is also considered to be the home of a migratory bird species, the native Hawaiian owl (pueo). Work shall be scheduled to avoid interference with these species.***

2.3.3 Limited Access. The Contractor is advised that the MOU, paragraph VIII.C.(5)(h) authorizes the KIRC, in consultation with the Government, to designate certain areas as off-limits, or for limited access only, for the protection of historical, cultural and religious sites and artifacts.

2.3.4 Makahiki. Listed below are Makahiki Season periods during which the Contractor's operations and activities will not be allowed to intrude or be noticeable to Makahiki participants along the Makahiki route or at selected cultural sites. Exact dates and times will be provided to the Contractor at least one month in advance.

Opening of Makahiki: Mid November of each year (four consecutive days)

Closing of Makahiki: End of January of each year

2.3.4.1 Open Makahiki. Protect Kaho'olawe Ohana (PKO) access for the November Makahiki will begin at dawn on the selected date and continue all day. The procession will be from Hakioawa to Moa'ula and back via an agreed upon route. On the day before the procession, a Government UXO escort will coordinate the route with PKO representatives and arrange for inspection of the route before the procession begins.

2.3.4.2 Close Makahiki. PKO access scheduled for the January Makahiki will include camping for several days at Hakioawa. Beginning at dawn on a selected date and

continuing all day, a procession will follow a route from Hakioawa on the northeastern side of Kaho'olawe to Keanakeiki Beach on the southwestern side with processions along the way at selected cultural sites (e.g., Pu'u Moiwi and Moa'ula). Included in the processions are the shoreline areas between the Honokanai'a Base Camp and through Lae o Kealaikahiki Point to the northern edge of Keanakeiki Beach and along Rocky Road. For approximately two hours, during which time the procession passes through the Honokanai'a Base Camp portion of the Makahiki route, the Contractor and other personnel shall be required to remain in the structures and out of sight of the procession. Upon conclusion of religious and cultural ceremonies at Kealaikahiki Point, the Makahiki participants will return to Hakioawa by boat and depart Kaho'olawe the following day. On the day before the procession, a Government UXO escort will coordinate the agreed upon route with PKO representatives and arrange for inspection of the route before the procession begins.

2.3.5 PKO Access. As provided for by the Consent Decree, the PKO is allowed monthly access to Kaho'olawe for ten occasions a year. Each monthly access period will begin at sunrise and end two hours before sunset on the fourth consecutive day. During monthly access, the PKO is permitted in the area encompassing Hakioawa up to Lua Makika, and possibly to Moaula, within the marked boundaries of areas cleared of UXO. Government provided escorts will enable safe access to the areas for PKO personnel. The Contractor shall coordinate its activities with the Navy to control PKO access.

2.4 INFORMATION REQUIRED FROM THE CONTRACTOR

2.4.1 Contractor and Subcontractor Personnel. The Contractor shall provide a list of Contractor and subcontractor personnel. Names, addresses and telephone numbers (business and residence) for Contractor and subcontractor personnel shall be submitted for use in the event of an emergency.

2.5 RESTRICTIONS ON EQUIPMENT. The Contractor shall conduct, document and report Hazard of Electromagnetic Radiation to Ordnance (HERO) Analyses and Assessments for all communications, UXO detection, and other equipment capable of radiating electromagnetic radiation, based upon the documented UXO present on island. The Contractor shall submit completed HERO assessment documentation for Government review. The Contractor shall establish, document and enforce appropriate equipment restrictions and controls for HERO Susceptible, HERO Unreliable or HERO Unsafe ordnance, and may require electromagnetic interference suppression or other controls on Contractor's equipment and procedures to preclude increased hazard or risk. 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.

PART 3.0 HEALTH AND SAFETY

3.1 DESCRIPTION. The Contractor shall have an ongoing Health and Safety Program meeting the applicable requirements of the Occupational Safety and Health Administration (OSHA) including 29 CFR 1910.120, 29 CFR 1910.1200, 29 CFR 1926, DoD 4145.26-M,

and the latest version of the EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual. The applicable portions of DoD 4145-M and NAVSEA OP5 Vol. 1 will be employed in lieu of EM385-1-1 for applicable safety requirements for all explosive operations. In addition, the Contractor shall prepare, implement and enforce a Health & Safety Plan. The Contractor shall ensure that health and safety provisions are followed by their subcontractors, suppliers and support personnel. The Contractor shall comply with the strictest requirement when there are conflicts between documents.

3.2 UXO ESCORT. The Contractor shall provide UXO escort services for up to three simultaneous deployments of Government and Government authorized personnel.

3.3 SAFETY BRIEFINGS. The Contractor shall provide general safety briefings to all first time island visitors, as identified by the Government, and all Contractor personnel prior to arrival on the Kaho'olawe Island Reserve.

3.4 SANITATION. The Contractor shall provide and maintain adequate sanitary conveniences of a type approved for employees in accordance with 29 CFR Section 1910.142 OSHA requirements. Conveniences shall be relocated to island work sites to support mobile field teams. Upon area work completion, conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

3.5 PERSONAL PROTECTIVE EQUIPMENT (PPE). The Government requires all personnel to have, as a minimum, the following PPE readily available while on island: steel toe shoes or acceptable equivalent electricians composite shoes conforming to ANSI Z41, hard hat, sleeved shirts, and long pants. All Contractor personnel are required to have the minimum PPE to perform the work required by this contract. For the tasks to be performed, the supervisor and the safety officer, following established guidelines, activity/task risk hazard analysis and working SOPs, will be allowed to determine whether alternate or less protective footwear and head gear will be required. PPE requirements, guidelines, and working SOPs shall be incorporated into the Contractor's Health and Safety Plan.

3.6 ISLAND EVACUATION PLAN. The Contractor shall provide a Kaho'olawe Island Evacuation Plan to include emergencies such as fire, hurricane, or earthquake; and non-emergency situations such as utility outage and health related incidents.

PART 4.0 ENVIRONMENTAL PROTECTION REQUIREMENTS

4.1 GENERAL. The Contractor shall provide for the protection of the environment and natural resources during the life of the project. The Contractor shall plan for and provide environmental and natural resources protective measures in accordance with the Regulatory Framework.

4.2 ENVIRONMENTAL & NATURAL RESOURCES PROTECTION PLAN. The Contractor shall prepare and submit an Environmental & Natural Resources Protection Plan for review and approval. The Plan shall include specific sections for protecting land and natural resources, preventing increased erosion, storm water/sediment runoff control; solid waste management; hazardous material control, management and disposal; wastewater collection, treatment and disposal; ocean discharge; air pollution control; ozone depleting substance management; and pollution prevention initiatives. Specific plans, reports, analyses shall address, but are not limited to, the requirements discussed in Parts 4.2.1 - 4.3.

4.2.1 Protection of Land and Natural Resources. ***The plan for the protection of land and natural resources shall address: ecosystem management, coastal zone management, exotic organism control, conservation of ecological reserve areas, fish and wildlife, and land management.*** The plan shall also address the Contractor's approach to: 1) preventing the removal and/or destruction of trees, shrubs and grasses except in areas to be cleared; and 2) protecting marine mammals, coral reefs, and other resources potentially affected by the UXO clearance work. The waters surrounding the island are used by a variety of marine mammals, such as whales and dolphins as well as reptiles including sea turtles, which are protected by federal law. Some of the island beaches are known to be used as resting places for the endangered Hawaiian monk seal which are not to be approached or disturbed. The Contractor shall also provide this information at the initial briefing for all island workers and visitors.

4.2.1.1 ***Prevention of Introduction of Alien Terrestrial and Marine Flora and Fauna. The Contractor shall provide and document preventive measures to ensure alien terrestrial and marine flora and fauna are not brought or transmitted to Kaho'olawe via the Contractor's operations. 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.***

4.2.2 Erosion Prevention. The Contractor shall submit an Erosion Control Plan to control erosion resulting from all project activities. The establishment of soil or aggregate pits will require specific authorization from the Contracting Officer or designated representative. Burn off, as a means of UXO access or clearance shall be strictly controlled to eliminate or minimize erosion, wildfire, damage to historic properties, and disturbance of monk seals and other protected wildlife.

4.2.2.1 Burn Off Plan. ***The Contractor shall submit an Area Preparation SOP for burn off of grasses and foliage as part of the Range Control Operations SOPs.***

4.2.3 Storm Water/Sediment Runoff Control. The Contractor shall submit a plan to control storm water and sediment runoff pollution as a result of UXO clearance and support activities in compliance with applicable Federal and State requirements ***as contained in the Regulatory Framework.***

suppliers. The Contractor shall provide all personnel, equipment, materials, and facilities resources to satisfactorily accomplish the historic preservation work.

5.3.2 Historic Property Protection Decision Making. All historic property protection decision making shall be conducted by supervisory level or higher historic preservation personnel who are carrying out the Research Design and Implementation Plan prepared by the HPM. Tasks involving data recording shall be conducted by historic preservation personnel under the direct supervision of a supervisory archaeologist.

5.4 SPECIFIC PLANNING TASKS.

5.4.1 Research Design. The Contractor shall provide a Research Design in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (***Federal Register, Vol. 48, N. 190, 1983***), prior to on-island construction and UXO clearance activities. The Research Design must be written in consideration of the project's primary task, the clearance of UXO, and the restrictions imposed by this task on the collection of archaeological information. The Research Design shall identify and discuss the following:

- a. Previously recorded historic properties, including an identification of the categories of historic properties present on the Island, and a discussion of the historic context(s) and significance of these properties as presented in previous studies. Information provided on previously recorded historic properties shall include, if available, property designations, types, sources in which property is identified and recorded, level of previous recordation, locational data with an assessment of data accuracy.
- b. The conditions under which the recording of archaeological information will occur, and an estimation of the amount and kinds of information which can be collected in the context of UXO clearance and support activities.
- c. The objectives of the recording of archaeological information. The objectives shall include specific research problems or issues related to the current knowledge about the historic contexts or property types which can be addressed in the context of the UXO clearance project.
- d. An estimate of the point(s) at which further data recovery and documentation might fail to improve the usefulness of the archaeological information being recovered;
- e. The methods and techniques to be used to find the information, including all fieldwork tasks, possible sampling strategies, and laboratory analyses. Fieldwork methods and techniques which deviate from standard archaeological practices because of special safety or other concerns shall be clearly described and discussed;
- f. The Contractor's approach toward the treatment of each of the categories of historic properties identified in relation to anticipated types of adverse effects;

- g. A special component addressing historic properties located on the denuded uplands (i.e. the hardpan), including a discussion of the action of removing and replacing archaeological materials from deflated sites and the conditions under which this action may be appropriate, and;
- h. A special component addressing the identification and treatment of traditional cultural properties (TCPs), including a discussion of the methods by which the KIRC will be consulted on the identification and proposed treatment of TCPs.

5.4.2 Implementation Plan for Historic Preservation Services. The Contractor shall provide a comprehensive Implementation Plan and Task Order-specific addendums or revisions prior to the start of on-island construction and UXO clearance activities. The Implementation Plan shall include information necessary to substantiate the Contractor's approach to implementing the research design in the context of the UXO clearance project operations and specific Task Orders. The Implementation Plan shall also include information necessary for the Government to assess the soundness of the Contractor's approach.

5.5 SPECIFIC FIELD WORK TASKS.

5.5.1 Historic Property Survey. Historic property surveying shall be conducted to identify previously recorded and newly identified historic properties which are potentially affected by project activities, and to acquire sufficient information about those resources to make informed determinations of potential effect and informed decisions for historic property protection and treatment. The Contractor shall consult with the KIRC in order to identify Traditional Cultural Properties (TCPs) .

5.5.1.1 Historic property surveys shall be conducted to reasonably find all historic properties which may be visible on the surface of the ground and to assess the potential for subsurface deposits. Historic properties shall be marked for subsequent re-identification. Recording and documentation of survey results shall include, at a minimum: location data in accordance with the surveying requirements specified in Part 12.0; updated or new site descriptions, an assessment of the potential for subsurface resources, description and assessment of existing conditions; and significance evaluations based on National Register (NR) criteria for evaluation.

5.5.2 Determination of Effect. The Contractor shall determine the effect each project activity may have on specific historic properties by applying the Advisory Council on Historic Preservation's (ACHP's) criteria of effect (36 CFR Part 800.9). This determination may require consultation and coordination with UXO, construction, and/or support activity personnel. The Contractor shall consult with the KIRC in determining potential effects to TCPs. Documentation of determinations of effect shall provide sufficient information to

explain how the findings were reached.

5.5.2.1 In cases of potential adverse effect to historic properties, the Contractor shall develop and document recommendations to avoid or mitigate potential effects. Recommendations with supporting documentation shall be presented to the Government and the KIRC for review and concurrence prior to implementation.

5.5.3 Historic Property Protection Monitoring. The primary purpose of monitoring project activities is to avoid or mitigate adverse effects to significant surface and subsurface historic properties during project activities.

5.5.3.1 Monitoring of project activities that potentially affect historic properties located on the ground surface shall include providing instruction to workers for historic property avoidance and precautionary behavior combined with on-site monitoring.

5.5.3.2 Monitoring of ground disturbing project activities in areas with known or potential subsurface historic properties shall include the identification, recording, analysis, and evaluation of archaeological resources as well as non-cultural, recent historic, and modern deposits. Data collected shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, and to discuss their known extent through vertical and horizontal space.

5.5.4 Data Recovery. The primary purpose of data recovery is to mitigate adverse effects to significant surface and subsurface historic properties during project activities. Data Recovery actions are defined as field recording, surface collection, and excavation.

- a. Field recording will include such actions as site/feature description, mapping, and photography at a more intensive level than recording undertaken during historic property surveying.
- b. Surface collection (with field recording) consists of the systematic recovery of archaeological materials from the ground surface.
- c. Excavation consists of the recovery of archaeological information from subsurface archaeological resources and includes the recovery and analysis of archaeological and environmental materials. Data collected shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, and to discuss their known extent through vertical and horizontal space.

5.5.5 Special Protection Tasks for UXO Detonations. The Contractor shall, in accordance with applicable plans and SOPs, conduct field work tasks in addition to those listed above to preclude or minimize adverse effects to historic properties from planned explosive events. These tasks may include the construction, transportation, placement, and subsequent removal of physical barriers (Protective Works); the recording of historic preservation data before, during (i.e. remotely), and after detonations; and site restoration.

5.5.5.1 The Contractor shall evaluate and document the effect or absence of effect on each historic property potentially affected by the explosive event. Evaluations of effect and adverse effect shall be based upon the ACHP Criteria of Effect and Adverse Effect (36 CFR Part 800.9). Documentation shall be sufficient to support the evaluation results.

5.5.6 The Treatment of Human Remains and Associated Objects. In the event of the inadvertent discovery of known or suspected human remains and/or associated objects, the Contractor shall stop work in the immediate area, protect the discovery from imminent harm, and immediately notify the Contracting Officer or designated representative. The Contractor shall use the services of personnel trained in the field identification of human remains to confirm the discovery. Work in the area shall be suspended until the Contractor receives written notification to proceed from the Contracting Officer or designated representative. Treatment of known or confirmed human remains will be determined by the Navy and the KIRC on a case-by-case basis, but may require the Contractor to perform site stabilization, data collection, or data recovery.

5.5.6.1 The Contractor shall have at least one historic preservation field staff person on island at all times field work is being performed to respond to any inadvertent discovery of known or possible human remains. This person shall have the training and skills necessary to perform field identification of human remains.

5.6 OTHER SPECIFIC TASKS.

5.6.1 Historic Preservation Progress Reports. The Contractor shall prepare and submit monthly, quarterly and annual progress reports on the historic preservation work performed.

5.6.2 Treatment of Archaeological Materials. All archaeological materials collected except human remains and associated objects shall, at a minimum, be cleaned, sorted, identified, catalogued and prepared for long-term storage by the Contractor. Treatment measures shall be conducted under the supervision of a qualified professional Laboratory Director.

5.6.3 Curation. The Contractor shall ensure that all records and recovered archaeological materials are retained and curated in accordance with Department of the Interior 36 CFR Part 79.9, Curation of Federally Owned and Administered Archaeological Collections. The Contractor shall temporarily retain custody of all records and archaeological materials until otherwise directed by the Contracting Officer or designated representative. The Contractor shall assist the Government in its effort to work cooperatively with the State of Hawaii to develop a curation facility on Kaho'olawe.

5.6.4 Data Base. The Contractor shall document all historic property data recorded in the field, historic preservation recommendations, records of decision, and historic property protection results.

5.6.5 Historic Preservation Task Order Report. The Contractor shall prepare a Final Report for each Task Order in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (*Federal Register, Vol. 48, N. 190, 1983*). The final report shall identify and discuss the historic preservation tasks performed and the results of those tasks. The report shall present the protection procedures used for all historic properties potentially affected by project activities and the results of those protection efforts. The report shall also present all information obtained on the historic properties of Kaho'olawe, such as site descriptions, location data, significance evaluations, site conditions, and recommendations for long-term management.

5.6.6 Historic Properties Close Out Report. The Contractor shall prepare a Close Out Report that contains a complete summary of all Historic Properties tasks performed, the results of those tasks, and recommendations for long-term management.

PART 6.0 PROGRAM MANAGEMENT OFFICE (PMO) AND CONTRACT MANAGEMENT SYSTEM (CMS)

6.1 SUMMARY OF WORK. This part establishes the requirements for a Program Management Office (PMO) and Contract Management System (CMS). The PMO will provide the overall planning and management of Task Orders (TOs). The Contract Management System will be an integrated system to manage each TO utilizing the HTRW Remedial Action Work Breakdown Structure (WBS).

6.2 PROGRAM MANAGEMENT OFFICE (PMO)

6.2.1 General. Program management activities under the PMO shall be provided in a Program Management Plan in accordance with Section J, Attachment JC-6, on an on-going basis for the duration of the contract. Program management functions include the dedication of personnel to the Program Management Office who are principally responsible for overall planning, monitoring, managing TOs, and establishing and complying with the CMS. This includes the technical, management, administrative, clerical, and secretarial activities performed by a regional and/or project office, and the support functions performed by the corporate office. The PMO is responsible for 1) ensuring that TOs are completed in a timely, cost-effective, and highly competent manner with quality output; 2) the resolution of Government concerns regarding program-wide issues and work performance; 3) the necessary liaison with corporate offices to ensure adequate resources are identified and obtained for each TO; and 4) establishing an integrated CMS and ensuring that the CMS is utilized by the appropriate resources to manage the TOs.

6.2.1.1 Program management includes but is not limited to the following tasks: coordinating work assignments between Government and Contractor personnel; identification of project needs for manpower and subcontractor effort; monitoring and managing projects in terms of safety, quality, schedules, and costs; preparation of

financial and technical reports for individual projects and overall programs; performing necessary reviews; monitor and ensure timely quality submittals; management of subcontractor effort; dissemination of program policies and procedures to various project managers and support staff; and contract close-out.

6.2.1.2 The PMO, following receipt of a Request for Proposal (RFP) from the Contracting Officer, shall be responsible for pre-award activities leading to issuance of a TO or the modification of a TO. This includes the review of Government specifications and Statements of Work, support for scoping meetings and site visits if necessary, preparation of technical proposals and cost estimates, fact-finding if required, and negotiations to establish estimated costs and award fee for the effort. Cost estimates shall include direct labor, overheads, subcontract effort, and consideration of travel and transportation cost in accordance with applicable Travel Regulations and any advance agreements established subsequent to award of the contract.

6.2.1.3 The PMO shall ensure that personnel responsible for planning, coordinating, monitoring, and managing schedule and work effort under this contract (which includes large, long-term, technically complex projects) shall access and utilize the CMS in order to ensure real-time project management.

6.2.1.4 The Contractor shall establish an office to support the program management functions within the vicinity of PACNAVFACENGCOM, in areas such as Pearlridge, Salt Lake, Aiea, and the Airport. If other areas in Oahu are proposed, the Contractor shall cite the logistical and cost benefits for that selection. The Contractor shall provide the Government with office facilities in the office to include 12 office spaces for Government personnel and one conference room (20 person capacity) that can be divided into two (10 persons each).

6.3 CONTRACT MANAGEMENT SYSTEM (CMS).

6.3.1 General. The CMS, as a minimum, shall be an integrated system with the HTRW Remedial Action Work Breakdown Structure (WBS) to manage each TO for: 1) planning and scheduling, 2) cost variance analysis, 3) cost estimating, budgeting and accounting, 4) quality control, 5) procurement management and 6) other required contract reports. Data within the CMS shall be processed monthly to coincide with data transfers and generation of monthly status reports to the Contracting Officer. The WBS to be used for this contract is provided in Attachment JC.5.

6.3.1.1 The Program Management Plan shall incorporate the plan for the CMS system and shall include, but not be limited to, the following:

- a. Introduction: Overall Purpose, Scope, and Objective.
- b. Organization:
 - 1) Organizational Structure.
 - 2) Staff Assignments, Including Key and Non-Key Personnel.

7.8 COORDINATION AND MUTUAL UNDERSTANDING MEETING. The Contractor shall schedule a meeting showing location, date and agenda with the Government to present the QC program after submitting the QC Plan, and prior to the start of work. ***The Contractor shall notify the Contracting Officer at least two days prior to the scheduled meeting date to provide all Government representatives and the KIRC with the opportunity to attend.*** The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration work on and off-site, and coordination of Contractor's management, production and QC personnel. The Contractor shall explain in detail how the three phases of control will be implemented for each definable feature of work. The Contractor's personnel required to attend shall include firm principal, program manager, senior project manager, project superintendent, QC Managers, A-E, and subcontractor representatives. Each subcontractor assigned QC responsibilities shall have a principal of the firm at the meeting. Minutes of the meeting shall be prepared by the QC Manager, signed by the Contractor, A-E, and Government representative(s) and provided to all attendees. The meeting room shall have appropriate equipment such as a VCR & monitor, overhead projector and a flipchart.

7.8.1 Weekly QC Meetings. The Project QC Manager shall conduct weekly QC meetings at the work site with the senior project manager, project superintendent(s) and other QC Managers. The Project QC Manager shall prepare the minutes of the meeting and provide a copy to the Contracting Officer within two working days after the meeting. ***The Project QC Manager shall notify the Contracting Officer at least two days prior to each meeting to provide all Government representatives and the KIRC the opportunity to attend.***

PART 8.0 CONTRACT DELIVERABLES

8.1 PREPARATION. All submittals shall be prepared and submitted as identified in the Contract Deliverable List (CDL) provided in Attachment JC.6. As the project progresses, additional submittals may be identified and added to the CDL. Submittals shall be tracked in accordance with the CDL Submittal Status Log. The Contractor shall provide estimated cost(s) for each CDL item in response to an RFP for a specific TO.

8.2 SUBMITTALS. The Contractor shall provide submittals or deliverables in accordance with the requirements stated in the Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), as well as any other requirements which have been established in the contract.

PART 9.0 ACCESS CONTROL

9.1 RESTRICTIONS. The United States Navy controls access to Kaho'olawe Island. Entry upon Kaho'olawe Island is prohibited without advance authorization from COMNAVBASE Pearl Harbor via PACNAVFACENGCOM Pearl Harbor. ***The Contractor shall ensure that persons and organizations requesting access to Kaho'olawe comply with the following procedures:***

- a. Request access authorization in writing from the Commander, Naval Base, Box 110 (Code N3), Pearl Harbor, Hawaii 96860-5020 (via PACNAVFACENGCOM) at least

14 calendar days prior to the requested dates. Provide access information including the exact number of visitors, time, and location of access, designation of person in charge, and any other pertinent information such as a list of the exact number of employees, names, occupation/position in company, and dates of arrival. Employee access authorization will be valid for a six month period.

- b. Submit required training certification documents for each individual that will allow access on the island. This training shall include as a minimum:
 - (1) Cultural Orientation.
 - (2) Ordnance Safety and UXO Orientation.
 - (3) ***The following appropriate training required by 29 CFR1910.120(e):***
 - 40 hour Installation Restoration Health and Safety Training***
 - 24 hour Installation Restoration Health and Safety Training***
 - 8 hour Annual Refresher on Installation Restoration Health and Safety Training***
 - 24 hour Supervisors course on Installation Restoration Health and Safety Training***
 - Additional required Installation Restoration Health and Safety Training***
- c. Submit a properly endorsed Standard Liability Release Form (available from PACNAVFACENGCOM, Pearl Harbor, HI 96860-7300) for each individual, prior to entry.
- d. The Contractor shall maintain range control logs which identify all personnel accessing the island and those personnel dispatched to restricted/exclusion areas under the authority of the Range Control/Operations Officer. A weekly report shall be submitted to the on-island Navy Technical Representative (NTR).
- e. ***Infrequent Island visitors including VIPs shall follow established SOPs.***

9.2 PERSONNEL CONTROL. The Contractor shall maintain a system that accounts for all personnel and their movement on-island.

PART 10.0 CAMP OPERATIONAL REQUIREMENTS

10.1 GENERAL. This part describes the general operational requirements for the base camp at Honokanai'a and any other camps that may be established by the Contractor on Kaho'olawe Island to support Government personnel, Contractor personnel, and other Government authorized personnel. The Contractor shall provide all labor, material, equipment, supplies, parts, transportation, supervision, administration, and management to operate the base camp in a safe manner in accordance with all applicable OSHA requirements and environmental regulations. The Contractor shall inspect, maintain and repair facilities to meet, as a minimum, 29 CFR Section 1910.142 standards for a temporary labor camp. The Contractor shall also provide office support including administrative, telephone, fax, printing, computers and supplies for Government personnel. If the Contractor elects to have an office off-island, the Contractor shall provide co-located office support for Government QA personnel. The Contractor shall provide a Base Camp Orientation Briefing to all new arrivals that shall include but not be limited to: camp rules, food service and sanitation facilities.

10.8 POTABLE WATER SYSTEM. Provide all labor, tools, equipment and material necessary to repair, operate and maintain the base camp potable water system. The system includes a reverse osmosis (RO) treatment system, ocean intake feed water system, brine disposal system, chlorine injection system, treated water storage tanks, and a pump/pipeline distribution system. The primary RO unit is rated at 2,300 liters per day. The alternate RO unit that is on-site is rated at 34,000 liters per day. However, installation of this unit has not been completed. The Contractor shall verify the condition of both RO units and their ability to provide an adequate quantity of potable water. Potable water is limited to 189 liters/person/day and is restricted to drinking, bathing, hand washing and kitchen use only. Water conservation practices shall be implemented to include the use of low flow fixtures, compost toilets and the use of gray water for irrigation and dust control. Operation and maintenance procedures shall comply with federal and state drinking water requirements. The Contractor shall submit the required water test plans, emergency procedures and reports.

10.8.1 O&M Personnel. The water system operation and maintenance personnel shall be properly trained by the equipment manufacturer(s) and certified by the State in the operation and maintenance of all water system facilities and equipment including RO treatment, disinfection, storage, distribution and the collection of samples for transport to a certified laboratory for analysis.

10.8.2 Monitoring of Water System. Monitoring of total and fecal coliform shall be performed in accordance with HAR 11-20-9. Monitoring of organic, inorganic, turbidity, and radio nuclides shall comply with HAR 11-20-10 to HAR 11-20-13. The water system shall meet Surface Water Treatment Rule Requirements per HAR 11-20-46 and Lead and Copper rule per HAR 11-20-48. Monitoring of special contaminants and unregulated contaminants shall be performed in accordance with HAR 11-20-34 to HAR 11-20-37. Record keeping practices shall follow HAR 11-20-19. Notification procedures, in the event of non-compliance, shall be in accordance with HAR 11-20. The Contractor shall submit water monitoring reports as required.

10.8.3 Extended Services. The Contractor shall extend maintenance services to include the RO unit and water system monitoring service at Hakioawa Camp.

10.9 TRANSPORTATION OPERATIONS AND MANAGEMENT. Provide all labor, tools, equipment and material for Contractor and Government authorized personnel, equipment and material transportation operations and management requirements to and from Kaho'olawe and on Kaho'olawe Island. Services shall include, but not be limited to, air transportation (helicopter), sea cargo transportation (barge and/or landing craft) with beach loading and unloading capability and island surface transportation (all terrain vehicles). The island has helicopter landing mats but no fixed seacraft or aircraft facilities. The limited island roadways are unpaved and subject to flooding and erosion.

10.9.1 Vehicles. Surface transportation vehicles shall be provided for on-island use by authorized Contractor and Government personnel. Transportation vehicles shall be

maintained to provide a reliable transportation operation. Maintenance requirements include preventive, routine and emergency maintenance capabilities. All incoming vehicles for on-island use shall be inspected and certified to be clear of any alien species of flora & fauna. All outgoing vehicles shall be inspected and certified to be clear of UXO and associated items.

10.10 SOLID WASTE COLLECTION AND DISPOSAL. *Provide all labor, tools, equipment and material to operate and maintain a solid waste management system in accordance with the Regulatory Framework.* Solid waste includes non-hazardous garbage, refuse, scrap and other non-industrial liquid, semi-solid and solid materials generated as a result of base camp activities. Solid waste management activities shall be conducted to adequately protect human health and to prevent the propagation of insects, rodents and other pests. The Contractor shall prepare and implement a Base Camp Solid Waste Management Plan to minimize waste production and to recycle materials to reduce the quantity of waste for off-island landfill disposal. The system shall include waste reduction measures, source separation methods, recovery of recyclable materials, on-island composting of organic material and the packaging and short term storage of collected materials for off-island shipment and delivery to recycling centers and landfill disposal facilities. Services shall include the collection, temporary storage, transport and off-island disposal or use of the waste material. On-island disposal of solid waste is prohibited.

10.11 MEDICAL SERVICES. Provide all labor, equipment and material for emergency medical services (EMS) to include an on-island first-aid medical facility and emergency medical evacuation. Prepare and submit an Emergency Medical Services Plan that is coordinated with the Maui County EMS System and make prearrangements for Emergency Air Ambulance/Medical Services in compliance with the State of Hawaii Health Department Regulation, Chapter 72, State Comprehensive Emergency Medical Services System. Emergency medical services shall be provided by properly trained and certified personnel and shall be available 24 hours/day, 365 days/year including emergency air ambulance services.

10.12 FOOD SERVICES. Provide food service functions limited to cooking and baking Monday through Sunday, breakfast, lunch and dinner. ***Food service shall be provided to Contractor, Government, KIRC personnel, and Government-authorized visitors.*** Also provide unattended snack and beverage such as water, juice, hot chocolate, coffee services in the mess deck after dinner until 2000 hours. When requested in advance, food shall be prepared and ready for pickup by field personnel. A Food Service SOP shall be submitted to include a separate cost accounting system for all services provided.

10.12.1 Quantity and Quality of Food. Food shall be served in amounts specified by NAVSUP Publication 7, Index of Recipes. The Contractor shall provide fully trained and qualified personnel thoroughly familiar with and in compliance with a food sanitation program pursuant to NAVSUP Publication 421, Food Service Operations. The Contractor shall provide food in a facility in compliance with NAVMED Publication 5010, Manual of Preventive Medicine, Chapter 1, Food Service Sanitation. The Contractor shall provide at

least one MSG free, low salt, low cholesterol entree with every meal.

10.12.2 Operations & Maintenance. Operate and maintain food service equipment listed in Attachment JC.10.

10.12.3 Food Service Personnel. Food service personnel shall be properly trained and medically certified to perform the required food service functions.

10.13 BILLETING. ***The Contractor shall provide lodging for Government personnel, KIRC personnel, and Government-authorized visitors.*** Billeting facilities shall be as specified by OSHA requirements for temporary labor camps. The Government will give five calendar days advance notice of billeting requirements. The Contractor shall provide one set of clean linen per person per week. Billeting facilities operation, maintenance and repair logs shall be maintained and made available to authorized personnel upon request.

10.14 OPERATION & MAINTENANCE OF POL SYSTEMS. Provide approved petroleum, oil and lubricant (POL) products, equipment and services to support activities on Kaho'olawe. Comply with standards and regulations on transportation, storage, issuance and disposal of POL products, to include spill prevention and cleanup requirements in accordance with Part 4.2 Environmental Requirements and Part 10.3 Hazardous Waste & POL Collection, Accumulation, Transportation and Disposal. Protect, repair and maintain containment structures, including those for secondary containment in accordance with Government requirements to include DM-22, Petroleum Fuel Facilities. Establish Standard Operating Procedures, hours of operation, safety procedures and fire prevention measures in order to conduct POL operations in a safe manner. Personnel shall be properly trained and certified in the operation and maintenance of similar POL systems. POL O&M and spill plans shall be submitted in accordance with the contract requirements.

10.15 FIRE PROTECTION SERVICES. Plan, develop, and implement a fire protection and suppression program for the base camp. Fire fighting equipment and volunteer fire fighting services shall be provided 24 hours/day, 365 days/year. Fire fighting shall be restricted to brush fires and to small structural fires in areas cleared of UXO that can be readily handled. Refer to Part 11.0 for additional requirements.

10.16 SECURITY SERVICES. Develop and enforce base camp security procedures. All Contractor personnel shall be briefed in the general security procedures for Kaho'olawe Island including Navy access requirements, water and land trespass definitions, and procedures regarding notification of trespass violations. The Contractor shall be responsible for base camp personnel safety and securing and safeguarding all base camp property, facilities, equipment and material. The Contractor shall provide for the timely reporting of all unlawful activities including criminal violations, personnel injuries and property losses and damage.

10.16.1 **Security and Transportation Requirements.** The Contractor shall comply with security and transportation requirements of 49 CFR, ATF P5400.7, DoD 5100.76M, DoD 5200.8R, OPNAVINST 5530.13B, OPNAVINST 5530.14B and State of Hawaii requirements prior to and after receipt of any explosive material. The Contractor shall ensure that an up-to-date audit procedure is maintained for all UXO and explosives. The audit must include all material not indigenous to the site with special attention to UXO material, and the transport and disposal of materials off-site.

10.17 **COMMUNICATIONS.** The Government has eight existing lines with some expansion capability. Provide all labor, tools, equipment and material to operate, maintain and repair all communications systems. The systems, listed in Attachment JC.10, include, but are not limited to: radio consoles/equipment, transmission lines, antennas, hand-held radios, telephones, cellular phones, FAX machines, range control equipment, microwave radio communication equipment, solar panels and battery equipment. All communications systems shall comply with the HERO requirements contained in Part 2.5. The Contractor shall obtain all required operating permits. A Communications Plan and SOP shall be submitted as required by the contract.

10.18 **ENGINEERING AND MAINTENANCE CONTROL SERVICES.** Provide all labor, tools equipment and material to perform the required engineering and maintenance control services in accordance with NAVFAC MO-321, Maintenance Management. Services shall include, but are not limited to:

- a. A detailed turnover inspection followed by annual control inspections of all base camp structures and facilities.
- b. Identification of deficiencies and maintenance, minor repair and/or replacement work required to comply with applicable health and safety requirements.

Work completed in Part 10.18 is preparatory for the additional work to be accomplished in Part 10.19.

10.18.1 **Service Personnel Qualifications.** Engineering and construction inspection personnel that conduct the work shall be properly trained, certified/licensed and otherwise qualified to perform such work.

10.19 **BUILDINGS AND STRUCTURES MAINTENANCE/REPAIR.** Provide all labor, tools, equipment and material to perform the required buildings, structures and installed equipment maintenance and repair work resulting from the inspection work performed in Part 10.18. An annual Preventive Maintenance Inspection/Service (PMI) program shall be prepared and implemented that provides for the systematic performance of preventive maintenance services on all vital operating equipment, structures and facilities. A monthly work plan shall be prepared and implemented to accomplish the work. A facilities O&M plan shall be submitted. All maintenance and repair work shall be performed or supervised by journeyman craftsman properly trained and certified in the craft being performed.

10.20 SUPPLY MANAGEMENT. The Contractor shall establish an appropriate material supply, inventory and record keeping system to manage, procure, transport, receive, store, stock, issue, pack and dispose of supply materials used on-island. Supply materials include consumables, minor property, plant property, equipment, parts and related items to support the base camp and UXO clearance operations.

10.20.1 General. The Contractor shall determine, order and stock all parts and consumable materials for the operation and maintenance of facilities, equipment and vehicles. A list of these materials shall be provided to the Contracting Officer in accordance with FAR Part 45.

10.20.2 Material Control. The Contractor shall receive, check, inspect and control all supply materials. Appropriate records shall be maintained and submitted to the Government in accordance with FAR Part 45.

10.20.3 Reporting. The Contractor shall investigate missing supplies, materials, consumables, overages, shortages, damaged and rejected material and shall take appropriate action. The Contractor shall also provide required correspondence and reports to the Contracting Officer.

10.21 Weather Station. *Maintain a Government installed weather station located in the Honokanai'a Base Camp. Data should be entered on a daily basis and submitted to the Government on a weekly basis.*

PART 11.0 FIRE PROTECTION

11.1 GENERAL. Wildfire is the main concern resulting from incidents in the field or in the camp. Water supply for fire suppression is practically non-existent. To mitigate wild fire from sweeping through the base camp(s) or other vital facility, a 15.25 meter (50-foot) fire break shall surround each facility and be maintained in accordance with the Grounds Maintenance requirements in Part 10.5. A Fire Protection Plan shall be submitted that shall specify fire safety requirements established by state and federal fire protection agencies. Explosive safety standards for UXO clearance explosive operations shall also be included in the plan.

11.2 CONTRACTOR RESPONSIBILITY. Levels of Contractor responsibility for fire safety shall be established within the safety and health organizational structure to ensure that both range and base camp fire safety is provided for. Special safety oversight shall be provided at each organizational level for emergency response requirements, such as evacuation or taking shelter, and the protection of explosive/UXO in storage or holding areas. Volunteer fire fighting services and rescue services shall be provided. Fire fighting shall be limited to those fires which can be readily handled by available equipment and shall be restricted to areas cleared of UXO. The Contractor shall ensure that all Contractor and subcontractor employees are briefed on the Fire Protection Plan, and ensure they respond appropriately during a fire alarm or fire in accordance with evacuation instruction procedures. The Contractor shall be responsible for adhering to all fire safety requirements for handling and storage of combustible supplies, materials, waste, and trash. The Contractor shall have trained personnel available on-island for

each type of fire extinguishing equipment.

PART 12.0 SURVEYING

12.1 GENERAL. The surveyed horizontal geographic position and state plane coordinates shall be referenced to permanent or semi-permanent control points existing on Kaho'olawe Island and shall be accurate to one-quarter meter (0.25 m), plus or minus. Horizontal control of Class one, third order or better shall be established for all new semi-permanent and tertiary control points. Horizontal control shall be referenced to the North American Datum of 1983 [NAD83] and the Hawaii State Coordinate System - Zone two (5,102). Data conversions from the metric system to the English system shall use the U.S. Survey Foot definition (1 meter = 39.37 inches exactly). All drawings and calculations shall contain a prominent note stating same. Surveying results shall be submitted in accordance with the contract requirements.

12.2 GLOBAL POSITIONING SYSTEM (GPS). Boundary and location survey of UXO, historic properties, base camp improvements, utilities, and roadways shall be performed utilizing the Global Positioning System (GPS) to the maximum extent possible. The Contractor shall survey the clearance boundaries and define the perimeter corners of clearance areas with visible markers. The Contractor shall survey the location of all confirmed UXO items found during surface/subsurface clearance operations, any planimetric features, fence lines, other significant land features not shown on existing maps, and Historic Properties identified during the project. All location surveys of UXO shall have a horizontal accuracy of 1 meter and a vertical accuracy of 0.25 meters.

12.3 HORIZONTAL AND VERTICAL CONTROLS. The Contractor shall use the existing verified Geodetic Control points, updated to the World Geodetic System of 1984 (WGS 84) Geocentric Reference System (GRS), for all horizontal and vertical controls used for the surveying of Kaho'olawe Island during the contract. See Attachment JC.7, USC&GS Geodetic Control points on Kaho'olawe Island dated 5 April 1995.

12.4 FINAL SURVEY MAP. The final survey map of the project work areas shall be completed with 1-meter contours and spot elevations surveyed every 30-meters. All spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 meters.

PART 13.0 RANGE CONTROL OPERATIONS

13.1 RANGE CONTROL OPERATIONS PLAN. The Contractor shall develop and submit a Range Control Operations Plan that shall include all aspects of range operations and control for Government review and approval. Specific sections in the plan shall include the requirements in the scope of work that include, but are not limited to, health and safety, access control, camp operations, range operations, range control, communications, O&M, island security, UXO operations/processes, and construction operations.

13.2 RANGE CONTROL STANDARD OPERATING PROCEDURES (SOPs). SOPs shall include, but not be limited to: passes/badges, access to and on Kaho'olawe Island, area survey, area preparation (including burn off), surface/subsurface sweep, open burn area, open detonation area, demolition, excavation, protective works, explosive holding area, open storage area, thermal treatment area, site maintenance (Kaho'olawe Island Reserve O&M, long term monitoring & risk assessment), Federal Aviation Administration (FAA) request & notifications, individual training files (in accordance with 29 CFR 1910.120), UXO clearance records (grid files), topographic, surveys and surveying data, range control personnel list, communication and maintenance procedures, security, evacuation, escort, and construction activities.

13.2.1 SOP Requirements. All SOPs shall be written to provide detailed procedures. Each subsection or part shall be agreed upon by the HSM, PQCM, RCO and SPM and shall be signed by the appropriate supervisor and individual operators/personnel with a statement that he/she have read and understand the procedures in each SOP. The SOPs will be reviewed annually as a minimum and annotated as such on the approval page.

PART 14.0 COMPLIANCE DOCUMENTS

14.1 GENERAL. Comply with the requirements contained in the following documents, date as shown or current version, to the extent specified in the column entitled "Tailored Application." The Attachments are provided in Section J.

COMPLIANCE DOCUMENTS

TITLE	TAILORED APPLICATION	ATTACHMENT
Map of Kaho'olawe	All	JC.1
Regulatory Framework	All	JC.2
Ordnance Type Found on Kaho'olawe	All	JC.3
List of Contractor Key Personnel	All	JC.4
HTRW Remedial Action Work Breakdown Structure (RA WBS), Level 5, current version. (WBS unique to this contract)	All	JC.5
HTRW Remedial Action Work Breakdown Structure (RA WBS), current version	All	Not Attached
Contract Deliverables Data Item Legend Contract Deliverable List (CDL) Remark A Report Schedule CDL Distribution Address	All	JC.6
USC&GS Geodetic Control Points, Kaho'olawe Island, 5 April 1995	All	JC.7
Service Contract Act Wage Determination, current version	All	See Section G, paragraph G15. Section J, Attachment JL-11 is for solicitation purposes only.
Davis Bacon Act Wage Determination, current version	All	See Section G, paragraph G15. Section J, Attachment JL-12 is for solicitation purposes only.
Order For Supplies or Services, DD Form 1155	All	Not Attached
Award Fee Plan	All	JC.8
Subcontracting Plan	All	JC.9
Government Furnished Property Inventory	All	JC.10
Joint Travel Regulations, current version	All	Not Attached
Reserved	All	JC.11

REPLACEMENT PAGES

SECTION K

Enclosure (2) of
Amendment No. 0006

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

* If approved by the head of the contracting activity, this period may be increased up to 36 months.

(End of provision)

K8 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that --

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____(country).

(End of provision)

K9 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[list names, titles, and telephone numbers of the authorized negotiators]*.

(End of provision)

K10 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Quoter

(End of provision)

K11 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1995)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8744.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not **itself** manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small **disadvantaged** business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. **"Small business concern"**, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern", as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K12 FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certified that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

(End of provision)

REPLACEMENT PAGES

SECTION L

Enclosure (3) of
Amendment No. 0006

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 **and shall be limited to 17 pages with a maximum two-page attachment. Any applicable SFs 294 and 295 or other documentation supporting prior performance shall be limited to no more than six pages.** 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.)
Standard Forms 294 and 295, or other supporting documentation if applicable, 6 page limit.

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,

(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. **SFs 294 and 295 or other documentation supporting prior performance may be submitted and shall be limited to no more than six pages.**

(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.

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 **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.

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)

REPLACEMENT PAGES

ATTACHMENT JC.6

Enclosure (4) of
Amendment No. 0006

PART A**LEGEND
for CDL and Remark A**

Background. The Contract Deliverable List (CDL) on **pages ii and iv** lists deliverables that the Contractor shall submit to the Contracting Officer during execution of this contract. The titles of the columns are self explanatory. However, the following descriptions provide additional information and clarification for each column.

COLUMN No. 1 ITEM NO.

This column is the alphanumeric designator for each deliverable.

COLUMN No. 2 TITLE.

This column contains the title of each deliverable category.

COLUMN No. 3 CONTRACT REFERENCE.

This column references relevant Part Numbers in Section C of the RFP.

Various indicates that the deliverable is noted in various Parts of Section C.

COLUMN No. 4 APPROVAL CODE.

- | | |
|------------|---|
| A | Approval required by the Contracting Officer or representative. |
| C | Government will review and provide comments. |
| G42 | Number of calendar days for Government review, i.e. 42 days. |
| C14 | Number of calendar days the Contractor has to resubmit including subcontractor response time. The Contractor shall provide a written explanation for each comment not responded to. |

COLUMN No. 5 SUBMITTAL FREQUENCY.

- | | |
|-------------------|---|
| ASREQ | As Required. The frequency is self explanatory in Section C or in the Report Schedule on Page iv. |
| One/R | Once with subsequent revisions. |
| M or Mthly | Monthly; within 30 calendar days after the previous submission. |

Daily	Every day.
Wekly	Every week.
Bi-We	Every two weeks.
Q or Qtrly	Quarterly; at the end of the quarter.
A or Annly	Annually; at the end of the year.

COLUMN No. 6 DATE OF SUBMISSION. Column 5 abbreviations also apply.

XDAE	Calendar Days After Event; X is the number of calendar days. <i>Event is defined as a specified action such as the end of a Task Order, the completion of a report, preparation of cost estimates, completion of field work, etc.</i>
XDATO	Calendar Days After Task Order award. <i>For repetitive submittals such as log data, weekly, bi-weekly and monthly reports, sampling and testing analyses, etc. XDTAO means continuous submittals X days thereafter until the end of the Task Order or contract.</i>
XDBTO	<i>Calendar Days Before Task Order award.</i>
XDBE	Calendar Days Before Event.
XDBCh	Calendar Days Before Change.
XDARC	Calendar Days After Receipt of Comments.
ASREQ	<i>As Required. The dates for submittals are self explanatory in Section C or in the Report Schedule on Page iv.</i>

COLUMN No. 7 DISTRIBUTION.

Distribution shall consist of draft and final hard copies (Columns 7a and 7b) and electronic copies per Remark A of the item. Distribution shall be by the Contractor. The address of each distributee is on the CDL Distribution Address listing on Page v.

For Reports, refer to the Report Schedule on page iv that shows when and to whom the Reports are to be submitted. The codes and abbreviations for the CDL also applies to the Report Schedule. Column 3 is intentionally left out.

PART B
CONTRACT DELIVERABLE LIST

1	2	3	4	5	6	7a	7b	7	8	9
ITEM NO	TITLE	CONTRACT REFER.	APPROVAL CODE	SUBMIT FREQ	DATE OF SUBMISS.	DRAFT COPIES	FINAL COPIES	TOTAL COPIES	REMARKS	ESTIMATED TOTAL COST
A1	Program Management Plan	C 6.2, 6.3	A:G42/C14	One/R	35DATO	18	16	34	RemarkA	
A2	Program Management SOPs	Various	C:G42/C14	One/R	56DATO	11	9	20	RemarkA	
A3	Program Management Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A4	Health and Safety Plan	C 3.1	A:G42/C14	One/R	35DATO	12	12	24	RemarkA	
A5	Health and Safety SOPs	Various	C:G42/C14	One/R	56DATO	10	10	20	RemarkA	
A6	Health and Safety Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A7	Environmental & Natural Resources Protection Plan	C 4.2	A:G42/C14	One/R	35DATO	10	12	22	RemarkA	
A8	Environmental & Natural Resources Protection SOPs	Various	C:G42/C14	One/R	56DATO	10	9	19	RemarkA	
A9	Environmental & Natural Resources Protection Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A10	Historic Preservation Plans	C 5.4	A:G42/C14	One/R	35DATO	8	9	17	RemarkA	
A11	Historic Preservation SOPs	Various	C:G42/C14	One/R	56DATO	8	9	17	RemarkA	
A12	Historic Preservation Reports	C 5.6	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A13	Transportation Plan	C 10.9	A:G42/C14	One/R	35DATO	11	10	21	RemarkA	
A14	Transportation SOPs	Various	C:G42/C14	One/R	56DATO	7	8	15	RemarkA	
A15	Transportation Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A16	Facilities, Equipment, & Infrastructure Plan	C 1.2.1h, i	A:G42/C14	One/R	35DATO	12	11	23	RemarkA	
A17	Facilities, Equipment & Infrastructure SOPs	Various	C:G42/C14	One/R	56DATO	7	8	15	RemarkA	
A18	Facilities, Equipment & Infrastructure Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A19	Work Plan	C 1.2.5	A:G42/C14	One/R	35DATO	17	16	33	RemarkA	
A20	Work Plan SOPs	Various	C:G42/C14	One/R	56DATO	13	12	25	RemarkA	
A21	Work Plan Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A22	Range Control Operations Plan	C 13.1	A:G42/C14	One/R	35DATO	18	15	33	RemarkA	
A23	Range Control Operations SOPs	Various	C:G42/C14	One/R	56DATO	14	13	27	RemarkA	
A24	Range Control Operations Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A25	Quality Assurance Project Plan	C 7.2.2, 7.4	A:G42/C14	One/R	35DATO	15	13	28	RemarkA	
A26	Quality Control SOPs	Various	C:G42/C14	One/R	56DATO	11	10	21	RemarkA	
A27	Quality Control Reports	Various	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	ASREQ	RemarkA	
A28	Close Out Plan	C 1.2.1u	A:G35/C14	One/R	126DBE	20	16	36	RemarkA	
A29	Close Out SOPs	Various	C:C21/C7	One/R	105DBE	10	11	21	RemarkA	
A30	Close Out Reports	Various	ASREQ	ASREQ	30DAE	ASREQ	ASREQ	ASREQ	RemarkA	
A31	Cost Reports	C 6.4.2	ASREQ	ASREQ	35DATO	ASREQ	ASREQ	ASREQ	RemarkA	

**REMARK A
ITEM NO. A4
HEALTH AND SAFETY PLAN**

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
PM	1	3
CO	1	1
COTR	2	3
PDE	3	2
EOD	1	1
C231	1	0
C1821	1	1
SAFETY	2	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.
2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-ENVR 81375 ENVIRONMENTAL HEALTH AND SAFETY PLAN (HSP).

1. The HSP (***Ref. Section C, Part 3.0***) shall include, but is not limited to, the following:
 - a. Explosive Safety (Ref. C1.2.1b, m; 10.16.1).
 - b. Pest Control Program (Ref. C10.6).

This section shall address the following items as a minimum:

- (1) Pest Inspection Plan.

- (2) Pest Control Schedule.
- (3) Pest Management Data System.
- (4) Pesticide Inventory.
- (5) Pest Inspection and Control Schedule.
- c. Medical Services (Ref. C10.11).
 - (1) Normal Services.
 - (2) Emergency Services.
- d. Emergency Response (Ref. C1.2.5j).
- e. Kaho'olawe Island Evacuation (Ref. C3.6).
- f. Fire Protection Program (Ref. C10.15, 11.0).

Additional references are 29 CFR 1910 Subpart L and 1926 Subpart F; and NFPA 10, 295, and 299. Include a map with a listing of Government and Contractor furnished fire protection equipment, vehicle(s), and personnel protective equipment. Show locations and types of fire alarm system, fire suppression items and systems. Show location of telephones and telephone numbers. Show evacuation routes and assembly area(s) during a fire event. List and show location of hazardous materials and hazardous waste material.

**REMARK A
ITEM NO. A5
HEALTH AND SAFETY SOPs**

<u>COLUMN 7</u>	<u>DISTRIBUTION (Hard Copy).</u>	<u>DRAFT</u>	<u>FINAL</u>
<i>PM</i>		<i>1</i>	<i>1</i>
CO		0	1
COTR		3	3
PDE		2	2
EOD		1	1
C1821		1	1
SAFETY		2	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The SOPs shall include, but are not limited to, the following:

a. Acquisition and Maintenance of Confidential Medical Questionnaires.
(Ref. C3.1).

b. Fire Site Control (Ref. C11.2).

(1) Develop procedures for controlling access to area(s) of fire and communication among personnel.

c. Fire Emergency Response (Ref. C11.2).

(1) Include fire safety practices and response procedures for each type of fire (i.e. wild fire, brush fire, structural fire, vehicular fire, equipment fire, aircraft/seacraft fire, fire in the vicinity of UXO, UXO and explosive storage, etc.).

**REMARK A
ITEM NO. A7
ENVIRONMENTAL & NATURAL RESOURCES PROTECTION PLAN**

<u>COLUMN 7</u>	<u>DISTRIBUTION (Hard Copy)</u>	<u>DRAFT</u>	<u>FINAL</u>
PM		1	3
CO		0	1
COTR		3	3
PDE		3	2
EOD		1	1
C231		1	1
C1821		1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-MGMT- 80909 PROGRAM PLAN).

1. The plan shall include but is not limited to the following sections:

a. Erosion Control (Ref. C4.2.2).

The Contractor shall provide an erosion and sediment control plan that includes, but is not limited to, the following:

- (1) A description of applicable county erosion and sediment control requirements for, during and after construction.
- (2) Construction management techniques.
- (3) Stabilization practices for all areas disturbed by the project.

- (4) Structural practices for all drainage/discharge locations.
- (5) Schedule for implementing controls.
- (6) Description of the timing during the project when measures will be implemented.
- (7) Inspection and maintenance procedures and schedules for control measures.
- (8) A site map with:
 - (a) Area of soil disturbance.
 - (b) Erosion and sediment counter measures to be implemented.
 - (c) Outline of areas which will not be disturbed.
 - (d) Drainage patterns.
 - (e) Storm water discharge locations.
 - (f) Areas where stabilization practices are expected to occur.
- (9) Storm water management controls including:
 - (a) Velocity dissipation devices to provide nonerrosive flow conditions from the discharge point along the length of any outfall channel.
- (10) Other controls including:
 - (a) Waste disposal practices which prevent discharge of solid materials to state waters.
 - (b) Measures to minimize offsite tracking of sediments by project vehicles.
- (11) A detailed project cost estimate of the proposed erosion and sediment control methods.
- (12) The Contractor shall coordinate the development of all erosion and runoff control standards and mitigation measures with the Navy. Major efforts have been ongoing in an attempt to control erosion through the help of the Navy, KIRC (Kaho'olawe Island Reserve Commission) and the PKO (Protect Kaho'olawe Ohana). The standards and mitigation measures shall be consistent to the extent practicable with the KIRC Restoration Plan.

- b. Pollution Prevention (Ref. C4.2).
- c. POL & Hazardous Material Spill (Ref. C4.2.5.3, 10.3).
 - (1) Spill Response/Emergency Contingency Plan.
 - (2) Spill Prevention Control and Countermeasures Plan.
- d. Hazardous Waste Management (Ref. C4.2.5).
- e. Hazardous Waste Minimization (Ref. C4.2, 10.3).
- f. Air Quality Management (Ref. C4.2, 10.3).
 - (1) Personnel exposure management for dust, particles, smoke, etc, including air quality measurements, mitigation and controls.
- g. Multimedia Sampling/Analysis (Ref. C7.5).
- h. Hydrogeological & Geotechnical Testing/Analysis (Ref. C7.5).
- i. Accredited Laboratories (Ref. C7.5.1.1).
- j. Prevention of Introduction of Alien Flora and Fauna (Ref. C4.2.2.1).
- k. **Natural Resources Protection (Ref. C.4.1, C.4.2)**
 - (1) **Vegetation, including protected species.**
 - (2) **Marine mammals.**
 - (3) **Other Marine/Coastal Resources.**

**REMARK A
ITEM NO. A8
ENVIRONMENTAL & NATURAL RESOURCES PROTECTION SOPs**

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
PM	1	1
CO	0	1
COTR	3	3
PDE	3	2
EOD	1	1
C231	1	1
C1821	1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The SOPs shall include all sections contained in the Plan and the following items:

a. POL & Hazardous Material (Ref. C4.2.5.3, 10.3).

Provide verbal notification immediately upon discovery of any oil and/or hazardous substance spill or release to the Contracting Officer's Technical Representative (COTR). The COTR will notify COMNAVBASE Pearl Harbor, the Kaho'olawe Island Reserve Commission, the National Response Center (NRC), the U.S. Coast Guard Marine Safety Office, Honolulu Area, the State Emergency Response Commission (SERC), and the Local Emergency Planning Committee (LEPC). Should the COTR be unavailable, the Contractor shall directly notify the Contracting Officer, COMNAVBASE Pearl Harbor, the KIRC, NRC, U.S. Coast Guard Marine Safety Office, SERC, and LEPC.

The telephone numbers are as follows:

Contracting Officer	(808) 474-4549
Contracting Officer's Technical Representative(COTR)	(808) 474-4869
COMNAVBASE Pearl Harbor (Duty Officer)	(808) 474-9201
(Duty Beeper)	(808) 577-1634
Kaho'olawe Island Reserve Commission	(808) 586-0761
National Response Center	1 (800) 424-8802 (24 hr)
State Emergency Response Commission	(808) 586-4249
Local Emergency Planning Committee (Maui)	(808) 243-7561 (24 hours) 911
U.S. Coast Guard Marine Safety Office	(808) 522-8260 (24 hours) 927-0874/0830

- b. Multimedia Sampling/Analysis (Ref. C7.5).
- c. Hydrogeological and Geotechnical Testing/Analysis (Ref. C7.5).
- d. Violation of Bacterial, Chemical or Radiological Standard (Ref. C10.8.2).
- e. Erosion Control (Ref. C4.2.2).**
- f. Natural Resource Protection (Ref. C4.2.1).**
- g. Prevention of Introduction of Alien Terrestrial and Marine Flora and Fauna (Ref. C4.2.1.1).**

**REMARK A
ITEM NO. A14
TRANSPORTATION SOPs**

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
PM	1	1
CO	0	1
COTR	3	3
PDE	2	2
EOD	1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The SOPs shall include, but are not limited to, the following:

- a. Operation and Maintenance of Ship Landing Area to Include UXO Sweep (Ref. C10.9).
- b. UXO Operation and Maintenance of Aircraft Landing Zones (Ref. C10.9).
- c. Transportation of Contractor and Government Authorized Personnel, Equipment and Material To and From Kaho'olawe Island (Ref. C10.9).
- d. Transportation of Contractor and Government Authorized Personnel, Equipment and Material on Kaho'olawe Island (Ref. C10.9).
- e. Transportation of Explosives (Ref. C10.16.1).
- f. Transportation of Hazardous Waste (Ref. C 4.2.5.1, 10.3).

e. Food Services (Ref. C10.12).

(1) Scope Of Work

- (a) Provide food service functions limited to cooking, baking, accounting and sanitation. Deep fat frying of food will not be allowed in the Galley.
- (b) ***Provide food service at the galley and mess deck for the Contractor, Government and Government-authorized personnel, and KIRC personnel.*** ✓
- (c) Provide food services Monday through Sunday, breakfast, lunch, and dinner.
- (d) Provide unattended snack services in the Mess Deck, (fruits, chips packaged in single services, beverages) during the off hours.
- (e) Food service functions will include food preparation outside of Galley dining and billet kitchen areas such as picnics.
- (f) Bag or box lunches will be prepared for personnel in the field during the lunch period.
- (g) Provide a low fat/low sodium or other special dietary meals as necessary to accommodate any personnel on special diets.

(2) Definitions.

- (a) **Medical Examination.** Physical examination, including a chest X-ray, performed by a physician. At the discretion of the Government a medical examination of Contractor employees in kitchens, dining halls and food handling facilities may also include a serology, stool examination and other procedures to determine the presence of communicable diseases.
- (b) **Medical Certificate.** Certificate obtained after a medical examination which certifies that the person is free from any communicable diseases.

(3) References.

- (a) All work performed by the Contractor shall conform to the Federal and Navy sanitation and food service requirements. These include, but are not limited to the following:
 - (1) NAVSUP Publication 7, Index of Recipes.
 - (2) NAVSUP Publication 421, Food Service Operations.
 - (3) NAVMED Publication 5010, Chapter 1, Food Service Sanitation.

(4) Safety Provisions.

- (a) Ensure that employees are thoroughly familiar with the operating procedures and safety precautions as stated in the Manufacturer's Instructions for each piece of equipment.

(5) Personnel Qualifications.

- (a) Provide fully trained and qualified personnel. Personnel shall be thoroughly familiar with and comply with the Food Sanitation Program pursuant to and in accordance with NAVFAC Publication 421.
- (b) All food handlers shall be medically certified free from any communicable diseases.
- (c) The lead cook shall have a minimum of five years of chef experience and ten years of work experience in food service preparation; and formal training in sanitation.

f. POL System O&M (Ref. C10.14).

The POL System O&M Plan shall include the following sections:

(1) Operation.

- (a) System Description.
- (b) Start-Up and Shutdown Procedures.
- (c) Normal Operating Instructions.
- (d) System Flow Diagrams.
- (e) Diagrammatic Plans.
- (f) Emergency Operating Instructions.
- (g) Environmental Considerations

**REMARK A
ITEM NO. A17
FACILITIES, EQUIPMENT AND INFRASTRUCTURE SOPs**

<u>COLUMN 7</u>	<u>DISTRIBUTION (Hard Copy).</u>	<u>DRAFT</u>	<u>FINAL</u>
PM		1	1
CO		0	1
COTR		3	3
PDE		2	2
SAFETY		1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The SOPs shall include, but are not limited to, the following:

- a. Operation and Maintenance of Government and Contractor Furnished Vehicles (Ref. C10.9.1).
- b. Operation and Maintenance of Government and Contractor Furnished Equipment (Ref. C1.2.1h).
- c. Operation and Maintenance of Composting Toilets (Ref. C3.4, 10.5.1).
- d. Operation and Maintenance of RO Systems (Ref. C10.8).
- e. Operation and Maintenance of Gray Water Facilities (Ref. C10.5.2).
- f. Food Services (Ref. C10.12).

m. POL Operations Manual (Ref. C10.14).

This manual shall include, but not be limited, to the following:

- (1) System Description.
- (2) Start-Up and Shutdown Procedures.
- (3) Normal Operating Instructions.
- (4) System Flow Diagrams.
- (5) Diagrammatic Plans.
- (6) Emergency Operating Instructions.
- (7) Environmental Considerations.
- (8) Operator Servicing Requirements.
- (9) Safety Instructions.
- (10) Valve List.
- (11) Operating Log.

n. Testing Plan & Log (Ref. C7.5).

o. Updated Contract Drawings and Specifications at the End of Each Task Order (Ref. C2.1).

- (1) Maintain at the job site two sets of full-size contract drawings and specifications marked to show changes that have been made from the contract drawings.
- (2) Drawings and specifications shall be available for review by the Navy Technical Representative (NTR) at all times.
- (3) Within 10 calendar days of the **completion of the Task Order, deliver the marked sets of prints and specifications to the Contracting Officer's Technical Representative (COTR). Submit the final revised specifications and as-built drawings within 30 days after receipt of review comments by the Government.**

**REMARK A
ITEM NO. A19
WORK PLAN**

<u>COLUMN 7</u>	<u>DISTRIBUTION (Hard Copy).</u>	<u>DRAFT</u>	<u>FINAL</u>
PM		3	3
CO		2	1
COTR		4	4
PDE		4	4
EOD		1	1
C231		1	1
C1821		1	1
SAFETY		1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.
2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-MGMT-81117 TECHNICAL AND MANAGEMENT WORK PLAN).

1. The Work Plan shall be formatted as follows:
 - a. Sections shall be numbered sequentially (eg. Section 1, Section 2, etc.).
 - b. Pages shall be numbered sequentially by Section (eg. 1-1, 2-1).
 - c. Paragraphs shall be numbered sequentially within Sections (eg. 1.0, 1.1, 1.2, 1.2.1, 1.2.2, etc.).
 - d. Figures, Tables and Charts shall be numbered sequentially within Sections (eg. Figure 1-1, 1-2, 2-1, 2-2, etc.).
 - e. Appendices shall be lettered alphabetically (eg. Appendix A, B, C. etc). with each page and paragraph being numbered as in each Section (eg. A-1, A-2, 1.0, 1.1, 1.2, etc.).

- f. Each Work Plan page shall have a date footer, TO number and Modification space in the bottom right corner. When Work Plan revisions are made, a revision date, TO number and Modification number shall be noted.
2. The Work Plan shall include, but not be limited to, the following sections in accordance with Section C Part 1.2.5:
 - a. Description of Work Tasks.
 - b. Contractor's Organizational Structure.
 - c. Technical Approach, Methodology and Procedures.
 - d. Personnel Plan.
 - e. Work Schedule.
 - f. Mobilization Plan.
 - g. TO Format and Content.
 - h. Special Work Requirements.
 - (1) Contingency (Ref. C1.2.5 j).
 - (a) Provide for maintaining services in the event of strike, civil disturbances, war, natural catastrophes, or acts of God. Include evacuation plan in the event of approaching hurricane, tidal waves, earthquake, etc.
 - (b) Ensure continuation of services at Kaho'olawe Base Camp.
 - (c) Include procedures for doubling the work force within a 90 calendar day time frame to support peak operations. Address provisions for housing, messing, security, transportation, resupply, compensation, labor agreements, etc. Identify the number of personnel and their positions required to maintain and operate the base camp at maximum levels up to 120 calendar days.
3. ***The Work Plan shall include the following work category plans as appendices:***
 - (a) Program Management Plan.***
 - (b) Health and Safety Plan.***
 - (c) Environmental and Natural Resources Protection Plan.***
 - (d) Historic Preservation Plans.***
 - (e) Transportation Plan.***
 - (f) Facilities, Equipment and Infrastructure Plan.***
 - (g) Range Control Operations Plan.***
 - (h) Quality Assurance Project Plan.***
 - (i) Close Out Plan.***

WORK PLAN SOPs

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
<i>PM</i>	<i>1</i>	<i>1</i>
CO	2	1
COTR	4	4
PDE	2	2
EOD	1	1
C231	1	1
C1821	1	1
SAFETY	1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.
2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs).

1. Work Plan SOPs shall be developed and maintained in accordance with Section C Part 13.2.1 and shall be in the Contractor's format.

**REMARK A
ITEM NO. A23
RANGE CONTROL SOPs**

<u>COLUMN 7</u>	<u>DISTRIBUTION (Hard Copy).</u>	<u>DRAFT</u>	<u>FINAL</u>
PM		1	1
CO		0	1
COTR		4	4
PDE		2	2
EOD		4	2
C213		1	1
C1821		1	1
SAFETY		1	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The Range Control Operations SOPs shall be in the Contractor's format and shall include, but not be limited to, the following sections:

- a. Island Security (Ref. C10.16).
- b. Access (Ref. C9.1).
- c. UXO Operations (Ref. C13.2).
- d. Range Control (Ref. C13.2).
- e. Sweep Operations (Ref. C13.2).
- f. Geophysical Detection Operations (Ref. C13.2).
- g. Area Preparation (Ref. C4.2.2.1, 13.2).

- h. Excavation Operations (Ref. C13.2).
- i. Site Maintenance (Ref. C13.2).
- j. Surveying (Ref. C12.0).
- k. Open Storage Area Operations (Ref. C13.2).
- l. Demolition Operations (Ref. C 13.2).
- m. UXO Open Burn Area Operations (Ref. C13.2).
- n. UXO Open Detonation Operations (Ref. C13.2).
- o. UXO Explosive Holding Area Operation (Ref. C13.2).
- p. UXO Thermal Treatment Operations (Ref. C13.2).
- q. UXO Clearance Certification (Ref. C7.5.2).
- r. UXO Escort Procedures (Ref. C3.2, 13.2).
- s. Review Board Operations (Ref. C13.2).

2. Protective Works (Ref. C5.5.5).

This SOP shall address the procedures through which historic property and natural resource protection efforts will be coordinated and executed in the context of all project activities which could potentially affect those resources.

**REMARK A
ITEM NO. A26
QUALITY CONTROL SOPs**

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
PM	1	1
CO	0	1
COTR	4	4
PDE	2	2
EOD	4	2

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.
2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1. The SOPs shall include, but are not limited to, items noted in Part C7.2.2.1 and the following:
 - a. UXO Clearance.
 - b. Base Camp(s).
 - c. Historic Preservation.
 - d. Environmental and Natural Resources.
 - e. Data/Data Base.
 - f. Construction.
 - g. Deficiency Abatement.
 - h. UXO Clearance Certification & Methodology.
 - i. Range/Site Maintenance.
 - j. Risk Assessment.

**REMARK A
ITEM NO. A29
CLOSE OUT SOPs**

<u>COLUMN 7</u> DISTRIBUTION (Hard Copy).	<u>DRAFT</u>	<u>FINAL</u>
<i>PM</i>	<i>1</i>	<i>1</i>
CO	1	1
COTR	4	4
PDE	2	2
EOD	2	2
C231	0	1

1. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.

2. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-A-1035 CONTRACTOR'S STANDARD OPERATING PROCEDURES (SOPs)).

1. SOPs shall be developed and maintained in accordance with Section C Part 13.2.1.

**REMARK A
ITEM NO. A31
COST REPORTS**

COLUMN 7 DISTRIBUTION.

1. Hard copies shall be provided and distributed in accordance with the distribution schedule on page iv, unless specifically stated or requested otherwise.
2. Contract submittals such as reports, data, records, etc. that are generated, acquired and or produced by the Contractor are the property of the U.S. Government and shall not be released to others unless authorized by the Contracting Officer.
3. An electronic copy of the draft and final (including re-submittal, and subsequent changes to the final) shall be provided to the Contracting Officer.

COLUMN 8 REMARKS (REFERENCE: DID No. DI-FNCL-80166 COST BREAKDOWN STRUCTURE DETAILED REPORT).

1. Cost Estimate; Detailed.
 - a. The Detailed Cost Estimate shall be prepared using DD Form 2416 or similar format in accordance with the HTRW Remedial Action Work Breakdown Structure (**HTRW** RA WBS) to Fifth Level.
 - b. Cost Category: Enter the number and **description** of the cost category selected from the HTRW RA WBS being reported on.
 - c. Cost: Enter the **number of personnel, number of labor hours, labor rate**, and the total cost of labor.
 - d. Enter the cost elements associated with direct **costs** other than labor for the selected cost category including but not limited to **material**, equipment, subcontracts, travel, etc.
 - e. Enter the quantity, **description**, unit of measure, the unburdened unit cost, and the total cost of the selected cost elements. Minimize the use of lump sum quantities.
 - f. **TOTAL COST**: Enter the sum of Total Labor, **Other** Direct costs, **and** indirect costs.

2. Actual Cost Data Report for Each Cleared Area; Electronic Format.
 - a. The Actual Cost Data Report shall be prepared using DD Form 2416 or similar format. The Actual Cost Data Report shall be prepared for each cleared area in electronic format in accordance with the HTRW Remedial Action Work Breakdown Structure (**HTRW** RA WBS) to Fifth Level.
 - b. Cost Category: Enter the number and **description** of the cost category selected from the HTRW RA WBS being reported on.
 - c. Enter the **number of personnel, number of labor hours, labor rate**, and the total cost of labor.
 - d. Enter the cost elements associated with direct **costs** other than labor for the selected cost category including but not limited to **material**, equipment, subcontracts, travel, etc.
 - e. Enter the quantity, **description**, unit of measure, the unburdened unit cost, and the total cost of the selected cost elements. Minimize the use of lump sum quantities.
 - f. TOTAL COST: Enter the sum of Total Labor, **Other** Direct costs, **and** indirect costs.

**PART D
REPORT SCHEDULE**

1	2	4	5	6	7a				7b				7								
ITEM NO.	REPORT TITLE	APPROVAL CODE	SUBMIT FREQ	DATE OF SUBMISSION	(DRAFT COPY)				(FINAL COPY)												
					COTR	PDE	PM	CO	EOD	C231	C1821	SAFETY	COTR	PDE	PM	CO	EOD	C231	C1821	SAFETY	TOTAL COPIES
A9	Environmental & Natural Resources Protection Reports	A:G14/C7	ASREQ	30DATO									2		1	1	1	1			6
a	Environmental Conditions	A:G14/C7	ASREQ	0DAE									2	1	1	1			1	1	7
b	POL & Hazardous Material Spill	C:G28/C14	ASREQ																		5
c	Hydrogeological and Geotechnical Testing/Analysis	A:G21/C14	ASREQ	30DATO									2	1	1	1	1				7
d	Multimedia Sampling/Analysis	A:G14/C7	ASREQ	14DATO									2	1	1	1	1		1		5
e	Test Results	C:G14/C7	ASREQ	14DAE									2	1		1	1				5
f	Violation of Bacterial, Chemical or Radiological Standard	C:G4/C2	ASREQ	0DAE									2			1			1	1	5
g	Engineering Evaluation and Cost Analysis	C:G14/C7	One/R	90DATO	2	3	2	1		1			2	1	1	1	1	1			16
A12	Historic Preservation Reports																				
a	Progress	A:G7/C4	M, Q, A	7DAE	2		1		3				2	1	1	1		4			15
b	Task Order	A:G21/C7	ASREQ	21DAE	2		1		3				2	1		1		4			14
A15	Transportation Reports																				
A18	Facilities, Equipment & Infrastructure Reports																				
a	Manufacturer's Product Data and Catalog Cuts	A:G21/C14	ASREQ	30DBE									3	1		1					5
b	Tools and Test Equipment	A:G14/C7	ASREQ	60DBE									2	1	1	1	1				6
c	Potable Water Equipment Maintenance/Calibration Test Schedule	A:G14/C7	Mthly	15DBTO									2	1	1	1					5
d	Water Quality/Quantity Monitoring Schedule	C:G7/C3	Mthly	30DATO									2			1					3
e	Water Plant Log	C:G4/C2	Mthly	30DATO									2			1				1	3
f	Water Quality Violation	C:G21/C14	ASREQ	1DAE									2	1	1	1				1	6
g	Water Testing	A:G7/C3	Mthly	30DATO									2			1					3
h	Chlorine Sampling	A:G7/C3	Mthly	30DATO									2			1					3
i	Coliform	A:G7/C3	Mthly	30DATO									2			1					3
j	Custodial Services Project Work Schedule	A:G7/C3	Mthly	30DATO	2								2			1		1			5
k	Diesel Engine-Generator Log	A:G7/C3	Mthly	30DATO									2			1					3
l	Planning, Engineering, Construction, O&M Documents for Facilities.	A:G21/C7	ASREQ	30DBE	3	2	1	1					2	1	1	1	1				13
m	POL Operations Manual	A:G14/C7	ASREQ	15DATO	3	2		1		1		1	2	1	1	1	1		1	1	15
n	Testing Plan & Log	C:G30/C10	Mthly	14DAE									2	1		1	1	1	1		7
o	Updated Contract Drawings & Specs at End of Each TO.	A:G21/C7	ASREQ	30DAE									2		1	1					4

PART D
REPORT SCHEDULE

ITEM NO.	REPORT TITLE	APPROVAL				DATE OF SUBMISSION	7a (DRAFT COPY)					7b (FINAL COPY)					TOTAL COPIES							
		CODE	SUBMIT FREQ	4	5		COTR	PDE	PM	CO	EOD	C231	C1821	SAFETY	COTR	PDE		PM	CO	EOD	C231	C1821	SAFETY	
A21	Work Plan Reports																							7
A24	Range Control Operations Reports																							
a	Range Control Personnel List	C:G14/C7	Weekly	7DAE																				5
b	Surveying Data (GPS)	A:G21/C14	ASREQ	14DAE																				6
c	UXO Clearance Records	C:G35/C14	ASREQ	30DAE																				8
d	UXO Clearance Certification	A:G28/C14	ASREQ	15DAE																				10
e	Summary	C:G14/C7	Mthly	30DATO	2	1			2															11
A27	Quality Control Reports																							
a	Quality Control Checklists (QCC's)	C:G15/C14	Weekly	7DARC																				7
b	Status of Outstanding Deficiencies	A:G7/C3	ASREQ	7DAE																				4
c	Rework Item List	A:G7/C3	ASREQ	5DAE																				4
d	Quality Control Corrective Action Schedule	A:G7/C3	ASREQ	7DAE																				8
e	Quality Control Certifications	A:G14/C7	ASREQ	21DAE																				7
f	Quality Control Meeting Minutes	C:G4/C2	Weekly	7DAE																				6
g	Quality Control	C:G4/C2	ASREQ	30DAE	2	1	1		2															12
A30	Close Out Reports																							
a	Final UXO Clearance	C:G35/C14	ASREQ	30DAE	3	3	3	1	1	1														24
b	UXO Clearance Effectiveness	C:G14/C7	One/R	30DAE	2	2		1																12
c	Final Clearance Maps	A:G35/C14	ASREQ	30DAE	3	2	3		1	1														20
d	Final Island Maps	A:G14/C7	ASREQ	30DAE	3	2	3		2	1														21
e	Final UXO Data	A:G35/C14	ASREQ	30DAE	2	1	3		3															18
f	Certification	A:G35/C14	ASREQ	30DAE	2	1	3		3															18
g	Final As Built Drawings	A:G35/C14	ASREQ	30DAE	3	2	3																	17
h	Historic Preservation, Final	A:G40/C14	ASREQ	30DAE	2	1	1		2															14
A31	Cost Reports																							
a	Cost Estimate, Detailed	C:G21/C7	ASREQ	30DBE																				6
b	Actual Cost Data Report for Each Cleared Area, Electronic Format	C:G14/C7	ASREQ	30DAE																				6

PART E

CDL DISTRIBUTION ADDRESS
for CDL Items

Mr. Noren Kawakami, Program Manager [PM]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 5011, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Mr. James Putnam, Contracting Officer [CO]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 0213, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Mr. Clyde Higa, Contracting Officer's Technical Representative [COTR]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 506, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Mr. Aaron Yasui, Project Design Engineer [PDE]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 405, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Mr. James Hersey [EOD]
Naval Explosive Ordnance Technical Center
Code 50C
2008 Stump Neck Road
Indian Head, MD 20640-5070

Mr. John Bigay [C231]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 231, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Ms. Janice Fukumoto [C1821]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 1821, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

Mr. Bernard Tom [SAFETY]
PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND
Code 505K, B-258 Makalapa
Pearl Harbor, Hawaii 96860-7300

REPLACEMENT PAGES

SECTION G

Enclosure (5) of
Amendment No. 0006

X 3. The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

**G8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AND
NAVY TECHNICAL REPRESENTATIVE (NTR)**

A. The Contracting Officer's Technical Representative (COTR) for this contract is:

Mr. Clyde Higa
Pacific Division
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

B. The Alternate COTR for this contract is:

Mr. Ronald Boyd
Pacific Division
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

C. The Navy Technical Representatives (NTRs) will be identified on each task order. The NTRs will provide on-site monitoring of contract requirements and performance, and may perform all duties assigned to the COTR.

G9 TECHNICAL DIRECTION

A. As provided by paragraph G8, "CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)", performance of work under this contract is subject to the written technical direction of the COTR, who is specifically appointed by the Contracting Officer. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Statement of Work of the task order.

B. The COTR/NTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

1. Constitutes an assignment of additional work outside the Statement of Work;
2. Constitutes a change as defined in the Changes Clause, see Section H, paragraph H5, Notice of Constructive Changes;
3. In any manner causes an increase or decrease in the total estimated cost, award fee, or the time required for task order performance;
4. Changes any of the expressed terms, conditions, or specifications of the task order;
5. Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
6. Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

C. All technical direction shall be issued in writing by the COTR or the COTR's designated representative subject to the above stated conditions.

D. The COTR/NTR is authorized to temporarily suspend or redirect the UXO clearance activities if there is potential harm to historic properties or communities of endemic or indigenous plants, or where any on-site activity appears to violate the Environmental Protection Plan requirements contained in the Contractor's Final Work Plan, or poses a potential for a measurable increase in soil erosion. ***If, in the Contractor's opinion, there is an effect to the estimated cost or schedule as a result of the suspension or redirection, the Contractor must immediately notify the Contracting Officer, in writing, of the costs incurred, estimate of total cost change and/or schedule change, and related supporting justification.***

E. When, in the opinion of the Contractor, the COTR/NTR or any other Government official other than the Contracting Officer, provides direction which has an effect to the estimated cost, scope, or schedule, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a decision or has otherwise resolved the issue.

G10 CONTRACT AUDIT OFFICE

Contract audits will be performed by:

To be completed at time of award

G17 INDIRECT RATES AND CEILINGS

A. The Memorandum of Agreement as shown below will be completed at time of award and will incorporate the indirect rates for the Base Year and the ceiling indirect rates for Option Years 1 through 7 as proposed on the form in Section J, Attachment JL.8.

1. Base Year Indirect Rates. The following indirect rates will be used for estimating purposes for the base year of the contract:

(To be completed at time of award):

Fringe	_____ %	Applied to: _____
Labor Overhead	_____ %	Applied to: _____
General & Administrative	_____ %	Applied to: _____
Facilities Capital Cost of Money	_____ %	Applied to: _____
_____	_____ %	Applied to: _____
_____	_____ %	Applied to: _____

2. Indirect Rate Ceilings for Option Years One through Seven. The maximum indirect rates which may be charged on any effort performed under this contract for indirect expenses for Option Years 1 through 7 shall not exceed the following:

(To be completed at time of award):

<u>Ceiling Indirect Rates:</u>	<u>Fringe</u>	<u>Overhead</u>	<u>G &A</u>	<u>FCCM</u>
First Option Year	____%	____%	____%	____%
Second Option Year	____%	____%	____%	____%
Third Option Year	____%	____%	____%	____%
Fourth Option Year	____%	____%	____%	____%
Fifth Option Year	____%	____%	____%	____%
Sixth Option Year	____%	____%	____%	____%
Seventh Option Year	____%	____%	____%	____%

3. Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the ceiling rates.

4. ***If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., the ceilings established herein will be adjusted accordingly after notification to the Contracting Officer.*** Additionally, should there be a substantial increase in insurance expenses not caused by a change in the basic coverage, the contractor may request that the established ceilings be modified to accommodate this increase. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer and is not subject to FAR 52.233-1, Disputes, incorporated in Section I, Paragraph I 1.

G18 PHASE-IN/MOBILIZATION

Task orders may be issued on the date the contract becomes effective. The first task order is anticipated to be issued within 45 calendar days after contract award. One of the initial task orders will be for mobilization. The scheduled duration for the mobilization phase is no longer than 180 calendar days. The Contractor is required to be fully staffed and operational at the completion of the mobilization phase. The

REPLACEMENT PAGES

ATTACHMENT JL.2

Enclosure (6) of
Amendment No. 0006

clearance work. The Contractor shall base all UXO clearance activities on regular time only (ie, no overtime).

- 2) The existing K-1 Road from the Base Camp, at Honokanaia, to Lua Makika has already been improved to satisfactorily complete UXO clearance activities.
- 3) The amount of UXO found and the amount to be Blown In Place (BIP) in each area, shall be as listed in Tables 1 and 2. The remaining UXO that is left after BIP and the UXO remnants 1" x 2" or larger (amount of remnants indicated in Tables 1 and 2), shall be picked up and stored for future treatment (ie, thermal treatment or OB/OD (Open Burn/Open Detonation)). No final treatment of stored material will be required.
- 4) ***Even distribution refers to both the horizontal distribution within the subject area and the vertical distribution within the depth profiles defined in the table, UXO Detection Requirements for Tier II Clearance" in Section C, Page C-8, Part 1.2.6.2.***
- 5) No UXO clearance work at the beach landing area will be required.
- 6) Historic preservation services shall be limited to the protection of historic properties during the UXO clearance of the Water Tank Sub-area located within Clearance Area A. The area is shown in enclosure (SP-1). The historic properties to be taken into consideration shall be those which, based on the locations shown on the Kaho'olawe Map in enclosure (SP-1), are located within 1,500 feet of the UXO item requiring BIP. The Kaho'olawe Map is also provided in the Cultural Resources Management Plan for the Kaho'olawe Archaeological District, as listed in Section C, Part 15.0-Reference Documents, of the Request For Proposal (RFP).

b. Existing Conditions.

- 1) Existing contours and slope terrain are shown on enclosures (SP-1) and (SP-2). Additionally, information on the description of the existing surface coverage are indicated in references (d) and (f).
- 2) Descriptive information on the historic properties located within 1500 feet of the Water Tank Sub-area is provided on the National Register of Historic Places (NRHP) nomination forms (enclosures (1) to (6)). Additional information on these historic properties may be found within reference documents listed in Section C, Part 15.0 of the RFP.

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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 **(k)** 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 handling/disposal. Work within federal, state, and local regulations pertaining to UXO clearance.***

(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.

(k) UXO treatment to include thermal treatment/thermal desorption/low temperature thermal stripping of UXO residue from UXO and non-UXO items.

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.

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H6 MEMORANDUM OF AGREEMENT FOR DIRECT LABOR RATES AND MAXIMUM AWARD FEE

A. The Memorandum of Agreement incorporated in Section G, paragraph G14, establishes the estimating hourly labor rates and maximum hourly rates for employees defined under 29 CFR Ch. V, Sections 541.1, Executive, 541.2, Administrative, and 541.3, Professional, and escalation of rates for Executive, Administrative and Professional personnel for the option years. 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.

B. The Memorandum of Agreement incorporated in Section G, paragraph G14, establishes a ceiling for direct labor rates for employees subject to the Service Contract Act and Davis Bacon Act by including a percentage over the minimum rates set forth in the Acts. This ceiling also applies to any classification that will be conformed.

C. The Memorandum of Agreement incorporated in Section G, paragraph G14, establishes the maximum award fee percentages. Award fee will not be applied to costs for travel, Contractor-acquired property including third party rentals, FCCM, and fee on subcontracts.

D. The rates, ceilings, escalation factors and maximum award fee percentages will apply throughout the life of the contract.

H7 INDIRECT RATES AND CEILINGS

A. The Memorandum of Agreement incorporated in Section G, paragraph G17, establishes the indirect rates for the Base Year, and the ceiling indirect rates for Option Years 1 through 7 and are applicable throughout the life of the contract.

B. *If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc. or a substantial increase in insurance expenses not caused by a change in the basic coverage, the contractor may propose to modify the established ceilings. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer and is not subject to FAR 52.233-1, Disputes, incorporated in Section 1..*

H8 REQUIRED INSURANCE

A. Within thirty (30) days after award of this contract, the Contractor and the subcontractor if the terms of the prime contract are extended to the subcontract shall furnish the Contracting Officer a Certificate(s) of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amount and type specified below in accordance with FAR 28.307-2. This insurance must be maintained during the entire performance period.

COVERAGE

General Liability: \$500,000 per occurrence.

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workmen's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

Aircraft Public and Passenger Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

Vessel liability:

MARITIME INSURANCE

1. General. During the full period of this contract, for any vessel performing services pursuant to this contract, whether owner by the contractor or under charter to the contractor, the contractor, vessel owner and/or operator of the vessel shall maintain the customary full-form marine insurance coverage on the Vessel (including cover against pollution damage and cargo loss), including Hull and Machinery, Protection and Indemnity (P&I), War Risk Hull and Machinery including P&I and Second Seamen's War Risk.

2. Limitation of Liability. Except as otherwise specifically provided herein, the Government shall not be liable for any loss, damage, expense, cost or liability whatsoever and howsoever incurred by the Owner of a vessel performing services under this contract or by the vessel or which are imposed upon such Owner or vessel by operation of law to the extent such loss, damage, expense,

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ATTACHMENT JL.8

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MEMORANDUM OF AGREEMENT**INDIRECT RATES AND CEILINGS**

A. This Memorandum of Agreement form is provided for your company's use in proposing indirect rates for the Base Year and ceiling indirect rates for Option Years One through Seven. This form will be incorporated in Section G, paragraph G14, of the solicitation at the time of contract award and will apply throughout the life of the contract.

1. Base Year Indirect Rates: Furnish your indirect rates for the base year of the contract as follows:

Fringe	_____ %	Applied to: _____
Labor Overhead	_____ %	Applied to: _____
General & Administrative	_____ %	Applied to: _____
Facilities Capital Cost of Money	_____ %	Applied to: _____
_____	_____ %	Applied to: _____
_____	_____ %	Applied to: _____

(The remainder of this page is intentionally left blank; see next page).

2. Indirect Rate Ceilings for Option Years One through Seven. The maximum indirect rates which may be charged on any effort performed under this contract for indirect expenses for Option Years 1 through 7 shall not exceed the following:

<u>Ceiling Indirect Rates:</u>	<u>Fringe</u>	<u>Overhead</u>	<u>G &A</u>	<u>FCCM</u>
First Option Year	____%	____%	____%	____%
Second Option Year	____%	____%	____%	____%
Third Option Year	____%	____%	____%	____%
Fourth Option Year	____%	____%	____%	____%
Fifth Option Year	____%	____%	____%	____%
Sixth Option Year	____%	____%	____%	____%
Seventh Option Year	____%	____%	____%	____%

(a) If the maximum indirect rates proposed for Option Years 1 through 7 vary significantly from the proposed base year indirect rates, explain and support the basis of these maximum indirect rates.

(b) Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the ceiling rates.

(c) *If, during the course of this contract, there are any statutory changes in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc. or a substantial increase in insurance expenses not caused by a change in the basic coverage, the contractor may propose to modify the established ceilings. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer and is not subject to FAR 52.233-1, Disputes, incorporated in Section 1.*