

Glossary

AALA	American Association for Laboratory Accreditation
AASHTO	American Association of State Highway and Transportation Officials
ACHP	Advisory Counsel on Historic Preservation
ACO	Administrative Contracting Officer
ACRN	Accounting Classification Reference Number
A/E	Architect/Engineer
AHCR	Archaeological, Historical, Cultural, and Religious
AMSDL	Acquisition Management System and Data Requirements Control List
ARPA	Archaeological Resources Protection Act
ASQC	American Society for Quality Control
BCM	Base Camp Manager
BCQCM	Base Camp QC Manager
BCSO	Base Camp Safety Officer
BOQ	Bachelor Officers Quarters
CAA	Clean Air Act
CAGE	Commercial and Government Entity
CAM	Contract Administration Manager
CAS	Cost Accounting Standards
CCB	Construction Contracts Branch
CDL	Contract Deliverables List
CEP	Circular Error Probable
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CMS	Contract Management System
CO	Contracting Officer
COMNAVBASE	Commander, Naval Base Pearl Harbor
COTR	Contracting Officer's Technical Representative
CPAF	Cost Plus Award Fee
CPM	Critical Path Method
CQA	Certified Quality Auditor
CQCM	Construction QC Manager
CQE	Certified Quality Engineer
CQM	Certified Quality Manager
CSO	Construction Safety Officer
CWA	Clean Water Act
DBA	Davis Bacon Act
DDBQC	Data/Database QC
DFAR	DoD Federal Acquisition Regulations
DFARS	DoD Federal Acquisition Regulations Supplement
DID	Data Item Description
DM	Data/Database Manager
DPAS	Defense Priorities and Allocations System

Glossary Cont'd

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DS	Demolition Supervisor
ECR	Environmental Conditions Report
EE/CA	Engineering Evaluation/Cost Analysis
EIC	Engineer-in-Charge
EM	Environmental Manager
EMS	Emergency Medical Service
EMT	Emergency Medical Technician
EOD	Explosive Ordnance Disposal
EPA	Environmental Protection Agency
EPS	Environmental Protection Specialist
EQCM	Environmental QC Manager
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FCCM	Facilities Capital Cost of Money
FLSA	Fair Labor Standards Act
G&A	General and Administrative
GAO	General Accounting Office
GDP	Geophysical Detector Personnel
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFP?	Government Furnished Properties
GIS	Geographic Information System
GPS	Global Positioning System
GRS	Geographic Reference System
HAR	Hawai'i Administrative Rules
HBCU/MI	Historically Black Colleges and Minority Institutions
HCR	Historical, Cultural, and Religious
HERO	Hazard of Electromagnetic Radiation to Ordnance
HPA	Historic Preservation Field/Lab Assistant
HPFD	Historic Preservation Field Director
HPFS	Historic Preservation Field Supervisor
HPLD	Historic Preservation Laboratory Director
HPM	Historic Preservation Manager
HPQCM	Historic Preservation QC Manager
HPT	Historic Preservation Technician
HSM	Project Health and Safety Manager
HTRW	Hazardous, Toxic, and Radiological Waste
IH	Industrial Hygienist
IRS	Internal Revenue Service
JTR	Joint Travel Regulations
JV	Joint Venture

Glossary Cont'd

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January 6, 1997

JWOD-NISH	Javis-Wagner-O'Day National Industry for the Severly Handicapped
KIGIS	Kaho'olawe Island Geographical Information System
KIRC	Kaho'olawe Island Reserve Commission
MGE	Modular GIS Environment
MH	Military Historian
MOU	Memorandum of Understanding
MSDS	Material Safety Data Sheet
NAD83	North American Datum of 1983
NAVEODTECHDIV	Naval Explosive Ordnance Disposal Technology Division
NCP	National Contingency Plan
NFESC	Naval Facility Engineering Service Center
NIST	National Institute of Standards and Technology
NRM	Natural Resources Manager
NRQCM	Natural Resources QC Manager
NRS	Natural Resources Specialist
NTR	Navy Technical Representative
NVLAP	National Voluntary Laboratory Accreditation Program
O&M	Operations and Maintenance
OB	Open Burn
OCONUS?	
OD	Open Detonation
ODC	Other Direct Charges
OSHA	Occupational Safety and Health Administration
PACNAVFACENGCOM	Pacific Division Naval Facilities Engineering Command
PDE	Project Design Engineer
PKO	Protect Kaho'olawe Ohana
PM	Program Manager
PMI	Preventive Maintenance Inspection/Service Program
PMO	Project Management Office
PMO	Project Management Office
POL	Petroleum, Oils, Lubricants
PPE	Personal Protective Equipment
PQCM	Project Quality Control Officer
PS	Project Superintendent
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QASAS	Quality Assurance Specialist Ammunition Surveillance
QC	Quality Control
RAWBS	Remediation Action Work Breakdown Structure
RCO	Range Control/Operations Officer
RCRA	Resource Conservation and Recovery Act

Glossary Cont'd

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January 6, 1997

RFP	Request for Proposal
RFW	Regulatory Framework
RLS	Registered Land Surveyor
RO	Reverse Osmosis
SB	Small Business
SBA	Small Business Administration
SCA	Service Contract Act
SDB	Small Disadvantaged Business
SHPD	State Historic Preservation Division
SHSP	Site Health and Safety Plan
SLIN	Subline Item Number
SOP	Standard Operating Procedure
SOW	Statement of Work
SPCC	Spill Prevention Control and Countermeasures
SPM	Senior Project Manager
SUXOSS	Senior UXO Specialist Supervisor
TCP	Traditional Cultural Property
TIN	Tax Identification Number
TO	Task Order
UXO	Unexploded Ordnance
UXOE	UXO Escort
UXOHEOEXC	UXO Heavy Equipment Operator for Excavation
UXOQCM	UXO QC Manager
UXOS	UXO Specialist
UXOSO	UXO Safety Officer
UXOSP	UXO Sweep Personnel
UXOSS	UXO Specialist Supervisor
VT	Variable Time
WBS	Work Breakdown Structure
WGS84	World Geodetic System of 1984
WO-SB	Women Owned Small Business
WO-SDB	Women Owned Small Disadvantaged Business
WP	Work Plan

INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

1. SOLICITATION NUMBER

N62742-95-R-1369

2. (X one)

a. SEALED BID

X

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

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

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

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

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

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Commander, Pacific Division
Attn: Code 021
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

ITEMS TO BE PURCHASED (Brief description)

Cost-Plus-Award-Fee Contract for the Unexploded Ordnance Clearance Project, Kaho'olawe Island Reserve, Hawaii

5. PROCUREMENT INFORMATION (X and complete as applicable)

X a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

1. Submission of Offers. Complete details concerning proper submission of offers are contained in Section L.
2. Site Visit and Pre-Proposal Conference. Details of the Site Visit and Pre-Proposal Conference will be provided under separate correspondence to companies included on the "List of Firms Expressing Interest in Kaho'olawe Contracts".

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

utnam, James D.

TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS)

(808) 474-4549

b. ADDRESS (Include Zip Code)

Commander, Pacific Division (Code 021)
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N62742-95-R-1369	
DATE (YYMMDD)	LOCAL TIME
4 Mar 97	2:00pm

TO: Commander, Pacific Division
Attn: Code 021
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C3	PAGE OF 1 1 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N62742-95-R-1369		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 13 DEC 1996
ISSUED BY COMMANDER, PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND PEARL HARBOR, HI 96860-7300 (Code 021)		CODE C2742		8. ADDRESS OFFER TO (If other than Block 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and <u>eight (8)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried in the depository located in <u>Bldg. #62, 4262 Radford Drive</u> until <u>2:00 pm</u> local time <u>4 March 97</u> <u>Honolulu, HI 96818-3296</u> (Hour) (Date)	

CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MR JAMES PUTNAM	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808) 474-4549/FAX (808) 474-4551
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11. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	A1	X	I	CONTRACT CLAUSES	Ii-I20
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	Bi-B9	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	Ci-C58	X	J	LIST OF ATTACHMENTS	Ji-Jii
X	D	PACKAGING AND MARKING	Di-D2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	Ei-E2	X	K	REPRESENTATIONS, CERTIFICATIONS AND	Ki-K31
X	F	DELIVERIES OR PERFORMANCE	Fi-F3			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	Gi-G26	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	Li-L37
X	H	SPECIAL CONTRACT REQUIREMENTS	Hi-H8	X	M	EVALUATION FACTORS FOR AWARD	Mi-M7

OFFER (must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(C) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C3		PAGE OF 1 1 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N62742-95-R-1369		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 DEC 1996	
ISSUED BY COMMANDER, PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND PEARL HARBOR, HI 96860-7300 (Code 021)		CODE C2742		6. REQUISITION/PURCHASE NO.			
				8. ADDRESS OFFER TO (If other than Block 7)			

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SOLICITATION

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<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	Di-D2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	Ei-E2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	Ki-K31
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	Fi-F3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	Li-L37
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	Gi-G26	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	Mi-M7
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	Hi-H8				

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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
----------------------------------	--	------	----------	---	--

15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C.253(C) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COST**

TABLE OF CONTENTS

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BREAKDOWN OF THE TOTAL COST PLUS AWARD FEE

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

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

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

SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

B1 BASE YEAR

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

B2 FIRST OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0003 PROGRAM MANAGEMENT OFFICE (PMO) --
Cost Plus Award Fee to perform Program Management
activities in accordance with Section C and TOs to be
issued hereunder.

0003AA	Est. Recurring PMO Cost	\$ _____
0003AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0003AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0003AD	Maximum PMO Award Fee Pool	\$ _____

TOTAL \$ _____

0004 TECHNICAL SERVICES --
Cost Plus Award Fee to perform Technical Services
activities in accordance with Section C and TOs to be
issued hereunder.

0004AA	Est. Recurring Technical Services Cost	\$ _____
0004AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0004AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0004AD	Maximum Technical Services Award Fee Pool	\$ _____

TOTAL \$ _____

FIRST OPTION YEAR TOTAL \$ 40,000,000

B3 SECOND OPTION YEAR

CONTRACT

<u>LINE ITEM</u> <u>NUMBER</u>	<u>DESCRIPTION</u>	<u>TOTAL</u> <u>EST. COST</u>
-----------------------------------	--------------------	----------------------------------

0005	PROGRAM MANAGEMENT OFFICE (PMO) -- Cost Plus Award Fee to perform Program Management activities in accordance with Section C and TOs to be issued hereunder.	
------	---	--

0005AA	Est. Recurring PMO Cost	\$ _____
0005AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0005AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0005AD	Maximum PMO Award Fee Pool	\$ _____

	TOTAL	\$ _____
--	-------	----------

0006	TECHNICAL SERVICES -- Cost Plus Award Fee to perform Technical Services activities in accordance with Section C and TOs to be issued hereunder.	
------	--	--

0006AA	Est. Recurring Technical Services Cost	\$ _____
0006AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0006AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0006AD	Maximum Technical Services Award Fee Pool	\$ _____

	TOTAL	\$ _____
--	-------	----------

	SECOND OPTION YEAR TOTAL	\$ <u>40,000,000</u>
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B4 THIRD OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0007 PROGRAM MANAGEMENT OFFICE (PMO) --
Cost Plus Award Fee to perform Program Management
activities in accordance with Section C and TOs to be
issued hereunder.

0007AA	Est. Recurring PMO Cost	\$ _____
0007AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0007AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0007AD	Maximum PMO Award Fee Pool	\$ _____
TOTAL		\$ _____

0008 TECHNICAL SERVICES --
Cost Plus Award Fee to perform Technical Services
activities in accordance with Section C and TOs to be
issued hereunder.

0008AA	Est. Recurring Technical Services Cost	\$ _____
0008AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0008AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0008AD	Maximum Technical Services Award Fee Pool	\$ _____
TOTAL		\$ _____

THIRD OPTION YEAR TOTAL \$ 40,000,000

B5 FOURTH OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0009 PROGRAM MANAGEMENT OFFICE (PMO) –
Cost Plus Award Fee to perform Program Management
activities in accordance with Section C and TOs to be
issued hereunder.

0009AA	Est. Recurring PMO Cost	\$ _____
0009AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0009AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0009AD	Maximum PMO Award Fee Pool	\$ _____
TOTAL		\$ _____

0010 TECHNICAL SERVICES –
Cost Plus Award Fee to perform Technical Services
activities in accordance with Section C and TOs to be
issued hereunder.

0010AA	Est. Recurring Technical Services Cost	\$ _____
0010AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0010AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0010AD	Maximum Technical Services Award Fee Pool	\$ _____
TOTAL		\$ _____

FOURTH OPTION YEAR TOTAL \$ 40,000,000

B6 FIFTH OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0011 PROGRAM MANAGEMENT OFFICE (PMO) –
Cost Plus Award Fee to perform Program Management
activities in accordance with Section C and TOs to be
issued hereunder.

0011AA	Est. Recurring PMO Cost	\$ _____
0011AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0011AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0011AD	Maximum PMO Award Fee Pool	\$ _____
TOTAL		\$ _____

0012 TECHNICAL SERVICES –
Cost Plus Award Fee to perform Technical Services
activities in accordance with Section C and TOs to be
issued hereunder.

0012AA	Est. Recurring Technical Services Cost	\$ _____
0012AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0012AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0012AD	Maximum Technical Services Award Fee Pool	\$ _____
TOTAL		\$ _____

FIFTH OPTION YEAR TOTAL \$ 40,000,000

B7 SIXTH OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0013 PROGRAM MANAGEMENT OFFICE (PMO) –
Cost Plus Award Fee to perform Program Management
activities in accordance with Section C and TOs to be
issued hereunder.

0013AA	Est. Recurring PMO Cost	\$ _____
0013AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0013AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0013AD	Maximum PMO Award Fee Pool	\$ _____
TOTAL		\$ _____

0014 TECHNICAL SERVICES –
Cost Plus Award Fee to perform Technical Services
activities in accordance with Section C and TOs to be
issued hereunder.

0014AA	Est. Recurring Technical Services Cost	\$ _____
0014AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0014AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0014AD	Maximum Technical Services Award Fee Pool	\$ _____
TOTAL		\$ _____

SIXTH OPTION YEAR TOTAL \$ 40,000,000

B8 SEVENTH OPTION YEAR

CONTRACT
LINE ITEM
NUMBER

DESCRIPTION

TOTAL
EST. COST

0015 PROGRAM MANAGEMENT OFFICE (PMO) --
Cost Plus Award Fee to perform and close-out
Program Management activities in accordance
with Section C and TOs to be issued hereunder.

0015AA	Est. Recurring PMO Cost	\$ _____
0015AB	Est. Recurring PMO Non-Fee Bearing Travel Cost	\$ _____
0015AC	Est. PMO Other Non-Fee Bearing Cost	\$ _____
0015AD	Maximum PMO Award Fee Pool	\$ _____
0015AE	Est. Non-Recurring PMO Cost	\$ _____

TOTAL \$ _____

0016 TECHNICAL SERVICES --
Cost Plus Award Fee to perform and close-out Technical
Services activities in accordance with Section C and TOs to
be issued hereunder.

0016AA	Est. Recurring Technical Services Cost	\$ _____
0016AB	Est. Recurring Non-Fee Bearing Travel Cost	\$ _____
0016AC	Est. Technical Services Other Non-Fee Bearing Cost	\$ _____
0016AD	Maximum Technical Services Award Fee Pool	\$ _____

TOTAL \$ _____

SEVENTH OPTION YEAR TOTAL \$ 10,000,000

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

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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.

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.

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.

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 .

RECOMMEND DELETION

UXO CLEARANCE TIER CHART

MOU TERM	USE PLAN TERM	CLEARANCE REQ'T	ALLOWED USE	REMARKS (limitations)
Tier I		Surface plus 0 ft. (No subsurface)	Limited access with EOD/UXO escort, low intensity, no intrusive activities	Surface visual areas, broadcast surface seeding, low erosion potential
Grasslands / Revegetation	Botanical / Wildlife Preserve	Surface plus 0 ft. (No subsurface)	Limited access mound planting with EOD/UXO escort, low intensity, no intrusive activities	Broadcast surface seeding, mound planting
Historical, Cultural, or Archaeological Sites	Cultural / Historical Preserves	Surface plus 0 ft. (No subsurface)	Limited access with EOD/UXO escort, restricted use, no intrusive activities	No soil disturbance
Tier II				
Trails	Trails	Surface plus 1 ft.	Public access, no intrusive activities	No soil disturbance, low erosion potential
		Surface plus 4 ft.	Public access, trail maintenance activities	High erosion potential
Roads	Roads (Built-up road)	Surface plus 4 ft.	Public access, vehicular traffic, road maintenance activities	
	Roads (Excavation reqd. to build road)	Surface plus 4 ft. below planned excavation	Public access, vehicular traffic, road maintenance activities	
Human Habitation	Overnight Campsite, Educational & Cultural Centers, Work Camps	Surface plus 4 ft.	No intrusive activities deeper than 12 inches. (Camping, Surface Recreation)	No fire pits/imus
		Surface plus 10 ft.	Intrusive activities to 6 ft. (Limited Subsurface Construction Activity)	Fire pits/imus permitted

MOU TERM	USE PLAN TERM	CLEARANCE REQ'T	ALLOWED USE	REMARKS (limitations)
		Surface plus 4 ft. below planned excavation	Intrusive activities to planned excavation depths	
Grasslands / Revegetation		Surface plus 1 ft.	Surface raking less than 3 inches deep, surface rock gathering	No digging
	Revegetation / Soil Stabilization Area, Nurseries	Surface plus 4 ft.	Intrusive activities up to 12 inches, associated with revegetation & soil stabilization activities	
		Surface plus 4 ft. below planned excavation	Excavation to planned depth	
Reservoirs	Reservoirs	Surface plus 10 ft.	Excavation to 6 ft.	
		Surface plus 4 ft. below planned excavation	Excavation to planned depth	
Helipads	LZ	Surface plus 4 ft.	Temporary MOMAT pads	
		Surface plus 4 ft. below planned excavation	Permanent concrete pads	
Historical, Cultural, or Archaeological Sites		Surface plus 1 ft.	Public access, no intrusive activities, no escort required	No soil disturbance, low erosion potential
(No MOU term)	Buoy Moorings (Submerged Lands)	Underwater point clearance during construction	Point mooring	
(No MOU term)	Tidal Area, Coastal Area (Low water to High water mark)	Sand: Surface plus 4 ft. Rock: Surface plus 1 ft.	Surface gathering Surface gathering	Requires periodic maintenance/risk assessment

1.2.6.1 Tier 1 Clearance. Minimum UXO Tier I Clearance Criteria are defined in the table below. Minimum UXO detection requirements for Tier I clearance are an 85% probability of detection with a 90% confidence level, consistent with terrain and overgrowth characteristics. The Contractor shall provide statistical analyses of probabilities of detection to support clearance reliability levels and certification recommendations. Tier I clearance may include removal of surface debris. Specific clearance areas and requirements for Tier I clearance will be delineated in individual TOs and may include only UXO or UXO remnants.

MINIMUM TIER I CLEARANCE CRITERIA

ITEM	MINIMUM SIZE English	MINIMUM SIZE Metric
UXO*	All	All
UXO REMNANTS	1"x 2" or larger	2.54cm x 5.08cm or larger
SMALL ARMS	0.22" Dia to 50 Cal	5.56mm to 50 Cal
40mm GRENADES **	1.6" Dia	40 mm Dia
M26 SUBMUNITIONS M38 SUBMUNITIONS AND SIMILAR ITEMS **	2.75" Dia 1.75" Dia	66 mm Dia 43 mm Dia

* UXO includes all items that contain explosives, such as: Fuzes, Bulk Explosives, Pyrotechnics and Propellant

**Nonferrous Items

1.2.6.2 Tier II Clearance. UXO detection requirements for Tier II clearance are defined in the table below. Detection requirements are based upon actual UXO penetration depths experienced on Kaho'olawe. Minimum UXO detection statistics required for Tier II clearance are an 85% probability of detection with a 90% confidence level, consistent with terrain and overgrowth characteristics. The Contractor shall certify the detection capabilities of all UXO detection equipment. The Contractor shall provide statistical analyses of probabilities of detection to support clearance reliability levels and certification recommendations. Tier II clearance may include removal of metallic debris. Specific clearance areas and depth requirements for Tier II clearance will be specified in individual TOs.

UXO DETECTION REQUIREMENTS FOR TIER II CLEARANCE

ITEM	DEPTH	DEPTH
20mm w/Casing	6"	15.2 cm
60mm-81mm Mortar	14"	35.6 cm
2.25-2.75" Rocket Warhead	30"	76.2 cm
3" Projectile	23"	58.4 cm
5" Projectile	36"	91.4 cm
100 lb A/N Bomb	48"	1.2 m
250 lb A/N Bomb	48"	1.2 m
250 lb MK Bomb	72"	1.8 m
500 lb A/N Bomb	48"	1.2 m
500 lb MK Bomb	96"	2.4 m
1000 lb A/N Bomb	96"	2.4 m
1000 lb MK Bomb	96"	2.4 m
2000 lb MK Bomb	120"	3.0 m

1.3 PERSONNEL REQUIREMENTS. The general organizational structure for Key Personnel, Non-Key Personnel, and Other Personnel is described below in Subparagraphs a., b., and c. The required education and experience qualifications for Key Personnel and Non-Key Personnel positions are provided in Paragraphs 1.3.3 and 1.3.4, respectively. The Key Personnel and Non-Key Personnel positions shall not be changed nor shall personnel be assigned duties other than those described for each position without the approval of the Contracting Officer. A list of Key Personnel is provided in Attachment JC.4.

Performance of functions inherent in the positions listed in Subparagraph c. Other Personnel, below, is also required. However, the allocation of various functional responsibilities, development of positions and position titles, and specific job assignments shall be the responsibility of the Contractor. The contractor's position descriptions shall not be changed without the prior approval of the Contracting Officer.

- a. Key Personnel. See Paragraph 1.3.3 for duties and minimum required qualifications:

Program Manager (PM)
Senior Project Manager (SPM)
Contract Administration Manager (CAM)
Project Health and Safety Manager (HSM)
Range Control/Operations Officer (RCO)
Project QC Manager (PQCM)
Historic Preservation Manager (HPM)

- b. Specific Non-Key Personnel. See Paragraph 1.3.4 for duties and minimum required qualifications:

Architect/Engineer (A/E)
Data/Database Manager (DM)
Project Superintendent (PS)
Base Camp Manager (BCM)
UXO Safety Officer (UXOSO)
Construction Safety Officer (CSO)
UXO QC Manager (UXOQCM)
Construction QC Manager (CQCM)
Historic Preservation QC Manager (HPQCM)
Demolition Supervisor (DS)
Senior UXO Specialist Supervisor (SUXOSS)
UXO Specialist Supervisor (UXOSS)
Historic Preservation Field Director (HPFD)
Historic Preservation Field Supervisor (HPFS)
Registered Land Surveyor (RLS)
UXO Specialist (UXOS)

UXO Escort (UXOE)
Historic Preservation Technician (HPT)
Environmental Manager (EM)
Natural Resources Manager (NRM)

c. Other Personnel. The following functions shall be performed:

Environmental QC Manager (EQCM)
Natural Resources QC Manager (NRQCM)
Environmental Protection Specialist (EPS)
Natural Resources Specialist (NRS)
Data/Database QC (DDBQC)
Base Camp Safety Officer (BCSO)
Base Camp QC Manager (BCQCM)
UXO Sweep Personnel (UXOSP)
Geophysical Detector Personnel (GDP)
UXO Heavy Equipment Operator for Excavation (UXOHEOEXC)
Industrial Hygienist (IH)
Military Historian (MH)
Historic Preservation Laboratory Director (HPLD)
Historic Preservation Field/Lab Assistant (HPA)

1.3.1 Review and Approval of Resumes. Any changes in Key and Non-Key Personnel shall require submission of resumes to the Contracting Officer at least two weeks prior to the proposed date of hire. The resumes for Key Personnel are subject to approval by the Contracting Officer. The resumes for Non-Key Personnel will be reviewed by the Government to determine the qualifications relative to the requirements of the contract. The Government reserves the right to interview Contractor employees performing under the contract.

1.3.2 Contractor Work Force. The Contractor shall organize, furnish, maintain, supervise and direct a thoroughly trained, capable and qualified work force to effectively perform the work set forth in the contract and TOs. The Contractor shall establish an explosive certification and documentation process for all Contractor personnel working within exclusion zones.

1.3.3 Duties and Minimum Required Qualifications of Key Personnel.

1.3.3.1 Program Manager (PM). The Program Manager is responsible for managing the execution of the contract and subsequent TOs for UXO clearance and related actions. Duties include monitoring, managing and controlling project planning, execution, costs and quality; assigning personnel consistent with the requirements of the contract and TOs; developing cost effective methods of accomplishing the work; understanding and assuring compliance with the Regulatory Framework; and, only as directed by the Contracting Officer, attending Kaho'olawe Island Reserve Commission (KIRC) meetings and other

public meetings with Government representatives.

The minimum qualifications for the PM are:

- a. Graduate of an accredited college or university.
- b. Minimum of ten years experience as a project manager.
- c. Six years of the experience shall be at the senior project engineer or senior project manager level on UXO clearance projects.

1.3.3.2 Senior Project Manager (SPM). The Senior Project Manager is responsible for directing work activities as outlined in the contract and the associated TOs for UXO clearance and related actions. Duties include but are not limited to: ensuring that elements of the SOW and the individual TOs with their inclusive project plans and specifications can be implemented within schedule and budget; recommending and justifying modifications; developing or modifying methods for tracking materials and resources; coordinating subcontractor work; and complying with health and safety procedures, the Regulatory Framework and Site Protection Plan requirements.

The minimum qualifications for the SPM are:

- a. Graduate of an accredited college or university with a degree in engineering or an appropriate related field.
- b. Minimum of six years project management experience.
- c. Three years of experience in UXO clearance or related UXO field work.

1.3.3.3 Contract Administration Manager (CAM). The Contract Administration Manager is responsible for administering and managing contract TOs for UXO clearance, construction and services. This includes, but is not limited to, ensuring compliance with applicable acquisition regulations and policy as well as the terms and conditions of the contract; maintaining an adequate purchasing system, including overseeing procurement and cost minimization by the Contractor and sub-contractors; maintaining an adequate cost estimating system, including ensuring the adequacy of proposals; tracking costs; and interfacing with Government contracts personnel regarding contractual matters.

The minimum qualifications for the CAM are:

- a. Graduate of an accredited college or university with a degree in business administration or an appropriate related field.
- b. Five (5) years direct experience in the area of Government contracting with emphasis on cost type contracts.

1.3.3.4 Project Health and Safety Manager (HSM). The Project Health and Safety Manager is responsible for: coordination and execution of all health and safety requirements and activities associated with performance of this contract; review and approval of the Site Health and Safety Plan (SHSP); activity/task risk hazard analysis; and

review and approval of any improvements to the health and safety program. The HSM conducts full safety drills on a quarterly basis (more frequently if necessary), employing carefully orchestrated casualty scenarios.

The minimum qualifications for the HSM are:

- a. Certified Safety Professional (CSP) by the Board of Certified Safety Professionals.
- b. Ten years experience in Occupational Safety and Health as demonstrated by prior assignments in general industry, UXO or construction areas covered by U.S. Department of Labor standards.
- c. Three years experience in explosive safety, and compliance with 29 CFR 1910.120 standards is desired.

1.3.3.4.1 In the event that the UXOSO or CSO is not a CSP, the HSM shall provide direct, on-island supervision and oversight to the uncertified safety staff for no less than fifty percent (50%) of the affected UXO clearance and/or construction operations.

1.3.3.5 Range Control /Operations Officer (RCO). The Range Control/Operations Officer is responsible for: scheduling, coordinating, controlling and executing all range activities, including: all UXO clearance, explosive, demolition, destruction, and disposal related operations; as well as all construction activities on Kaho'olawe Island. Such operations include, but are not limited to, all inter- and intra-island transportation of personnel and materials; access and movement of personnel and materials on the island; construction activities; storage, issuance, movement, and usage of explosives, demolition and related materials; UXO processes including search, access, identification, movement, demolition, treatment, destruction, disposal, and storage activities; establishment, control and enforcement of safety, restricted, and exclusion zones surrounding all UXO clearance activities, explosive and UXO holding areas and activities, and explosive and demolition activities. Additionally, the RCO is responsible for: direct supervision of the SUXOSS, DS, UXO escorts, and emergency medical technician (EMT) personnel; accounting for the number of, and controlling the movement and locations of, all personnel on-island; coordinating with Pacific Division, Naval Facilities Engineering Command (PACNAVFACENGCOM) prior to all explosive operations; maintaining continuous communication with all personnel/teams on-island, as well as required off-island authorities; ensuring that all explosive operations on-island are conducted in accordance with Federal, DoD and Navy explosive safety guidelines and approved site safety submissions; and ensuring that off-island storage and transport are conducted in accordance with Federal, State and local requirements. A fully qualified alternate RCO shall be designated during any absence of the primary RCO.

The minimum qualifications for the RCO are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- b. Qualifications as a Master EOD technician.
- c. Minimum of seven years of documented hands-on experience in the planning, administration, execution and control of UXO Clearance/Demolition Range Operations and Safety Programs at the field detachment level, with at least two years in the field administration of UXO Clearance/Demolition Range Operations and Safety Programs.
- d. Minimum of nine years of EOD/UXO field experience, including:
 - 1) Three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician directly supervising complex multi-EOD team execution of UXO range clearance operations including: search, detection, access, identification and disposal procedures on conventional air and ground ordnance.
 - 2) Two years of current civil UXO industry experience may be substituted for military EOD experience.
- e. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.
- f. Shall never have been removed from a UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.3.6 Project Quality Control Manager (PQCM). The Project Quality Control Manager is responsible for: the development, execution, and maintenance of a stringent QC plan in accordance with the requirements of the contract; overall management of the QC program including direct supervision of all QC personnel, delegation of QC tasking and approving and signing all QC reports; and certification of all QC submissions from the Contractor.

The minimum qualifications for the PQCM are:

- a. Graduate of an accredited college with a degree in engineering, construction management, or appropriate related field.
- b. Certified Quality Professional, under certification by the American Society for Quality Control (ASQC) as Certified Quality Manager (CQM), Certified Quality Engineer (CQE), or Certified Quality Auditor (CQA).
- c. Five years experience in Environmental Science and/or Ordnance Operations, UXO QC field experience is highly desirable.
- d. Ten years experience as a superintendent, inspector, QC manager, project manager, or construction manager.
- e. All qualifying experience shall have been on similar size and type of contracts.

1.3.3.6.1 In the event that the UXOQCM or CQCM is not ASQC certified (CQE, or CQA), the PQCM shall provide direct, on-island supervision and oversight to the uncertified QC staff for no less than fifty percent (50%) of the field operations.

1.3.3.7 Historic Preservation Manager (HPM). The Historic Preservation Manager is responsible for the protection of historic properties potentially affected by all project activities. The HPM develops, implements and executes a Research Design and Implementation Plan; provides oversight and guidance to ensure the professional quality, technical accuracy and academic excellence of all field, laboratory, recording and data management aspects of historic preservation efforts under the contract; ensures reporting of historic preservation efforts; and ensures that historic property protection measures are incorporated into all aspects of the UXO clearance and associated support work.

The minimum qualifications for the HPM are:

- a. Masters Degree in Anthropology with an emphasis in Archaeology from an accredited college or university.
- b. Shall meet the minimum professional qualification standards listed in the Final Uniform Regulations for Archaeological Resources Protection Act of 1979 (ARPA) (32 CFR Part 229).
- c. Knowledge of Federal Historic Preservation Standards and Guidelines as set forth in FR Vol. 48 No. 190, Page 44734-9, and knowledge of Federal, State and local historic preservation laws and requirements.
- d. Ten years of professional experience in Pacific Archaeology, including supervisory and project director level experience.
- e. Experience in direct administration of large scale archaeological projects as evidenced by completed and accepted technical publications/reports.
- f. Demonstrated ability to carry research to completion, write research designs, and sample strategies.

1.3.4 Duties and Minimum Qualifications of Non-Key Personnel.

1.3.4.1 Architect/Engineer (A/E). The Architect/Engineer is responsible for: planning, designing and preparing technical submittals; providing field consultations on all construction, maintenance and repair projects; assisting the Senior Project Manager in carrying out Kaho'olawe UXO clearance efforts; and assisting the Project Superintendent in interpretation of engineering data.

The minimum qualifications for the A/E are:

- a. A US/ Registered Architect, or a US Registered Professional Engineer.
- b. Three years professional experience in Hawaii.
- c. One year of experience with environmental restoration projects is desirable.

1.3.4.2 Data/Database Manager (DM). The Data/Database Manager is responsible for the management, operation, and control of the Kaho'olawe Island Geographical Information System (KIGIS) as described in Part 6.6. The DM assures proper and accurate assembly and filing of data records; input of data into electronic database; maintenance and management of database hardware, software, records, up-to-date hard copy files and electronic database. The DM shall be responsible for the data records, data input, translation, storage and retrieval, and accuracy and completeness of all reports.

The minimum qualifications for the DM are:

- a. Three years documented expertise in all aspects of the assembly, configuration and use of computer hardware.
- b. Three years of documented experience in the operation and management of large complex GIS systems, databases and data files.
- c. Fluency in the functions, operation and programming of the computer software programs listed in Parts 6.5 and 6.6.

1.3.4.3 Project Superintendent (PS). The Project Superintendent responsibilities include, but are not limited to; managing, supervising and administering material logistic procedures, executing the project tracking system, coordinating construction work including subcontracted efforts, and monitoring and controlling project costs.

The minimum qualifications for the PS are:

- a. Fifteen years experience in the construction industry.
- b. Three years experience as an overall project superintendent.
- c. Demonstrated familiarity and working knowledge of standard industry/trade practices, codes and standards.

1.3.4.4 Base Camp Manager (BCM). The Base Camp Manager is responsible for managing and supervising the day-to-day support operations of the base camp at Honokanai'a and other construction camps that may be established by the Contractor and approved by the Government.

The minimum qualification for the BCM is:

- a. Five years experience in overall construction camp management and supervision or similar industrial plant management.

1.3.4.5 UXO Safety Officer (UXOSO). The UXO Safety Officer is responsible to the Project Health and Safety Manager for establishing, implementing and executing an effective Contractor explosive and UXO safety program for the UXO clearance, in compliance with all applicable Federal, DoD, Navy, State and local regulations and the requirements of the contract. Responsibilities include but are not limited to: direct

supervision of all UXO safety personnel; analyzing UXO and explosive operations risks, hazards and safety requirements; establishing and enforcing safety requirements for all UXO related operations; safety planning, execution and oversight for UXO and explosive operations; establishment of Standard Operating Procedures (SOPs) for all UXO related activities including search, detection, access, identification, transportation, centralized storage, disposal, treatment, scrap certification, HERO analysis, etc.; establishment, posting and enforcement of personnel limits, safety zones, and exclusion zones surrounding UXO field activities, explosive activities, and UXO transfer and holding areas; executing an effective explosive safety program including UXO safety, explosive storage, quantity-distance safety arcs, explosive transportation, operational procedures, operational personnel qualifications and certification, hazard and risk analysis, and safety assessment of UXO and explosive operations. Additionally, the UXOSO is responsible for the analysis and establishment of Personal Protective Equipment (PPE) requirements for all UXO related tasks and activities as part of the activity/task risk hazard analysis. The UXOSO shall not be assigned duties other than those of UXOSO.

The minimum qualifications for the UXOSO are:

- a. Certified Safety Professional under continued certification by the Board of Certified Safety Professionals. If not so certified, the UXOSO shall work only under the direct on-site supervision of the Project Safety Officer who is a Certified Safety Professional.
- b. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- c. Qualifications as a Master EOD technician.
- d. Minimum of nine years of EOD/UXO experience, including:
 - 1) Three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician directly supervising complex multi EOD team execution of UXO range clearance operations including search, detection, access, identification and disposal procedures on conventional air and ground ordnance.
 - 2) Included in the forgoing have a minimum of seven years of documented direct hands on experience at the field detachment level in the planning, administration and execution of comprehensive explosive and EOD demolitions range safety programs. Two years of current civil UXO industry safety experience may be substituted for two of military EOD safety experience.
- e. Military reservist EOD experience is applicable when accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.
- f. Shall never have been removed from a UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability.

1.3.4.6 Construction Safety Officer (CSO). The Construction Safety Officer is responsible to the Project Health and Safety Manager for: analyzing and establishing requirements of

PPE for construction as part of the activity/task risk hazard analysis; direct supervision of all construction safety personnel, monitoring field construction procedures to ensure compliance with the SHSP; briefing personnel on special hazards associated with the project operations; monitoring the handling and control of hazardous materials; developing proper health and safety procedures and enforcing and ensuring compliance with the SHSP; coordinating safety requirements with the HSM and UXO SO; conducting routine safety inspections; ensuring proper maintenance of PPE; and monitoring and reporting results, accidents, injuries, etc. to the HSM, and managing industrial hygiene. The CSO devotes a significant amount of effort to oversight in the field and shall not be assigned duties other than those of CSO.

The minimum qualifications for the CSO are:

- a. Certified Safety Professional under continued certification by the Board of Certified Safety Professionals; if not so certified, shall work only under the direct on-site supervision of the Project Safety officer who is a Certified Safety Professional.
- b. Ten years of experience in positions of overall construction safety management.

1.3.4.7 UXO Quality Control Manager (UXOQCM). The UXO Quality Control Manager is responsible to the Program Quality Control Manager for developing and implementing specific UXO sections of the Project Quality Control Plan in compliance with the Federal, DoD, and Navy requirements. The UXOQCM is responsible for directly supervising all UXO QC personnel, directing and approving the correction of any and all non-conforming or unsafe UXO work performed under the contract, and after notifying the PM and/or the RCO, for stopping further performance of non-conforming UXO work or unsafe activities.

The minimum qualifications for the UXOQCM are:

- a. Three years documented direct experience in the execution of QC programs.
- b. Certification in the Quality Sciences (CQE, CQA).
- c. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- d. Qualifications as a Master EOD technician.
- e. Minimum of seven years of documented direct hands on experience in the planning and administration of comprehensive explosive Quality Control Programs and UXO safety programs, with at least two years of that experience in the direct field administration of explosive Quality Control programs. Such background may be a combination of military EOD and civil UXO industry experience.
- f. Minimum of nine years of EOD/UXO experience, including:
 - 1) Three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician directly supervising complex multi EOD team execution of UXO range clearance operations including search, detection, access, identification and disposal procedures on

- conventional air, ground ordnance.
- g. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.
 - h. Shall never have been removed from a QC, Quality Assurance Specialist (Ammunition Surveillance) (QASAS), UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability.

Alternate minimum UXOQCM qualifications are:

- a. Successfully completed the prescribed training for the QASAS career program at the U.S. Army Defense Ammunition Center and School.
- b. Fifteen years of QASAS operational experience, which includes conventional ammunition, and
 - 1) At least one OCONUS assignment as a QASAS.
 - 2) At least one QASAS supervisory position.
- c. Shall never have been removed from a QC, QASAS, UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability.

1.3.4.8 Construction Quality Control Manager (CQCM). The Construction Quality Control Manager is responsible to the PQCM for developing and implementing the construction sections of the project quality control plan (including the three phases of inspection) in compliance with Federal, DoD, and Navy requirements. The CQCM is responsible for directly supervising all CQC personnel, directing and approving the correction of any and all non-conforming or unsafe construction work performed under the contract, and after notifying the PM and/or the RCO, for stopping further performance of non-conforming construction work or unsafe activities. The CQCM monitors and approves the quality of materials, plans, surveys, fabrication, as-built drawings, and other construction related work to ensure compliance with specifications, workmanship standards, and the requirements of the contract.

The minimum qualifications for the CQCM are:

- a. College graduate with a degree in engineering or related field.
- b. Minimum of six years of experience as a superintendent, inspector, QC Manager, construction manager, or environmental remedial action control manager on similar size and type construction or remedial action contracts.
- c. Three years documented direct experience in the execution of QC programs.
- d. Certification in the Quality Sciences (CQE or CQA).

1.3.4.9 Historic Preservation Quality Control Manager (HPQCM). The Historic Preservation Quality Control Manager is responsible for developing, enforcing, and implementing the HP Quality Control Program. This includes, but is not limited to, QC of

all archaeological activities and tasks in compliance with the Regulatory Framework and professional archaeological standards and practices. The HPQCM certifies the professional and technical accuracy of all HP data, reports and other relevant work and materials, and approves all historic preservation submittals.

The minimum qualifications for the HPQCM are:

- a. Master's Degree in Anthropology with an emphasis on Archaeology.
- b. Shall meet the professional qualifications as specified in Final Uniform Regulations for the Archaeological Resource Protection Act of 1979 (ARPA) (32 CFR 229).
- c. Knowledge of Federal Historic Preservation Standards and Guidelines as set forth in FR Vol. 48 No. 190, Page 44734-9, and knowledge of Federal, State and local historic preservation laws and requirements.
- d. Five years experience in managing archaeological projects.
- e. ASQC certified (CQE, or CQA); or if not so certified, shall perform tasks under the direct on-island supervision of the PQCM for no less than fifty percent (50%) of the operational time.

1.3.4.10 Demolition Supervisor (DS). The Demolition Supervisor is responsible for the oversight and direct supervision of treatment, disposal, demolition, transport, storage, storage compatibility, and accountability for all UXO found on Kaho'olawe Island in accordance with the approved site safety submission. The DS acts as the technical oversight for the selection, review, application, and control of appropriate courses of action and procedures in the performance of UXO transportation, storage, treatment, disposal, demolitions, and safety procedures. The DS oversees and consults with UXO SO and RCO on the applicability and use of military equivalent and civilian UXO industry unique procedures. The DS is responsible for generating and reviewing compliance with SOPs for all UXO transport, treatment, storage, disposal, and demolitions activities which include, but are not limited to: Open Burn (OB), Open Detonation (OD), Thermal Treatment, Open Storage, demolitions materials storage, issue, handling and accountability; explosive/demolitions materials transport, both on and off island; as well as UXO safety briefings and assessments.

The minimum qualifications for the DS are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- b. Qualifications as a Master EOD technician.
- c. Minimum of nine years of EOD/UXO experience, including:
 - 1) Three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician directly supervising complex multi EOD team execution of UXO range clearance operations including search, detection, access, identification and disposal procedures on conventional air and ground ordnance.

- 2) Included in the forgoing experience, minimum of seven years of documented direct hands on experience at the field detachment level in the supervision planning, administration and execution EOD operations. Two years of current civil UXO industry experience may be substituted for two of the seven years of EOD experience.
- d. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.
- e. Shall never have been removed from a UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.4.11 Senior UXO Specialist Supervisor (SUXOSS). The Senior UXO Specialist Supervisor is responsible to the RCO for the direct supervision of all UXOS and UXO personnel, and all UXO activities conducted by multiple clearance teams in the field. The SUXOSS acts as the technical resource for the selection, review, application, and control of appropriate courses of action in the performance of all UXO clearance, safety and demolition processes. The SUXOSS provides direct supervision and consults with the UXOSS and RCO on the applicability and use of military equivalent and civilian UXO industry unique procedures. The SUXOSS is responsible for developing and assuring compliance with standard operating procedures; explosive safety requirements and procedures; UXO search, detection, access, identification and movement/ relocation procedures.

The minimum qualifications for the SUXOSS are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- b. Qualifications as a Master EOD Technician.
- c. Minimum of nine years of EOD/UXO experience, including:
 - 1) Three years of documented active duty military impact/demolition range clearance experience as a Master EOD Technician directly supervising complex multi EOD team execution of UXO range clearance operations including search, detection, access, identification and disposal procedures on conventional air and ground ordnance.
 - 2) Included in the forgoing experience, a minimum of seven years of documented direct hands on experience at the field detachment level in the supervision planning, administration and execution EOD operations. Two years of current civil UXO industry experience may be substituted for two of the seven years of EOD experience.
- d. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.

- e. Shall never have been removed from a UXO, EOD, or safety oversight position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.4.12 UXO Specialist Supervisor (UXOSS). The UXO Specialist Supervisor is responsible for the supervision of multiple UXO clearance teams which perform UXO clearance activities in the field. The UXOSS acts as the work area technical resource for the selection, review, application, and control of appropriate courses of action in the performance of UXO clearance and safety procedures. The UXOSS determines the applicability of, and approves the use of military equivalent and civilian UXO industry unique procedures. The UXOSS is responsible for overseeing: compliance with standard operating procedures; explosive safety; UXO search, detection, access, identification, movement/relocation procedures; the conduct of UXO safety briefings and assessments; and the safety escort and movement control of personnel within their area of responsibility.

The minimum qualifications for the UXOSS are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- b. Minimum of seven years of EOD/UXO experience, including:
 - 1) Three years of documented active duty military field experience as a Senior EOD Technician directly supervising EOD team performance of UXO range clearance operations including search, detection, access, identification and disposal procedures on conventional air and ground ordnance.
 - 2) One year of additional documented active duty military field experience as a Master EOD Technician directly supervising complex multi EOD team execution of UXO range clearance operations including search, detection, access, identification and disposal procedures on conventional air and ground ordnance.
- c. Two years of documented civilian UXO clearance industry experience may be substituted for two years of active duty military experience. Five years of active duty military EOD experience including three years at the Senior EOD technician level cannot be waived for this position.
- d. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD position, and served directly performing hands-on EOD search, detection, access, identification, and disposal functions.
- e. Shall never have been removed from a UXO or EOD position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.4.13 Historic Preservation Field Director (HPFD). The Historic Preservation Field Director is responsible for direct supervision and execution of historic preservation field tasks. The HPFD shall accompany historic preservation crews in the field and provide oversight and direction to those crews. The HPFD shall ensure that historic preservation support tasks are coordinated with UXO clearance, safety, construction and related

support activities during field operation planning, scheduling and implementation.

The minimum qualifications of the HPFD are:

- a. Bachelor's degree in Archaeology or Anthropology with an emphasis in Archaeology.
- b. Shall meet the minimum professional qualification standards listed in the Archaeological Resources Protection Act, Final Uniform Regulations 32 CFR Part 229.
- c. Knowledge of Federal Historic Preservation standards and guidelines as set forth in FR Vol. 48 No. 190, Page 44734-9, and Federal, DoD, Navy, state and local historic preservation laws and requirements.
- d. Ten years professional experience in Pacific archaeology including at least five years experience supervising field crews.
- e. Demonstrated ability to implement research designs, make strategic and professional decisions in the field, and have strong oral and written communications skill as evidenced by completed technical reports/publications.

1.3.4.14 Historic Preservation Field Supervisor (HPFS). The Historic Preservation Field Supervisor is responsible for conducting fieldwork tasks as specified by the HPM, HPQCM, or HPFD in an efficient, professional and safe manner. The HPS shall, under the direction of the HPM, HPQCM or HPFD, provide direct supervision of historic preservation field technicians and assistants, and shall coordinate historic preservation tasks with other personnel in the work area.

The minimum qualifications of the HPFS are:

- a. Bachelor's degree or higher in Archaeology; Anthropology with an emphasis in Archaeology; or a related field.
- b. Five years experience in Pacific archaeology.
- c. Knowledge of Federal Historic Preservation standards and guidelines as set forth in FR Vol. 48 No. 190, Page 44734-9.

1.3.4.15 Registered Land Surveyor (RLS). The Registered Land Surveyor shall be responsible for the technical competency of all survey and mapping efforts, which shall include but not be limited to topographic, Global Positioning System (GPS) and aerial surveying. All surveying shall utilize the GPS to the maximum extent possible.

The minimum qualifications for the RLS are:

- a. State of Hawaii Registered Professional Land Surveyor.
- b. Three years of professional experience in Hawaii.

1.3.4.16 UXO Specialist (UXOS). The UXO Specialist is responsible for first line supervision in the field performance and execution of UXO clearance activities.

Responsibilities include, but are not limited to: leadership and supervision of non-UXO qualified team personnel (e.g. UXO search and/or sweep personnel, equipment operations, laborers, surveyors, etc.); explosive safety; UXO safety briefings; escort and movement control of personnel within the assigned work area of responsibility; supervision and execution of UXO search, detection, access, identification, condition evaluation (UXO and fuzing); selection of appropriate UXO courses of action and safety procedures; UXO movement/relocation; and documentation of all required data.

The minimum qualifications for the UXOS are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD.
- b. Minimum of five years of EOD/UXO experience including:
 - 1) Four years of documented hands-on active duty military impact/demolition range operations experience as an EOD Technician directly performing UXO search, detection, access, identification, and disposal of conventional air and ground ordnance.
 - 2) One year of documented civilian UXO industry experience may be substituted for one year of active duty military experience. Four years of active duty military EOD experience at the EOD Technician level cannot be waived for this position.
- c. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to a field EOD position, and served directly performing hands-on EOD detection, access, identification, and disposal functions.
- d. Shall never have been removed from a UXO or EOD position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.4.17 UXO Escort (UXOE). The UXO Escort is responsible for the safe passage of non-UXO qualified personnel who have activities to perform within restricted/exclusion areas. The UXOE ensures personnel safety during ground transit by scanning visually in the immediate path of the escorted party, and redirecting the party as necessary to avoid unexploded ordnance and other hazards. The escort function involves hazard recognition and avoidance only, not the execution of UXO search or clearance actions. The UXOE and the accompanying party are dispatched, controlled and under the direct authority of the RCO.

The minimum qualifications for the UXOE are:

- a. Graduate of the Naval Explosive Ordnance Disposal (EOD) School, Indian Head, MD as an EOD Technician (desired) or at minimum an EOD Assistant (Naval Enlisted Classification 5331 only).
- b. Two years of documented hands-on active duty military field experience as an EOD Assistant performing identification of conventional air and ground ordnance and associated hazards.

- 1) One year of documented civilian UXO industry experience may be substituted for one year of active duty military experience. One year of active duty military EOD experience at the EOD Technician or Assistant level cannot be waived for this position.
- c. Military reservist EOD experience is applicable only to the extent that it was accrued while on active duty, while assigned to an EOD assistant or Technician position, and served directly performing hands-on EOD identification of conventional air and ground ordnance and associated hazards.
- d. Shall never have been removed from a UXO or EOD position for cause, including unsatisfactory performance, safety or personal reliability reasons.

1.3.4.18 Historic Preservation Field/Laboratory Technician (HPT). The minimum qualifications for the HPT are either a. or b.

- a. Bachelor's degree or higher in Archaeology, Anthropology with an emphasis in Archaeology, or a related field with completion of an archaeological field school, and at least four months of supervised field/laboratory experience in Pacific archaeology, OR;
- b. Four years experience in Pacific archaeology including experience gained in an archaeological field school and/or as an archaeological field assistant.

1.3.4.19 Environmental Manager (EM). The Environmental Manager is responsible for ensuring that all environmental requirements of the contract are met. Responsibilities include, but are not limited to: leadership and field supervision of Environmental Protection Specialists (EPS); ensuring that all personnel have been properly trained; development, execution and implementing environmental plans, oil and hazardous material (OHM) spill and release contingency plans, studies and analysis, programs and reports; overall supervision of all sampling and analysis activities; and maintaining direct interface with field personnel. The EM is responsible for identifying and ensuring that all applicable permits are obtained.

The minimum qualifications for the EM are:

- a. Masters Degree in Environmental Science or Environmental Engineering.
- b. Ten years of environmental experience.
- c. Five years supervisory experience in an environmental management position.
- d. Experience executing environmental programs in accordance with OPNAVINST 5090.1B, CERCLA, SARA, and RCRA.
- e. Two years of experience with Ordnance and Explosives (OE).

1.3.4.20 Natural Resources Manager (NRM). The Natural Resources Manager is responsible for ensuring that all natural resource requirements of the contract are met. Responsibilities include, but are not limited to: the development & implementation of natural resource management plan(s) and procedures; documentation; ensuring that all personnel have been properly trained; and supervision of natural resource personnel in

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. The following training is required for Contractor personnel:

- 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 Training for the Hawaiian Cultural Briefing will be developed and provided by KIRC. The Contractor shall coordinate the Hawaiian Cultural Briefing with the Government.

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 KAHO'OLAWA 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. Base camp rules shall also be developed. 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 occasional resting places for the endangered Hawaiian monk seal. Seals shall not be approached or disturbed. 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.

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 Natural Resources Protection Plan shall address: ecosystem management; coastal zone management; exotic organism controls; 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 Flora and Fauna. The Contractor shall provide and document preventive measures to ensure alien 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 a plan for burn off of grasses and foliage as part of the Health and Safety Plan. Additionally, the Contractor shall develop SOPs for the use of controlled burns as part of the UXO Area Preparation SOP.

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.

4.2.4 Control and Disposal of Solid and Sanitary Wastes. The collection and disposal of solid and sanitary wastes from both the base camp and field operations areas is the responsibility of the Contractor in accordance with 40 CFR 243, OPNAVINST 5090.1B. In general, solid and sanitary waste shall be removed from the island. However, properly composted organic waste may be allowed to be stocked-piled at a suitable on-island area.

4.2.5 Control, Management, and Disposal of Hazardous Waste and Hazardous Materials. The Contractor shall manage all hazardous waste and hazardous waste residues in accordance with the Regulatory Framework and the provisions/requirements of Subparts B, C, D, E, L, M, N and O of 40 CFR 264.

4.2.5.1 Off-Island Hazardous Waste Disposal. The Contractor shall transport and dispose of hazardous waste in accordance with the Regulatory Framework and Subchapter C of 49 CFR, and other Federal and State regulations, as required.

4.2.5.2 Hazardous Material and Waste Storage. The Contractor shall store hazardous material and waste in containers in accordance with 40 CFR Parts 262, 264, 265, & 266; HAR Chapters 11-262, 11-264, 11-265 & 11-266. All hazardous material coming on the island must have a Material Safety Data Sheet (MSDS), OSHA 174 or equivalent. Copies of the MSDS shall be kept with the hazardous materials and maintained in range control files.

4.2.5.3 Oil and Hazardous Material Spills. In the event of a spill, response shall be in accordance with 40 CFR Part 300 and the Contractor's emergency contingency plan. The Contractor shall be responsible for the development and implementation of a spill prevention control and countermeasure plan in accordance with 40 CFR 112.

4.2.5.4 Engineering Evaluation/Cost Analysis (EE/CA) or Engineering Trade-Off Analysis. The Contractor shall prepare EE/CA documentation in accordance with the provisions of Section 300.415 of the National Oil and Hazardous Substance Pollution Contingency Plan (NCP). The Contractor may prepare an Engineering Trade-Off Analysis in lieu of an EE/CA if appropriate. This documentation shall include, but is not limited to, UXO treatment and/or disposal alternatives and other contaminated waste products. Documentation shall be in accordance with Chapter 2 of EPA Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA, August 1993.

4.3 ENVIRONMENTAL CONDITIONS REPORT (ECR). The Contractor shall perform a survey of the TO defined work areas with the Contracting Officer or designated representative prior to starting work to document the existing environmental conditions. The ECR shall identify and contain accurate written and photographic (still and video tape) documentation of each work area before and after clearance activity. The intent of the photographic documentation is to pictorially document the impact of contract activities on all work areas. Color photographs (3" x 5" glossy) and video tapes (VHS) shall show existing environmental conditions in, and adjacent to the work area. Photographs and video records shall be taken from locations that will depict all existing conditions before

the start of any intrusive activity. Such photo documentation will be clearly marked as to the date, location, and other pertinent data with respect to the site. For the final report, videos and photos will be taken from the same locations and oriented in the same manner.

PART 5.0 PROTECTION OF HISTORIC PROPERTIES

5.1 HISTORIC PRESERVATION. Historic property protection services required under this contract relate to several types of Historic Preservation tasks to be conducted in accordance with the Regulatory Framework, the substantive requirements of the National Historic Preservation Act of 1966 (as amended), and professional archaeological standards and practices.

5.2 CLARIFICATION OF TERMS. Clarification of selected terms are as follows:

"Historic Preservation", for the purposes of this contract, includes identification, evaluation, recordation, documentation, curation, protection, management, and/or stabilization of historic properties.

"Historic Property" means any prehistoric or historic district, site, building, structure, object, or Traditional Cultural Property included in, or eligible for inclusion in, the National Register of Historic Places.

"Traditional Cultural Property" is, generally, a property that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that; (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community.

"Historical, Cultural, and Religious Sites and Artifacts (HCR, or AHCR with the addition of "Archaeological") is a phrase introduced in the MOU to refer to the historic properties of Kaho'olawe. All Historic Preservation plans, procedures and reports developed for this contract shall use the term "historic properties" rather than this phrase and its associated acronyms.

5.3 GENERAL REQUIREMENTS

5.3.1 Historic Preservation Services. Historic preservation services required under this contract shall be provided in support of the project's primary task, the clearance of UXO, as well as other tasks including construction, infrastructure upgrades, and restoration activities. The clearance of UXO and associated support activities represent potential impact to the Kaho'olawe Island Archaeological District and to the features which contribute to its historic significance. The Contractor shall be responsible for identifying, documenting, evaluating, and protecting all historic properties on Kaho'olawe which are potentially affected by project activities undertaken by their personnel, subcontractors, and

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 (48 FR 44716), 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 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.

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 (48 CFR 44716). 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.

- 3) Authority and Responsibility of Staff.
- c. Management Process for the Following:
 - 1) Task Order Administration.
 - 2) Performance Review and Controls; Award Fee Criteria.
 - 3) Meeting the Objectives of the Award Fee Plan.
- d. Reporting:
 - 1) Technical Reports.
 - 2) Financial Reports.
- e. Document and Data Control Management Organization.
- f. Subcontracting:
 - 1) Selection Process and Authority.
 - 2) Subcontractor Management/Oversight.
 - 3) Subcontractor Cost and Schedule Control.
 - 4) Subcontracting Plan Compliance Reports.
- g. Property Management Control and Reports (Contractor Furnished or Leased, Government Furnished, or Contractor Acquired for the Government).
 - 1) Government Property Inventory.
 - 2) Government Property Acquisition/Disposition.
 - 3) Government Property Maintenance.
- h. Environmental Management Issues.
 - 1) Regulatory Framework Compliance.
 - 2) Manifest Control.

6.3.1.2 The program management plan shall be submitted in accordance with the CDL provided in Section J, Attachment JC.6, and be approved by the Contracting Officer prior to commence of on-site field work. Any revisions to the plan shall be submitted to the Contracting Officer for approval.

6.3.1.3 In addition, a written outline of the Program Management Plan, including CMS, shall be submitted to the Contracting Officer two weeks prior to the scheduled date of the pre-performance conference. The Contractor shall provide a verbal presentation and an opportunity for questions and discussion at the pre-performance conference.

6.4 CONTRACT MANAGEMENT SYSTEM (CMS) PROGRESS SUBMISSIONS

6.4.1 Status Reports. Monthly status reports and additional reports shall be submitted as required by the CDL provided in Attachment JC-6. The reports will be used to evaluate the status of activities. The monthly Status Report shall include, but is not limited to, the following information for each TO, as well as a summary report addressing the overall status:

- a. Introduction.
- b. Work Accomplished (in just completed period).
- c. Work Planned (for next period).

- d. Variance Analysis of Work Planned and Actual Work Accomplished from Previous Period.
- e. Actual Percent of Overall Work Completed.
- f. Problems and Recommendations.
- g. Cost and Revenue Summary.
- h. Cost Variance (include percent positive or negative and narrative explaining variances between estimated costs and projected costs at completion).
- i. Progress Schedule (include plans for scheduled maintenance).

6.4.2 Cost Reports. A detailed cost estimate shall be prepared and submitted to the Government for each TO prior to the start of each TO. An Actual Cost Data Report for each completed TO for each UXO cleared area shall be prepared by the Contractor and submitted to the Government in electronic format.

6.5 CMS HARDWARE AND SOFTWARE

6.5.1 General. The Contractor shall develop automated control and status reports and establish an electronic link to PACNAVFACENGCOM Pearl Harbor and other work areas as needed. Provide hardware for the purpose of the CMS and data transfers from the Contractor to PACNAVFACENGCOM.

6.5.1.1 CMS hardware and software shall be compatible with the following:

IBM PC/PC Compatible: Pentium - 100 MHZ w/ Coprocessor
 3.5" HD (1.44 MB) Disk Drive
 1GB (minimum) Hard Drive
 SVGA Monitor
 16 MB RAM
 CD ROM
 PCMCIA 2.1 Card
 Mouse

Modem: 28800 Baud

6.5.1.2 Software shall also be compatible with the following:

Microsoft Windows 3.1
 Microsoft Project 4.0 For Windows
 Microsoft Powerpoint 4.0
 WordPerfect 6.1 For Windows
 Microsoft Excel Ver 5.0
 Microsoft Access For Windows
 Microsoft Word 6.0

6.6 KAHO'OLAWA ISLAND GEOGRAPHIC INFORMATION SYSTEM (KIGIS)

6.6.1 General. A Kaho'olawe Island Geographic Information System (KIGIS) will be used to manage all graphical and non-graphical data associated with the UXO Clearance Project. The Government has developed a KIGIS that contains maps and photographs of Kaho'olawe, a database for ordnance and historic property data, and a model to estimate the clearance costs. The Government will provide existing KIGIS data to the Contractor as an Modular GIS Environment (MGE) project file.

6.6.2 System Description

6.6.2.1 Software:

- a. Operating System: Windows NT 3.51
- b. Database: Oracle Server 7.3
RIS (Intergraph Relational Interface System)
- c. CAD: Micro station V5
- d. GIS: MGE Basic Nucleus
MGE Basic Administrator
MGE Base Mapper
MGE Terrain Analyst
MGE Projection Manager
VistaMap (Intergraph GIS viewer)

6.6.2.2 Hardware:

- a. Intergraph ISMP64 server
 - 4 Pentium processors
 - 128 MB RAM
 - 3.5 " floppy drive
 - CD-ROM drive
 - 8 mm tape drive
- b. Intergraph InterRAID-12 RAID system with 6 GB disk capacity
- c. Intergraph TD-5 workstation
 - 2 Pentium processors
 - 100 MB RAM
 - 3.5 " floppy drive
 - CD-ROM drive
 - Dual 27" monitors

6.6.2.3 Existing Data. Vector graphic data includes maps of topography, ordnance target areas, soil types, vegetation, roads, proposed land use, historic property sites, and ordnance found during a model clearance project. Raster graphic data includes aerial photos of Kaho'olawe, ground photos taken with a digital camera, and scanned drawings of historic property sites. Non-graphic data associated with the maps is maintained in the relational database. Total amount of graphic and non-graphic data is approximately 300 MB.

6.6.2.4 Cost Model.

- a. The KIGIS cost model is a tool for estimating UXO clearance costs. While viewing a map of Kaho'olawe, the user can select an area to be cleared and the cost model will generate a report of estimated costs. The report is broken down into various cost categories such as scrap removal, excavation, UXO disposition, etc.
- b. The cost model calculates costs based on several factors that are assumed to affect clearance costs. These factors include topography, surface texture, overgrowth density, ordnance density, etc. The cost model initially uses historical and extrapolated data for these factors, but as the cleanup progresses and data is gathered, the cost model will use actual data if possible.
- c. Most of the parameters used in the cost model calculations are maintained in the GIS database. This database approach allows the user to adjust the cost model by modifying values in the database. For example, if actual data shows that the cost model is consistently overestimating clearance costs, the user can make adjustments to pertinent parameter factors to reduce future cost estimates.

6.6.2.5 User Interface. The KIGIS provides a graphical user interface for entering historic property and ordnance data, running the cost model, and modifying cost model parameters.

6.6.3 System Operations. The Contractor shall provide the hardware, software, and personnel to maintain the KIGIS. The Contractor shall enter ordnance, historic property, survey, and mapping data into the KIGIS on a daily basis. In addition, hard copy files and records shall be assembled, maintained, and managed. The Contractor shall provide KIGIS data to the Government as required. The Contractor shall validate and provide daily quality control of all data.

6.6.4 System Access. The Contractor shall provide hardware, software, and training so that Government personnel on Kaho'olawe, at PACNAVFACENGCOM on Oahu, and at NAVEODTECHDIV in Indian Head, Maryland, have online access to KIGIS data.

PART 7.0 QUALITY CONTROL (QC)

7.1 QC PROGRAM REQUIREMENTS. This part establishes Quality Control requirements for this procurement.

7.2.1 Contractor's Quality System. The Contractor shall develop and execute an effective Quality System which demonstrates the application of, and conformance to the specifications of American National Standards Institute /American Society for Quality Control (ANSI/ASQC) E4-1994: Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs. Equivalent standards may be considered, such as the ISO 9000 series of Quality Systems Standards, only when supplemented by quality plans specific to environmental data and technology

and UXO concerns and NAVFAC NFGS-01450. Demonstrated functioning of the Contractor's Quality System shall be a continuing part of all contractual requirements. Records, documents, logs, data, and/or reports necessary to provide objective evidence of the effectiveness of the Quality System shall be made available to the Government.

7.2.2 QC Program. The Contractor shall develop and document a contract specific Quality Assurance Project Plan (QAPP) to effectively plan, implement, monitor, certify and document the quality, accuracy and completeness of all UXO operations; explosive safety; construction activities; historic property and natural resources protection; environmental sampling and analysis; surveying, mapping and geodetic data; data acquisition and management, transfer, translation, storage and retrieval of database records; reports; cost and financial data; personnel qualifications and other functions and data as required in the contract. The Contractor Quality Control (QC) Program will include, but not be limited to: a QC organization; QC plans; QC plan meetings; coordination and mutual understanding meeting; QC meetings; implementation of the three phases of control; submittal review and approval of all QC documents and tests; and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract. The QC program shall include as a minimum, but is not limited to the following areas: camp operations, planning/design engineering, construction, data/database management, UXO operations, safety, historic preservation, environmental and natural resources, and program management. The list of definable features of work shall be keyed to the Contractor's Work Breakdown Structure (WBS) shown in Attachment JC.5. All critical path activities shall be included.

7.2.2.1 Standard Operating Procedures (SOPs) shall be developed that will be followed in preparatory, initial, and follow-up phases of all activities. These SOPs shall list quality control activities, including methodology for sample testing for the preparatory, initial and follow-up phases for each definable feature of work. A personnel matrix for each section of the task/activity, showing who will review and approve submittals, who will perform and document the three phases of control, and who will perform and document the testing. These SOPs shall include but not be limited to UXO QC, Camp QC, Historic Preservation QC, Environmental & Natural Resources QC, Data/Database QC, Construction QC, UXO Clearance Certification and Methodology, Range/Site Maintenance and Risk Assessment. Reports generated as part of the QC functions include but are not limited to: clearance certification, training, explosive and historic preservation.

7.2.2.2 Contractor's Corrective Action System. The Contractor shall provide an effective Corrective Action system, including tracking, reporting and satisfactorily completing required corrective action. Corrective Actions may be initiated by the Government or the Contractor.

7.2.2.3 Planning/Design Engineering. Facilities planning and design shall be performed by a registered engineer required in Part 1.3.4.1 and in accordance with PACNAVENCOM P-74, A-E Guide.

7.3 QC ORGANIZATION. The QC Plan shall define the Contractor's QC Organization necessary to execute all phases of the QC program. The QC organization, at minimum, shall account for functions and personnel listed in Part 1.3.

7.4 QC PLAN REVIEW. Government review and concurrence with the QC plan is required prior to the initiation of construction or UXO operations. No work is authorized to proceed on any work area prior to Government approval of the full QC plan, including construction and UXO QC. The Contractor shall submit all changes of the QC Plan to the Contracting Officer for review and concurrence prior to implementation.

7.5 TESTING AND ANALYSIS. Required sampling, analysis and reports shall be defined in the Sampling & Analysis Plan and implemented in standard operating procedures for each specific area.

7.5.1 Testing Laboratory Requirements. Laboratories performing tests and analyses required by this contract of shall be accredited testing facilities.

7.5.1.1 Accredited Laboratories. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), and the American Association for Laboratory Accreditation (AALA) program. Acceptable accreditation for analysis of construction-related work and materials includes the American Association of State Highway and Transportation Officials (AASHTO) and the Naval Facility Engineering Service Center (NFESC). The Government reserves the right to verify that all testing and analyses is performed in compliance with the required accreditations/certifications.

7.5.1.2 Test Results. Test results shall be reported, citing applicable contract requirements, tests or analytical procedures used and actual results. All results of testing and analyses shall be certified by the Contractor.

7.5.2 Statistical Measures of Clearance Effectiveness. The Contractor shall provide the calculations and statistical results from executed clearance actions as deliverables under the contract. The Contractor shall provide final clearance certification.

7.5.3 Quality Assurance (QA)/Verification. All of the Contractor's QC activities, Submittals, and Certifications will be subject to Government Quality Assurance (QA) Verification. The Government will apply an Acceptance Sampling Plan, based on MIL-STD-1916, to land parcels submitted as cleared of UXO by the Contractor. Withholding of Acceptance, as based on this plan, shall require rework of the stated parcel.

7.6 QC CERTIFICATIONS. The PQCM will certify all deliverables in accordance with the QAPP and the Standard Operating Procedures.

7.7 DOCUMENTATION. A list of deliverables required from the Contractor throughout the contract period is provided in Attachment JC.6.

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 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, 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 Program QC Manager shall conduct weekly QC meetings at the work site with the project manager, project superintendent(s) and other QC Managers. The Program 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 QC Manager shall notify the Contracting Officer at least two days prior to each meeting to offer the Government 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 requirements stated in the Federal Acquisition Regulation (FAR), FAR Clauses and DoD FAR Supplement, DFARS, and DFAR Clauses 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. Persons and organizations requesting access to Kaho'olawe must 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) 40 hours 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).

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.

10.1.1 UXO Clearance At Base Camp. The base camp at Honokanai'a has been surface swept for UXO to Tier I requirements as defined in Clearance Requirements, Part 1.2.6.1.

10.2 MANAGEMENT AND ADMINISTRATION. The Contractor shall provide all services and resources necessary to manage and supervise the work force, control expenditures, manage records, provide reports to the Government, support Government audits and inspections, and provide other administrative services.

10.2.1 Service Personnel. Select qualified personnel to perform the required services, manage and supervise their work and keep them informed of all changes in methods of operation (SOPs).

10.2.2 Camp Safety Program. Develop and execute a Camp Safety Program for Government and Contractor personnel in accordance with 29 CFR 1910 and OPNAVINST 5100.23D.

10.3 HAZARDOUS WASTE & USED POL COLLECTION, STORAGE, TRANSPORT AND DISPOSAL. Prepare Hazardous Waste Management, Waste Minimization and Spill Prevention Control & Countermeasures (SPCC) Plans. Provide all operations, management and documentation services required to comply with the plans in accordance with Part 4.1, General Environmental Requirements. The Base Camp generates less than 100 kg of HW per month and is conditionally exempt as small quantity generator.

10.4 CUSTODIAL SERVICES. Provide custodial services including labor, tools, equipment, transportation, materials and management for all camp facilities. Contractor shall submit a custodial services plan. All detergents, cleaning agents and material used shall be biodegradable and shall have MSDS. The frequency and type of custodial services performed shall be in accordance with MO-125, Military Custodial Service Manual and NAVFAC P-706, EPS Janitorial Handbook. Custodial personnel shall be properly trained and shall wear approved health and safety protective gear and shall be properly immunized for the type and nature of health exposure risk.

10.5 GROUNDS MAINTENANCE. Provide base camp grounds maintenance services to include all labor, tools, equipment and materials in accordance with NAVFAC- MO 100, Maintenance of Grounds. The Contractor shall submit a Grounds Maintenance Plan. Services shall include, but are not limited to, vegetation control, tree trimming, root removal, planting, fertilizing, watering, surface drainage and erosion control. Services shall also include cleanup and maintenance of roadways, walkways, common areas, and the beach area. Vegetation control includes maintenance of the 15.25 m. (50 ft.) fire break around the camp perimeter. All grass, trees, shrubs and any other vegetation within the fire break shall be maintained at a height of less than 10 c.m (4 in), unless otherwise directed by the Contracting Officer.

10.5.1 Compost Toilets. The grounds maintenance personnel shall be responsible for the operation and maintenance of the composting toilet facilities at both Base Camp at

Honokanaia and the camp at Hakioawa.

10.5.2 Gray Water System. The grounds maintenance personnel shall be responsible for the operation and maintenance of the Gray Water System facilities.

10.6 PEST CONTROL. Provide pest control services to include all labor, tools, equipment and material in accordance with NAVFACINST 6250.3 series, Pest Management Services and applicable federal, state and local regulations regarding approved pesticide storage and application procedures. A pest control plan shall be submitted. At least one person shall be the certified applicator for restricted use pesticides in accordance with DoD Directive 4150.7-M and the State of Hawaii. All approved restricted use pesticides shall have MSDS. Disposal of pesticide containers shall be in accordance with regulatory agency and manufacturer requirements.

10.6.1 Preventive Pest Management Services. Preventive pest management services shall include control or eradication of pests that are defined as insects, rodents, vertebrates, vegetation, and other organisms, animals or plants that may be harmful to human health and comfort. Services shall also include inspection of facilities and potential breeding sites to detect the presence of pests and effective follow-up pest control measures. The Contractor shall ensure that measures implemented to eradicate infestation of a rodent or pest do not increase populations of other pests.

10.6.2 Rodent Infestation. Be aware that the rodent (*Mus musculus*) infestation is seasonal.

10.7 ELECTRICAL UTILITY SYSTEM. Provide all labor, tools, equipment and material necessary to operate, maintain and repair the base camp electric power generation and distribution system. The system must be operational 24 hours/day, seven days/week and shall be operated in a reliable manner to minimize power disruptions that could have a significant adverse effect on the base camp operations including computer and range control communication systems. Services shall also include the operation and maintenance of the engine-generator diesel fuel storage and delivery system, portable emergency generator units and all camp building window air conditioning units. Energy conservation measures must be considered to conserve fuel. The electrical power generation and distribution equipment shall be operated in accordance with the manufacturer, Navy, OSHA and other applicable health, safety and noise requirements including the National Electrical Safety Code. A diesel engine-generator maintenance plan and log shall be submitted.

10.7.1 Personnel Qualifications. Personnel shall be properly trained, experienced and certified in the operation and maintenance of engine-generator units and electrical distribution equipment

10.7.2 Extended Services. The Contractor shall extend maintenance services to include the generator unit at Hakioawa Camp.

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 applicable Navy, federal and state requirements. 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. 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 monitors, and 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.

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. A topographic survey of cleared areas will be completed with 0.61 meter contours (+/- 0.076 m). 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 within the clearance areas. The maximum permissible GPS Circular Error Probable (CEP) for UXO is one (1) meter, the maximum altitude error is 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 contours and spot elevations shall have a vertical accuracy to tenth of a meter.

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	Sections II, IV & V; Appendices A & B	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	Not Attached See Section G, paragraph G15
Davis Bacon Act Wage Determination, current version	All	Not Attached See Section G, paragraph G15
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

PART 15.0 REFERENCE DOCUMENTS

15.1 GENERAL. The reference documents listed herein are for Contractor guidance and information during the performance of this contract.

15.2 AVAILABILITY. Reference documents are available for public viewing at the following locations:

15.2.1 Libraries:

- a. Hawaii State Library, 478 King St., Honolulu, HI 96813
- b. Hilo Public Library, 300 Waianuenue Ave., Hilo, HI 96720
- c. Kailua-Kona Public Library, 75-138 Hualalai Rd., Kailua-Kona, HI 96740
- d. Lihue Public Library, 4344 Hardy St., Lihue, HI 96766
- e. Hana Public & School Library, PO Box 490, Hana, HI 96713
- f. Kahului Public Library, 90 School St., Kahului, HI 96732
- g. Kihei Public Library, 35 Waimahaihai St., Kihei, HI 96753
- h. Molokai Public Library, 15 Ala Malama, PO Box 395, Kaunakakai, HI 96748
- i. Lanai Public Library, PO Box 550, Lanai City, HI 96763
- j. University of Hawaii Hamilton Library, UH Manoa, 2550 The Mall, Honolulu, HI 96822

15.2.2 Internet: PACDIV Home Page Address: (available in text-only version)
<http://www.navy.mil/homepages/navfac/pacdiv/pacdiv.htm>

15.2.3 Compact Disc (CD). Available only for purchase.

15.2.4 Pacific Division, Construction Contracts Branch (CCB)
Building #62, 4262 Radford Drive
Honolulu, Hawaii 96818-3296
Telephone: (808) 474-5518/7120

15.2.5 State Historic Preservation Division (SHPD). Interested persons should contact:
Kaho'olawe Archaeologist
State of Hawaii Department of Land and Natural Resources
State Historic Preservation Division (SHPD)
33 South King Street, 6th Floor
Honolulu, Hawaii 96813
Telephone: (808) 587-0013

REFERENCE DOCUMENTS

TITLE	LIBRARIES & CCB, BLDG #62	INTER- NET	CD	SHPD
Title X, Conveyance of Kaho'olawe Island to the State of Hawaii, 11 November 1993	X	X	X	
Memorandum of Understanding (MOU) between the U.S. Navy and the State of Hawaii/Quitclaim Deed from the United States to the State of Hawaii, 6 May 1994	X	X	X	
Kaho'olawe Use Plan Prepared for KIRC, December 1995	X	X	X	
Soil Survey of Island of Kaho'olawe, Hawaii, April 1995	X			X
Erosion Control Recommendations For Inclusion In The Navy's Kaho'olawe UXO Clearance RFP, Prepared for KIRC, current version	X	X	X	
Site Protection Procedures for the Protection of Archaeological, Historical, Cultural and Religious Sites During the Cleanup and Restoration of Kaho'olawe, Prepared for KIRC, current version	X	X	X	
Department of Defense (DOD) 6055.9-STD: DOD Ammunition and Explosives Safety Standards, Chapter 12-Real Property Contaminated With Ammunition and Explosives, 19 June 1996	X	X	X	
Unexploded Ordnance (UXO) Model Clearance Project Kaho'olawe Island, Hawaii, Volume I (Final Report) and Volume II (Lessons Learned), June 1996	X	X	X	
National Register of Historic Places Multiple Resource Nomination Form for the Historic Resources of Kaho'olawe, 1980				X
Cultural Resources Management Plan for the Kaho'olawe Archaeological District, Volume I, (Final Report), January 1995	X	X	X	X
Cultural Resources Management Plan for the Kaho'olawe Archaeological District, Volume II (Attachments), January 1995	X			X
Unexploded Ordnance (UXO) Model Clearance Project, Kaho'olawe Island, Hawaii; Protective Works Demonstration Report, June 1996	X	X	X	X
Archaeological Report on Monitoring During the Kaho'olawe UXO Model Clearance Project, Volume I, September 1996	X	X	X	X
Archaeological Report on Monitoring for the Kaho'olawe Model UXO Cleanup Stake-Out Project, revised 29 August 1996	X	X	X	X
Archaeological Monitoring of the Base Camp Stakeout and Ordnance Re-Sweep, Honokanaia, Kaho'olawe Island (TMK 2-1-01:1)	X			X

TITLE	LIBRARIES & CCB, BLDG #62	INTER- NET	CD	SHPD
Archaeological Monitoring of Revegetation Areas on the Island of Kaho'olawe, Hawaii (Final Report), February 1996	X	X	X	X
Lessons Learned from Base Operating Support (BOS) Contract; Kaho'olawe Island, 9 July 1996	X	X	X	
UXO Model Clearance Project Kaho'olawe Island, Hawaii Access Data Base Files, current version in electronic format only		X	X	
Unexploded Ordnance (UXO) Model Clearance Project, Island of Kaho'olawe, Clearance Results Map, current version	X		X	
Topographic Survey - Unexploded Ordnance (UXO) Model Cleanup Map, May 1996	X		X	
PACNAVFACENGCOM P-74, A-E Guide for Architect-Engineer Firms Performing Services for the DON PACNAVFACENGCOM, November 1996	X	X	X	
Storm Water Management Plan for Camp Kaho'olawe, Kaho'olawe, Hawaii, September 1996	X	X	X	

**SECTION D
PACKAGING AND MARKING**

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SECTION D
PACKAGING AND MARKING

D1 PREPARATION FOR DELIVERY

A. All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

B. Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-95, "Standard Practice for Commercial Packaging", current version.

D2 MARKING OF SHIPMENT

A. The Contractor shall mark all shipments under this contract in accordance with MIL-STD-129M, Marking for Shipment and Storage, current version.

B. Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR: Contract Number _____
Task Order Number _____
Item Number _____

Destinations to be provided at time task orders are issued.

D3 LABELS AND OTHER FORMS OF WARNING

A. The Contractor shall ensure that each container of hazardous materials leaving the workplace is labeled, tagged, or marked in accordance with 29 CFR 1910.1200(f).

B. Each container shall be clearly marked with the following information:

1. Identity of the hazardous material(s)
2. Appropriate hazard warnings
3. Name and address of responsible party

D4 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

In accordance with 29 CFR 1910.1001, the following caution labels shall be placed on all products and their containers containing asbestos fibers in a form that can be inhaled.

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

The above label shall be printed in letters of sufficient size as to be readily visible and legible.

D5 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper), computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**SECTION E
INSPECTION AND ACCEPTANCE**

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SECTION E INSPECTION AND ACCEPTANCE

E1 FAR 52.246-5 INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defect or services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under this contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may: (1) by Contractor or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E2 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Technical Representative (COTR), Navy Technical Representatives (NTR), or other representatives, as designated on individual Task Order (TOs).

E3 ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E4 FAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by state and Federal Government Regulatory agencies including those described below. Permission has been granted by the Navy permitting federal and state occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

E5 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Government not concur with the minutes, the Government shall state in writing, to the Contractor any areas of disagreement within 15 calendar days.

**SECTION F
DELIVERIES OR PERFORMANCE**

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SECTION F
DELIVERIES OR PERFORMANCE

F1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(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 after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its rights to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow for reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F2 PLACE OF PERFORMANCE

The place of performance shall be designated on each individual task order issued.

F3 TERM OF CONTRACT

A. The base contract term shall be for a period of 12 months commencing on the date of contract award. The Government has the option to extend the term of the contract in accordance with FAR 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)" in Section I.

B. The base contract term will be for a period of twelve (12) months commencing on the date of contract award with seven (7) one-year options which the Government may exercise annually.

F4 EXTENSION OF SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract in accordance with FAR 52.217-8, "OPTION TO EXTEND SERVICES (AUG 1989)" in Section I.

F5 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destinations specified in the Contract Deliverable List (CDL) at Section J, as required by the basic contract and/or individual Task Orders (TOs) issued hereunder.

F6 WORK SCHEDULE

A. The Contractor shall arrange work to minimize interferences with the normal occurrence of Government business. All work schedules will be subject to negotiations during the task order award process.

B. Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the COTR and affected tenants at least 15 working days in advance.

F7 FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

At a mutually agreeable time following contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop a mutual understanding relative to scheduling and administering work.

2. Contractor Proposal and Cost Estimate. The Contractor shall, within the time specified, provide the Contracting Officer with:

(a) A proposal and detailed cost estimate (in accordance with the HTRW WBS format to the fourth level and UXO effort to the fifth level), proposing direct and indirect costs associated with the work specified. A breakdown of costs will be in sufficient detail to allow for an analysis of costs to be performed by the Government. Any amounts claimed for subcontractors shall be supported by a similar breakdown.

(b) The place of performance of work.

(c) Proposed schedule for completion of the task order.

(d) List of applicable CDLs.

(e) The dollar amount and type of proposed subcontract(s), including information required by and in accordance with FAR 52.244-2, Subcontracts (Cost Reimbursement and Letter Contracts) (Alternate I), as referenced Section I 1.

(f) List of Government Furnished Property to be used under the task order.

(g) Estimated travel costs.

(h) List of Key Contractor Personnel (position, name, and telephone number) working on the task order.

(i) The maximum award fee calculated in accordance with the rates listed in paragraph G16.

(j) The total estimated cost plus award fee.

B. Upon receipt of the Contractor's proposal and detailed cost estimate, the Contracting Officer (or designated representative) and Technical Representatives, as needed, shall compare it with their own independently prepared cost estimate, enter into any fact-finding or negotiation with the Contractor needed to correct and/or revise the proposal and detailed cost estimate, make any needed changes to the Task Order Statement of Work (SOW), and effect the necessary internal review processes.

C. Upon completion of this process, the Contracting Officer shall prepare and issue a task order on a DD Form 1155, as referenced in Section C, Part 14.1. Only upon receipt of such an executed order, signed by the Contracting Officer, shall the Contractor commence work.

D. Task Order Requirements. Each task order shall include as a minimum:

1. The date of the order.
2. Contract and task order number.
3. Statement of Work, including references to applicable specifications.
4. Place of Performance.
5. The place and manner of inspection and acceptance.
6. The period of performance and delivery date.
7. Pre-award information, or other information necessary to the performance of the task order.
8. Accounting and appropriation data.
9. The negotiated estimated cost of performance and maximum award fee.
10. The application of Limitation of Cost or Limitation of Funds.
11. Any Government-furnished property to be utilized in the performance of the order.
12. Applicable Davis-Bacon Act and/or Service Contract Act wage determination.
13. Subcontracting applications.
14. Award Fee provisions and applications.
15. List of deliverables in accordance with the CDL list.
16. Name, position, and telephone number of Government/Contractor Key Personnel identified with specific task order responsibility.
17. Invoicing instructions.
18. Any other information deemed necessary to the performance of the task order.

E. The Contractor shall notify the Contracting Officer if any apparent difficulties with regard to performance according to the terms of the order are anticipated or any time difficulties in performance arise. If, at any time during performance of an order, it appears that additional funds will be required to complete performance of the task order, the Contractor shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an explanation of why the originally negotiated estimated cost was not adequate. In response, the Government may require the Contractor to (1) continue performance up to the originally estimated cost level and to suspend work thereafter; (2) negotiate a new set of work priorities to be completed within the remaining funds; (3) modify the order, increasing the estimated cost to the level appropriate for completion of the work without additional fee; or (4) use any other method available under this contract to meet its requirements. Fee may be increased only if there is an increase to the original scope of the order described in the SOW and evidenced by the cost estimate negotiated.

G5 NOTIFICATION REQUIRED UNDER LIMITATION OF COST AND LIMITATION OF FUNDS CLAUSES

A. LIMITATION OF COST, FAR 52.232-20, and LIMITATION OF FUNDS, FAR 52.232-22, incorporated by reference in Section I 1, are applicable to each task order individually. Limitation of Cost will apply if the task order is fully funded at the time of issuance. Limitation of Funds will apply if the task order is incrementally funded. "Task Order" is substituted for "Schedule" wherever that word appears in the clauses. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe:

1. For LIMITATION OF COST:

(a) The costs the Contractor expects to incur under the task order in the next 60 days when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the task order;

(b) The total cost for the performance of the task order, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

2. For LIMITATION OF FUNDS:

(a) The costs the Contractor expects to incur under the task order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the task order;

(b) 60 days before the end of the period specified in the task order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the task order.

NOTE: Notification requirement aspects of LIMITATION OF COST and LIMITATION OF FUNDS are restated here for emphasis. Other aspects of these clauses, incorporated by reference in Section I 1 herein, which are not restated above remain in full force and effect as if provided in full text.

G6 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)

ACO Delegation functions shall be designated as necessary in each task order.

G7 FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (JUN 1994)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative is indicated hereinafter:

X 1. The project Engineer-in-Charge (EIC) (Contracting Officer's Technical Representative; see paragraph G8 below) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The EIC is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task orders.

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.

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

G11 SUBMISSION OF INVOICES

A. "Invoice" as used in this paragraph includes Contractor requests for interim payments using public vouchers (Standard Forms 1034 and 1035) as well as requests for payment upon completion of service.

B. All invoice information, submitted in hard copy, shall also be submitted in electronic format. The required format shall be determined after award.

C. The Contractor shall submit the original invoice and any requested supporting documentation to the contract auditor at the following address:

To be completed at time of award

D. Following verification, the contract auditor will forward the original invoice to the Contracting Officer who will determine the amount due, and indicate approval of provisional payment, subject to audit, in accordance with the applicable payment and fee clauses of this contract.

E. Copies of the invoice and any necessary supporting documentation shall be forwarded to the Contracting Officer at the address specified in paragraph G2, "Contract Administration Data," above. The supporting documentation required for all task orders, and for use in random sampling, will be determined by the Contracting Officer.

F. Invoices, which have been accumulated and summarized for all task orders, shall be submitted no more than once a month. There shall be a lapse of no more than 90 calendar days between performance and submission of an invoice for interim payment. Although the Contracting Officer will accept the invoicing of charges older than 90 days, verification becomes more difficult and may cause the charges to be disallowed. Invoiced costs shall be submitted in accordance with the WBS format.

G12 REQUIREMENTS FOR INVOICE APPROVAL

A. Each invoice shall contain the following information, as applicable:

1. Contract Line Item Number (CLIN)
2. Subline Item Number (SLIN)
3. Accounting Classification Reference Number (ACRN)
4. Payment Terms
5. Date supplies provided or services performed
6. Costs incurred and allowable under the contract

B. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

C. Incurred costs invoiced shall be in accordance with FAR Part 31, FAR 52.216-7, ALLOWABLE COST AND PAYMENT, and the Joint Travel Regulations (JTR). The following information is required:

1. Contract number, invoice number, date of invoice submission, and period of services billed;

2. Summary level information for the entire invoice, including a total of all current and cumulative costs to date (labor, ODC's, team subcontractor costs, other subcontractor costs, travel and relocation costs, indirect costs, and award fee), broken down by task order;

3. Task Order Number and project title. Note: All invoiced costs shall be substantiated by evidence of actual payment prior to billing;

4. Current and cumulative labor costs for each task order, listing the name of employees, number of regular and premium direct labor hours, and labor category, segregated by appropriate WBS in accordance with the HTRW Code of Accounts. Labor charges must be able to be substantiated by individual daily job time cards or a record of time worked showing individuals used, hours worked and amounts charged;

5. Current and cumulative costs for other direct charges (ODCs) for each task order, segregated by appropriate WBS code; evidence of payment shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. Sufficient information must be included to indicate the nature and requirement for the purchase.

6. Current and cumulative subcontractor costs for each task order, including an information copy of each subcontractor's invoice, with documentation as determined necessary. For current subcontract costs, sufficient information must be included to indicate the nature and reason for the subcontract effort. For cost reimbursement subcontracts, list the amount of fee separate from the cost of performance.

7. Current and cumulative travel and per diem costs for each task order, if any. All travel/relocation information shall be in accordance with requirements established in the JTR. Current travel costs are to be supported with receipts and the following data for each trip:

- (a) Dates of travel, time of day travel began and ended
- (b) Mode of transportation and cost
- (c) Point of origin
- (d) Destination and person contacted
- (e) Name of traveler
- (f) Purpose of travel and travel authorization forms
- (g) Per diem rates
- (h) Evidence of BOQ non-availability

8. Separately identified indirect costs for each task order (identifying rate used and base); and

9. Current and cumulative award fee available and paid for each task order.

D. The Contractor will be required to resolve all questions concerning questioned or disallowed costs with the Contracting Officer. Upon resolution of the disputed costs, and as directed by the Contracting Officer, the Contractor may submit a separate invoice reflecting resolution of the disputed costs, or may include such costs as an adjustment to the next invoice.

E. The final invoice under each task order, identified as final, will be treated exactly as prescribed above and will list all invoices previously tendered under the contract. Final payment will be predicated upon the execution of an acceptance document which provides the COTR's certification. The Contractor shall prepare a final release of claims to be signed by an authorized individual of the company. The last invoice for work performed under this contract will be so designated in order that a final close-out audit may occur.

G13 FAR 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (MAR 1996)

(a) This clause does not apply to small business concerns.

(b) 'Commercial product,' as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

'Subcontract,' as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled 'Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns' in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, (e.g., PASS guides) and other data that identify small, small disadvantaged and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all 'make-or-buy' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled 'Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns,' or (2) an approved plan required by this clause, shall be a material breach of the contract.

G14 MEMORANDUM OF AGREEMENT FOR DIRECT LABOR RATES AND
MAXIMUM AWARD FEE

A. The Memorandum of Agreement as shown below will be completed at time of award and will incorporate the rates, as proposed on the form in Section J, Attachment JL.7. The form provides 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.

1. Estimating Hourly Labor Wage Rates. The estimating hourly labor wage rates shown below are for the base year of the contract. The hourly labor wage rates take into account the ratios for uncompensated overtime identified under Section J, Attachment JL.9. The Government will allow for annual escalation of the hourly labor wage rates in an amount not to exceed the 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.

2. Maximum Hourly Labor Wage Rates. The maximum hourly rates are established at no more than 15% above the proposed estimating hourly labor wage rates. The Contractor may use any employees (other than key personnel) whose salaries do not exceed the ceiling rate for the particular function. (Key personnel substitutions will be in accordance with Section C, paragraph 1.3.5 of this solicitation.) If the Contractor wants to use an employee whose labor rate exceeds the ceiling, prior to performance of work by that employee, the Contractor must justify the cost-effectiveness of utilizing the employee and obtain approval from the Contracting Officer. Actual labor rates experienced during performance of the contract will be charged not to exceed the established maximum hourly rates.

[illegible]

<u>LABOR CATEGORY</u>	<u>ESTIMATING HOURLY RATE</u>	<u>MAXIMUM HOURLY RATE</u>
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_____	_____	_____
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B. The Memorandum of Agreement as shown below will be completed at time of award and will incorporate the ceiling for direct labor rates for employees subject to the Davis Bacon Act and Service Contract Act, as proposed on the form in Section J, Attachment JL.7.

1. Davis Bacon Act and Service Contract Act Direct Labor Rate Ceilings.

The percentages shown below over the minimum rates set forth in the applicable wage determinations provide a ceiling for employees subject to the Davis Bacon and Service Contract Acts. This ceiling also applies to any classifications that will be conformed. This percentage rate will apply throughout the life of the contract.

The maximum direct hourly labor rate ceiling for Service Contract Act labor categories are established at the applicable wage determination rates plus ____%.

The maximum direct hourly labor rate ceiling for Davis-Bacon Act labor categories are established at the applicable wage determination rates plus ____%.

C. The Memorandum of Agreement as shown below will be completed at time of award and will incorporate the maximum award fee percentages as proposed on the form in Section J, Attachment JL.7.

1. Maximum Award Fee. The following Maximum Award Fee percentages will be used to calculate the Maximum Award Fee Pool on each task order. The Maximum Award Fee percentages are applicable throughout the life of the contract.

*Prime Contractor Award Fee	_____ %
*Cost Reimbursable Team Subcontracts	_____ %
Fixed Price Subcontracts	_____ %

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

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

G15 SERVICE CONTRACT ACT AND DAVIS BACON ACT LABOR RATE CEILINGS

A. The applicable Service Contract Act and/or Davis Bacon Act Wage Determinations will be issued with the Requests for Proposal and will be incorporated into individual task orders under this contract. The Government will pay only the Service Contract Act or Davis Bacon Act wage rates, applicable fringes, plus the percentages established in paragraph G14.

B. Any labor categories used during contract performance which are covered under the Service Contract Act or Davis Bacon Act, and which are not listed in the applicable wage determination shall be subject to conformance procedures by the Contractor.

G16 AWARD FEE CALCULATION AND PAYMENT

A. Each task order will contain a maximum award fee using the percentages established in paragraph G14, and will be calculated by adding the following products:

1. Multiply the total cost (less travel, Contractor-acquired property including rentals, Facilities Capital Cost of Money and subcontracts) by %.**
2. Multiply the value of any cost reimbursable subcontracts (less travel, Contractor-acquired property including rentals, Facilities Capital Cost of Money and maximum award fee) by %.
3. Multiply the total value of any fixed price subcontracts by %.

*To be added in at contract award.

**Of the percentage of maximum award fee, an award fee amount of 1% or 2% will be deducted to form a separate Overall Management pool.

B. The award fee will not be adjusted for cost overruns or when an order has been completed at less than the total estimated cost. Adjustments to the award fee may be made for modifications which cause an increase or decrease to the "scope" of the task order as shown by a change to the SOW.

C. At the end of each award fee period, the available award fee (or award fee pool) will be calculated by the Government based on a percentage of physical completion for each task order during the award fee period.

D. The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan, Section J, Attachment JC.8.

E. For any task order which is not 100% complete within an evaluation period, no less than 25% of the available award fee will be retained until the completion of the task order. Upon completion, all the remaining award fee for the task order is eligible to be earned by the Contractor.

F. The percentage of completion and award fee rating are Government determinations not subject to FAR 52.233-1, Disputes, incorporated in Section I, Paragraph I 1.

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 is a statutory change in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., the ceilings established herein will be adjusted accordingly. 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 commencement date for operation of the base camp will be included in the task order for mobilization. The Contractor shall provide a balanced work force as needed to accomplish the work required for phase-in/mobilization.

G19 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY

A. The Contractor will establish and maintain a program for the use, maintenance, repair, protection and preservation of Government Property in accordance with sound business practice and FAR 52.245-5, Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts), as noted in Section I 1.

B. The Government may furnish to the Contractor or direct the Contractor to purchase, for use in connection with this contract, various property to be identified on the individual task orders. Each task order, as applicable, will identify the property and quantity of Government-Furnished Property. Upon loss or destruction of, or damage to, Government Property provided under this contract, the Contractor shall notify the Contracting Officer and furnish the information required by FAR Clause 52.245-5.

C. After award of the contract, the Government will provide for the transfer of Government Property, as Government-Furnished Property, to this contract in accordance with FAR 45.311. At the time of transfer, the Government's official property records will be provided to the successor contractor.

D. The Government Furnished Property Inventory - Equipment and Materials attached in Section J, Attachment JC.10, is to be used for proposal purposes only. After award of the contract and transfer of the Government's official property records, the Government Furnished Property Inventory will be negotiated and revised to reflect the actual property which will be allocated under this contract.

E. An annual report of all property for which the Contractor is accountable under this contract shall be provided in duplicate to the Government Property Administrator, and prepared in accordance with DFARS 252.245-7001 incorporated in Section I, paragraph I 1.

G20 TRAVEL COSTS

A. Performance under this contract may require travel by Contractor personnel. If travel is required, the Contractor is responsible for making all needed arrangements for personnel. This may include medical examinations and security clearances. Miscellaneous charges such as these, incurred due to required travel under the contract, will not be billed by the Contractor as a direct charge. The Contractor will exercise prudence in travel by exercising the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of a mission are not considered acceptable as exercising prudence. The Contractor will be responsible for excess costs and any additional expenses incurred for personal preference or convenience. The Government will reimburse the Contractor for allowable, allocable, and reasonable travel costs incurred by the Contractor in performance of the contract/task order, in accordance with FAR Subpart 31.2 and the rules and definitions set forth in the Joint Travel Regulations (JTR) for temporary duty, and local travel.

B. Reimbursement of relocation costs will be in accordance with the JTR, Part B, "First Duty Station Travel", Section C4050, paragraph A, and Section C4051, paragraph E. Reimbursement will be limited to costs incurred by key personnel during the base year of the contract only. To be eligible for reimbursement, the Contractor must provide a copy of a signed agreement with their key personnel stating the employee's intent to remain in the position for a minimum of one year. Prorated costs of relocation will be reimbursed to the Government if the employee does not complete the employment period. Upon pre-approval by the Contracting Officer, reimbursement of relocation costs may include a not-to-exceed amount for travel for the purpose of arranging housing prior to relocation; such travel shall be limited to costs incurred by one person for not more than seven days.

C. The reimbursement of any costs related to relocation, transportation, and per diem will be consistent with the Contractor's travel policy, but not to exceed the amounts authorized in the JTR, as follows:

1. Air. The Contractor shall be reimbursed for the actual cost of air transportation provided that such costs are the lowest customary standard, coach or equivalent, airfare offered during normal business hours unless higher fares are justified in accordance with FAR 31.205-46(d). Travel arrangements shall be made as far in advance as possible so as to obtain the most favorable airfare rates.

2. Privately Owned Conveyance. Reimbursement for the use of privately owned conveyances by the Contractor's personnel will be at the rate in effect at time of travel under the JTR and will include all necessary tolls when such travel is necessary for performance under this contract.

3. Auto Rental. Reimbursement for the use of rental cars (most economical class available consistent with the need) by the Contractor's personnel will be at actual cost.

4. Other Public Transportation. The use of other public transportation by the Contractor's personnel will be reimbursed at actual cost.

5. Personnel in Travel Status. Official travel status is defined as travel authorized by the contract/task order necessary for performance of this contract and shall be reimbursed under this contract. However, such reimbursement shall not exceed eight labor hours per individual while in travel status during one calendar day. Travel outside regular duty hours shall not be reimbursed except when it involves the performance of work while traveling and is carried out under arduous conditions or results from an event that could not be scheduled or controlled administratively by either the Contractor or Government.

6. Per Diem. Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where an overnight stay is necessary and authorized by the task order for performance under this contract (but see paragraph 7(a)(2) below). Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the JTR.

7. Travel Policies.

(a) Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed. Advance agreements on travel accommodations may be established after award of the contract in accordance with FAR 31.109. The Contractor shall make every effort to house transient personnel in economical quarters or in Government quarters. To justify staying in commercial hotels, the Contractor shall confirm that no Government quarters are available, obtain certificates of nonavailability (CNAs) and submit the CNA to the Government.

(1) Temporary Duty (Overnight Stay Required). If an employee is required to travel to a temporary duty station in the performance of this contract requiring interisland travel or other off-island travel, the cost of transportation and per diem will be reimbursed. Official travel begins at the time an employee leaves his/her home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel (Interisland). When the period of official travel is 24 hours or less, but greater than two hours more than the employee's normal workday, transportation and per diem costs will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR.

(3) Local Travel (Intra-Island). Costs of commercial transportation and mileage for Privately Owned Vehicles (POVs) used in the performance of this contract for local travel will be reimbursed if it is advantageous to the Government. Per diem and travel time outside regular duty hours will not be reimbursed for local travel.

(b) The Contractor shall submit evidence such as receipts with invoices, substantiating actual costs incurred as set forth in Section G, paragraph G12. In no event will reimbursement exceed the published rates of common carriers unless justified and approved in advance by the Contracting Officer.

G21 NONREIMBURSABLE COSTS

A. The following items which are required in the performance of the contract will not be reimbursed by the Government as a direct cost:

1. Those training costs to initially attain and/or retain the training requirements listed in Section C, paragraph 1.4.1.
2. Personal Protective Equipment listed in Section C, paragraph 3.5.
3. Approximately sixteen hours of UXO Specialist Update Training referenced in Section C, paragraph 1.4.3.

G22 REIMBURSABLE COSTS

The Government will reimburse the costs for the unique training requirements referenced in Section C, paragraph 1.4.2. The Government will also reimburse the cost of 24 hours of UXO Specialist Update Training referenced in Section C, paragraph 1.4.3.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H1 FAC 5252.216-9312 MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216-22, Indefinite Quantity clause, the contract minimum quantity is one percent (1%) of the estimated total quantity. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of FAR 52.249-6, Termination (Cost Reimbursement) shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for formal modification to the contract.

H2 FAC 5252.222-9305 WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)

Regardless of any individual employee's normally assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid for that employee (e.g., a Chemist who is performing the duties of a Technician, Level 1, shall be charged at the fixed rate for a Technician, Level 1, during the period of time he or she is performing those duties).

H3 PROPOSAL PREPARATION COSTS

The costs for preparation of cost proposals and technical proposals and for various administrative costs applicable to all task orders will be charged in a manner consistent with the Contractor's approved cost accounting system.

H4 HOLIDAYS

A. All or a portion of the effort will be performed under a Government contract. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on these days without prior approval of the Contracting Officer.

NAME OF HOLIDAYTIME OF OBSERVANCE

New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

B. In the event any of the above holidays occur on a Saturday or a Sunday, such holiday shall be observed by the Contractor in accordance with the practice as observed by the Government employees at the using activity.

C. If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the Government, such time may be charged to the contract as a direct cost provided that such charges are consistent with the Contractor's accounting practices.

H5 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer's Technical Representative, the authorized representative of the Contracting Officer, whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. In accordance with FAR Clause 52.243-7, "Notification of Changes," the Contractor shall promptly notify the Contracting Officer when they consider any direction received to be a change to the originally negotiated scope of the task order. When the Contractor receives a technical direction which is believed to be a change, the Contractor shall contact the Contracting Officer as required in FAR Clause 52.243-7, "Notification of Changes".

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 escalation of rates shall be in an amount not-to-exceed the Consumer Price Index (CPI) published by the Department of Labor, using rates for the local region if available.

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 estimated on travel costs, Contractor-acquired property including rentals, and Facilities Capital Cost of Money.

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 there are any statutory changes in the indirect cost elements, 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.

H8 REQUIRED INSURANCE

A. Within thirty (30) days after award of this contract, the Contractor 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 specified below in accordance with FAR 28.307-2. This insurance must be maintained during the entire performance period.

COVERAGE

Comprehensive 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; \$200,000 multiplied by the number of seats or passengers, whichever is greater for passenger liability bodily injury.

Vessel liability: vessel collision liability and protection and indemnity liability insurance as determined by the agency.

Others as required by state law.

B. Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.

C. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or Contractor gives written notice to the Contracting Officer.

D. The Contractor will provide the Contracting Officer with a copy of Certificate(s) of Insurance which verifies renewal of insurance coverage prior to expiration of the previous policy period.

H9 STRIKE CONTINGENCY PLAN

Within fifteen (15) working days after award, the Contractor shall prepare and submit to the Contracting Officer or his designated representative for approval, a detailed contingency plan for performing the contract requirements in the event of a work disruption or stoppage by Contractor employees.

H10 PUBLIC RELEASE OF INFORMATION

A. The Contractor shall not publicly disclose information concerning any aspect of this contract without the prior written approval of the Contracting Officer, unless required by law.

B. The Contractor shall not refer to this contract and all resulting task orders in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Government, or considered by the Government to be superior to other products or services. News releases, advertisements, and company brochures containing information pertaining to this contract shall not be released without the prior written approval of the Contracting Officer.

C. Should the Contracting Officer approve proposed presentations of the work being performed to outside organizations, and the technologies being utilized under this contract, the Contractor shall video tape the entire presentation and any question and answer sessions for the Government's subsequent review.

D. The Contractor shall insert the substance of this paragraph into each subcontract and purchase order related to this project. Nondisclosure Agreement Forms will be provided by the Government after contract award for execution by all Contractors, subcontractors, and suppliers prior to commencement of work. These forms shall be maintained by the Contractor and upon request, shall be provided to the Government.

H11 CONTRACTOR'S ACCOUNTING SYSTEM

The Contractor shall employ and disclose, in writing, their cost accounting system and practices for this contract which shall identify and record site specific costs on a site specific basis and by task order. Site specific cost documentation for each task order must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers. The foregoing is in addition to and/or complementary to Cost Accounting Standards (CAS) requirements. See FAR Clauses 52.230-2, "Cost Accounting Standards," and 52.230-5, "Administration of Cost Accounting Standards" incorporated in Section I.

H12 CONTRACTOR'S PURCHASING SYSTEM

A. The Contractor's purchasing system is subject to the requirements of FAR Part 44 and other Government regulations with respect to ensuring maximum competition, ensuring adequate methods of determining responsibility are utilized, ensuring compliance with labor surplus and small business considerations, ensuring effective management of subcontracts, and the cost for services obtained are fair and reasonable.

B. As a general purchasing practice, the use of any broker, retailer, or other intermediary (which usually causes a price increase in the item being purchased) should be avoided.

C. The Contractor shall submit its purchasing system policies and procedures to the Contracting Officer for approval, within 180 calendar days of contract award.

H13 CONSENT TO SUBCONTRACT

A. If the Contractor does not have an approved purchasing system, the Contractor is required to obtain written consent from the Contracting Officer to enter into a subcontract in accordance with FAR Subpart 44.201-2. If the Contractor has an approved Purchasing System, consent is no longer required; however, advance notification is still required by 10 U.S.C. 2306(e) or 41 U.S.C.(b). The Subcontracts Clause (Cost-Reimbursement and Letter Contracts), FAR 52.244-2 incorporated in Section I is specific about the information required from the Contractor.

B. Contracting Officer approval is granted to subcontract with the firm(s) listed below:

(To be filled in at time of award)

H14 INDEMNIFICATION

The Contractor will not be indemnified for third party liability. If the Government determines that it will indemnify the Contractor for third 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.

H15 EXPERT TESTIMONY SERVICES

A. During or subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Such effort shall be considered within the scope of this contract if expert testimony is required during the performance period of the contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to the actions the Contractor took at a site.

B. In the event such services are required after the performance period of this contract, the Contractor agrees to make available expert testimony services in support of such future proceedings. The Contractor further agrees to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this contract to provide future expert consulting services. These future expert consulting services would be provided by a separate negotiated procurement action instituted with the Contractor.

H16 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer. The equipment is subject to the provisions of FAR 52.245-5, "Government Property," incorporated by reference in Section I.

H17 JOINT VENTURE REQUIREMENTS

The following requirements apply to Joint Ventures:

A. Each corporate joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture. Such evidence shall be in the form of a copy of a resolution of the Board of Directors, certified by the Secretary of the corporation.

B. Each joint venture partner which is an unincorporated entity shall submit evidence satisfactory to the Contracting Officer that all persons or entities which must approve decisions affecting the joint venture partner have approved the participation of the joint venture partner in the joint venture.

C. Each joint venture shall appoint in writing an attorney in fact who will have full authority to bind the joint venture with respect to any act connected with the participation by the joint venture in this contract. Documents of appointment shall be satisfactory to the Contracting Officer, and shall be accompanied by a supporting resolution of the Board of Directors in the case of a corporate joint venture partner, and by an instrument of similarly binding character in the case of an unincorporated entity.

D. Documents submitted by or on behalf of the joint venture shall be executed by each joint venture partner and be accompanied by a document satisfactory to the Contracting Officer, which would ordinarily be, in the case of a corporate joint venture partner, a certified copy of a resolution of the Board of Directors, and in the case of an unincorporated joint venture partner, an instrument of similarly binding character duly executed by that entity. If one individual signs for more than one partner, the individual must sign separately for each partner which he or she represents, and must state under each signature the capacity in which he or she is signing. (See FAR Part 4.102)

E. Each joint venture shall provide a copy of the joint venture agreement to the Contracting Officer and shall provide an updated copy whenever any change is made to the agreement.

H18 SECTIONS INCORPORATED BY REFERENCE

Sections K, L and M of this solicitation, as completed by the Contractor, are hereby incorporated by reference. All representations made by the Contractor in its offer are binding until completion of this contract. Sections K, L and M are included in this award but are not physically reproduced, in accordance with FAR 15.406-1(b), as a means of reducing paperwork. Copies of Sections K, L and/or M will be provided upon request.

H19 RESERVED

PART II - CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

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SECTION I CONTRACT CLAUSES

I 1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

<u>FAR REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JAN 1990
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-2	Audit and Records - Negotiation	AUG 1996
52.215-16	Contract Award (Alternate II)	OCT 1995
52.215-22	Price Reduction for Defective Cost or Pricing Data	OCT 1995
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1995
52.215-24	Subcontractor Cost or Pricing Data	OCT 1995
52.215-25	Subcontractor Cost or Pricing Data - Modifications	OCT 1995
52.215-27	Termination of Defined Benefit Pension Plans	MAR 1996
52.215-30	Facilities Capital Cost of Money	SEP 1987
52.215-33	Order of Precedence	JAN 1986
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	MAR 1996
52.215-40	Notification of Ownership Changes	FEB 1995
52.216-7	Allowable Cost and Payment	AUG 1996
52.219-8	Utilization of Small, Small Disadvantaged, and Women Owned Small Business Concerns	OCT 1995
52.219-16	Liquidated Damages - Small Business Subcontracting Plan	OCT 1995
52.222-1	Notice to the Government of Labor Disputes	APR 1984
52.222-2	Payment for Overtime Premiums (0 Hours)	JUL 1990

<u>FAR REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-6	Davis-Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-26	Equal Opportunity	APR 1984
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontractors	APR 1984
52.222-29	Notification of VISA Denial	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits	MAY 1989
52.223-2	Clean Air and Water	APR 1984
52.223-3	Hazardous Material Identification and Material Safety Data	NOV 1991
52.223-6	Drug-Free Workplace	JUL 1990
52.223-10	Waste Reduction Program	MAY 1995
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-3	Buy American Act - Supplies	JAN 1994
52.225-11	Restrictions on Certain Foreign Purchases	OCT 1996
52.225-15	Buy American Act - Construction Materials under Trade Agreement Act and North American Free Trade Agreement	JAN 1996
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises	SEP 1996
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-13	Patent Rights - Acquisition by the Government	JUN 1989

<u>FAR REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.227-14	Rights in Data - General	JUN 1987
52.230-2	Cost Accounting Standards	APR 1996
52.230-6	Administration of Cost Accounting Standards	APR 1996
52.232-17	Interest	JUN 1996
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	MAR 1994
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award (Alternate I)	OCT 1995
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes - Cost Reimbursement (Alternate II)	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Change	APR 1984
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (Alternate I)	AUG 1996
52.244-5	Competition in Subcontracting	JAN 1995
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1995
52.245-5	Government Property (Cost-Reimbursement, Time-and- Material or Labor-Hour Contracts)	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation of Liability - Services	APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	APR 1984
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	AUG 1996
52.248-1	Value Engineering (Alternate III)	APR 1984
52.247-1	Commercial Bill of Lading Notations	APR 1984
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations in Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

<u>DFARS REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.203-7000	Statutory Prohibition on Compensation to Former Department of Defense Employees	NOV 1995
252.203-7001	Special Prohibition on Employment	NOV 1995
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.205-7000	Provision of Information to Cooperative Agreement of Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject to On-Site Inspection Under the Immediate-Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Reporting of Commercial Transactions with the Government of a Terrorist Country	SEP 1994
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 1991
252.222-7000	Restrictions on Employment of Personnel	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives	NOV 1991
252.223-7003	Change in Place of Performance - Ammunition and Explosives	DEC 1991
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7005	Identification of Expenditures in the United States	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities	NOV 1995
252.225-7026	Reporting of Contract Performance Outside the United States	NOV 1995
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.227-7000	Non-Estopel	OCT 1966
252.227-7013	Rights in Technical Data - Noncommercial items	NOV 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to Become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data - Withholding of Payment	OCT 1988
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	NOV 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud	AUG 1992
252.233-7000	Certification of Claims and Requests for Adjustment or Relief	MAY 1994
252.242-7004	Material Management and Accounting System	DEC 1991
252.243-7000	Engineering Change Proposals (Alternate I)	MAY 1994

<u>DFARS REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.245-7001	Reports of Government Property	MAY 1994
252.251-7000	Ordering from Government Supply Sources	MAY 1995

<u>NAVFAC P-68 REF. NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
5252.211-9300	Commercial Warranty	JUN 1994
5252.232-9300	Contractor Accounting System - Segregation of Costs	JUN 1994
5252.236-9303	Accident Prevention	JUN 1994
5252.236-9310	Record Drawings	JUN 1994

I 2 FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

I 3 FAR 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (SEPT 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, _____ (Name of certifier), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the

Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity -Modification (Continuation Sheet), enter NONE if none exists)

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection (f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I 4 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through expiration of the term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

I 5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$30,000,000.00;

(2) Any order for a combination of items in excess of \$30,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

16 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract expiration.

17 FAR 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the schedule.

18 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days; *provided*, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises the option, the extended contract shall be

considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

I 9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage- Fringe Benefits</u>
Accounting Clerk I	\$ 6.69
Accounting Clerk II	\$ 7.30
Accounting Clerk III	\$ 8.20
Accounting Clerk IV	\$ 9.17
Aircraft Mechanic (Airframe and Powerplant Mechanic)	\$18.83
Aircraft Worker	\$16.97
Airplane Pilot	\$16.82
Archaeological Technician	\$11.36
Baker	\$16.97
Brush/Precommercial Thinner	\$ 8.20
Carpenter, Maintenance	\$13.90
Cashier	\$ 6.69
Civil Engineering Technician	\$11.36
Computer Data Librarian	\$ 8.20
Computer Systems Analyst III	\$20.16
Cook I	\$15.14
Cook II	\$16.97
Dishwasher	\$11.33
Dispatcher, Motor Vehicle	\$ 9.17
Diver Tender	\$18.83
Electrician, Maintenance	\$18.83
Emergency Medical Technician	\$ 9.17
Engineering Technician I	\$ 7.30
Engineering Technician II	\$ 8.20
Engineering Technician III	\$ 9.17

<u>Employee Class</u>	<u>Monetary Wage- Fringe Benefits</u>
Engineering Technician IV	\$11.36
Engineering Technician V	\$13.90
Engineering Technician VI	\$16.82
Environmental Technician	\$11.36
Food Service Worker	\$11.33
Forklift Operator	\$14.24
Fuel Distribution System Operator	\$15.14
General Clerk I	\$ 5.95
General Clerk II	\$ 6.69
General Clerk III	\$ 7.30
General Clerk IV	\$ 8.20
General Maintenance Worker	\$16.97
Heating, Refrigeration and Air Conditioning Mechanic	\$16.97
Heavy Equipment Mechanic	\$16.97
Heavy Equipment Operator	\$16.97
Housekeeping Aide I	\$10.30
Housekeeping Aide II	\$11.33
Janitor	\$11.33
Laborer	\$11.33
Laborer, Grounds Maintenance	\$12.36
Loader, Operator	\$16.97
Machinery Maintenance Mechanic	\$18.83
Machinist, Maintenance	\$18.83
Material Coordinator	\$16.05
Material Expediter	\$16.05
Material Handling Laborer	\$11.33
Motor Vehicle Mechanic	\$18.83
Motor Vehicle Mechanic Helper	\$14.24
Painter, Maintenance	\$17.88
Payroll Clerk	\$ 8.20
Pest Controller	\$16.05
Photographer I	\$ 8.20
Photographer II	\$ 9.17
Photographer III	\$11.36
Photographer IV	\$13.90
Photographer V	\$16.82
Plumber, Maintenance	\$17.88
Production Control Clerk	\$10.22
Recycling Worker	\$14.24
Rigger	\$18.83
Scheduler, Maintenance	\$ 8.20
Secretary I	\$ 8.20
Secretary II	\$ 9.17

<u>Employee Class</u>	<u>Monetary Wage- Fringe Benefits</u>
Secretary III	\$10.22
Secretary IV	\$11.36
Secretary V	\$12.58
Survey Party Chief	\$15.14
Survey Worker	\$ 9.17
Surveying Aide	\$ 6.69
Surveying Technician	\$ 9.17
Technical Writer	\$16.82
Tire Repairer	\$15.14
Tractor Operator	\$14.24
Truckdriver, Heavy Truck	\$16.97
Truckdriver, Light Truck	\$15.14
Truckdriver, Medium Truck	\$16.05
Truckdriver, Tractor-Trailer	\$16.97
Typist I	\$ 6.69
Welder, Combination, Maintenance	\$18.83
Well Driller	\$18.83
Word Processor I	\$ 7.30
Word Processor II	\$ 8.20
Word Processor III	\$ 9.17

I 10 FAR 52.245-9 USE AND CHARGES (DEVIATION) (APR 1984)

(a) Definitions.

As used in this clause—

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c) (1) (iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c) (1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour--

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at a time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the sixty-first day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

I 11 DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term 'small disadvantaged business', when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of FAR Clause 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who Are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot-Mentor Protégé Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded -

(1) Protégé firms which are qualified organizations employing the severely handicapped; and

(2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

I 12 DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
(DEC 1991)

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Hawaii, individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

I 13 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991)

(a) Definitions.

As used in this clause—

(1) 'Components' means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) 'Department of Defense' (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) 'Foreign flag vessel' means any vessel that is not a U.S.-flag vessel.

(4) 'Ocean transportation' means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

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This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, clause of this contract.

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(b) Except for company or division-wide commercial items subcontracting plans, the term 'small disadvantaged business', when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of FAR Clause 52.219-9 clause when:

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(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Hawaii, individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

I 13 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991)

(a) Definitions.

As used in this clause—

(1) 'Components' means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) 'Department of Defense' (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) 'Foreign flag vessel' means any vessel that is not a U.S.-flag vessel.

(4) 'Ocean transportation' means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) 'Subcontractor' means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) 'Supplies' means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) 'Supplies' includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) 'U.S.-flag vessel' means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	DESCRIPTION	ITEM LINE ITEMS	CONTRACT QUANTITY
Total ...			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

I 14 DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES
BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

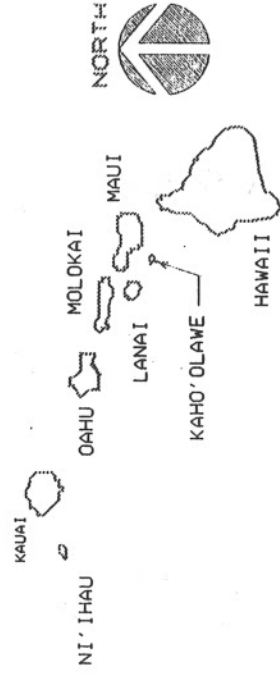
(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND
OTHER ATTACHMENTS**

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

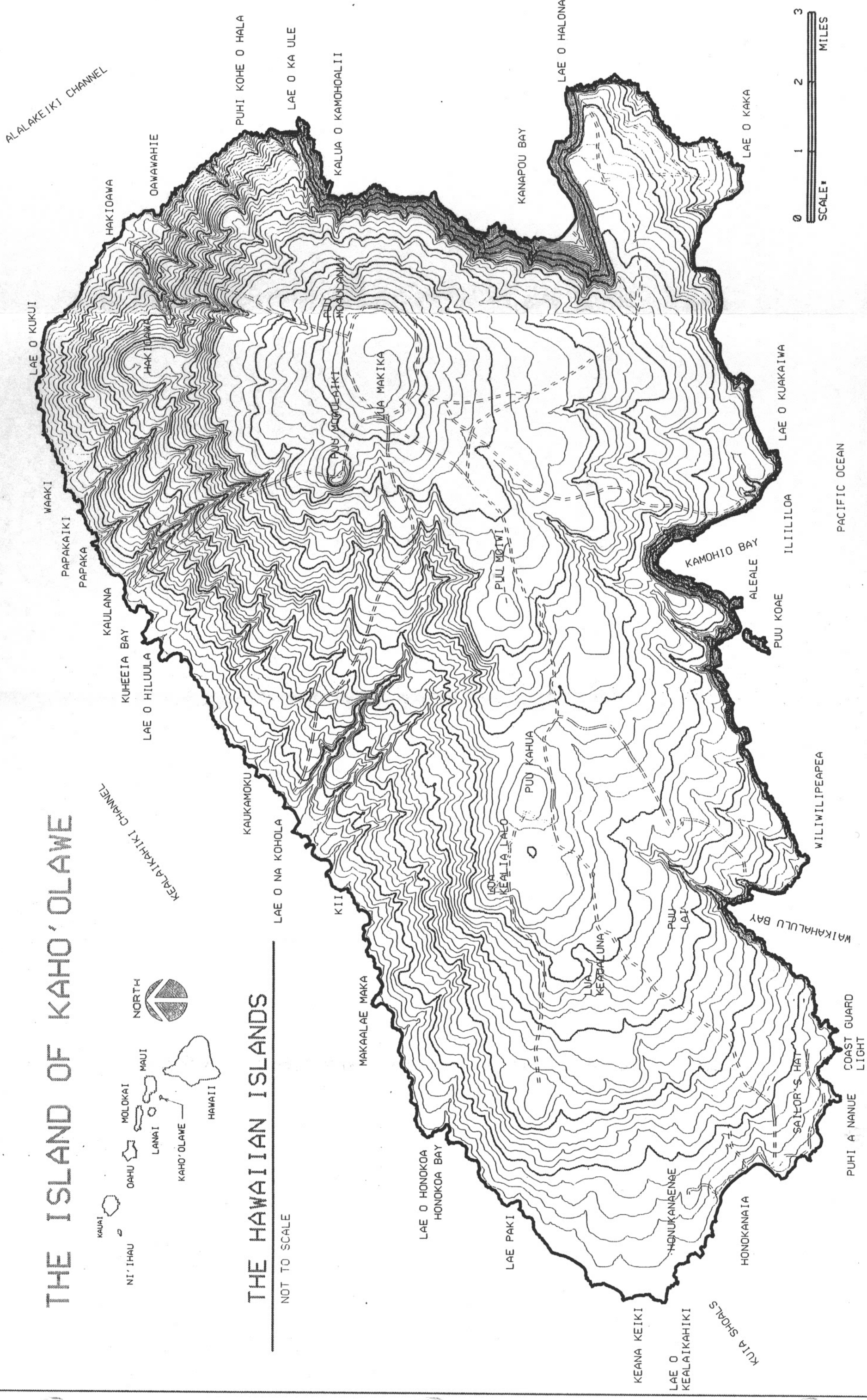
<u>Attachment No.</u>	<u>Title</u>
JC.1	Map of Kaho'olawe
JC.2	Regulatory Framework
JC.3	Ordnance Type Found on Kaho'olawe Island
JC.4	List of Contractor Key Personnel (to be completed at time of award)
JC.5	HTRW Remedial Action Work Breakdown Structure (RA WBS), Level 5, current version (WBS unique to this contract)
JC.6	Contract Deliverables Data Item Legend Contract Deliverable List (CDL) Remark A CDL Distribution Address
JC.7	USC&GS Geodetic Control points on Kaho'olawe Island, 5 April 1995
JC.8	Award Fee Plan
JC.9	Subcontracting Plan
JC.10	Government Furnished Property Inventory- Equipment and Materials
JC.11	Reserved

THE ISLAND OF KAHŌʻOLAWĒ



THE HAWAIIAN ISLANDS

NOT TO SCALE



SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

<u>Attachment No.</u>	<u>Title</u>
JL.1	Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required)
JL.2	Sample Project Description
JL.3	Summary, Company Experience
JL.4	Company Experience Form
JL.5	Summary, Key Personnel Experience
JL.6	Key Personnel Experience Form (Resume)
JL.7	Memorandum of Agreement - Direct Labor Rates and Maximum Award Fee
JL.8	Memorandum of Agreement - Indirect Rates and Ceilings
JL.9	Memorandum of Agreement - Identification of Ratios for Base Year
JL.10	Cost Breakout Forms - Sample Project/Program Management Office (PMO)
JL.11	Service Contract Act Wage Determination No. 94-2154 Revision No. 6 dtd 6/6/96
JL.12	Davis Bacon Act General Decision No. HI960001 Modification No. 7 dtd 11/29/96

* Under the column entitled, "Attachment No.":

- The 1st letter represents Section J - List of Attachments and Exhibits.
- The 2nd letter represents the Section of the RFP in which the attachment is referenced.
- The number after the decimal point represents the order of precedence in which it appears in the Section of the RFP.

REGULATORY FRAMEWORK
PURSUANT TO THE MAY 6, 1994, MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES DEPARTMENT OF THE NAVY
AND THE STATE OF HAWAI'I
CONCERNING THE ISLAND OF KAHOLAWE, HAWAI'I

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REGULATORY FRAMEWORK
PURSUANT TO THE MAY 6, 1994, MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES DEPARTMENT OF THE NAVY
AND THE STATE OF HAWAI'I
CONCERNING THE ISLAND OF KAHOLAWE, HAWAI'I

I. INTRODUCTION AND PARTIES

- A. The parties to this agreement are the United States Department of the Navy and the State of Hawai'i.
1. "The Navy," as referred to herein, means the United States Department of the Navy.
 2. "The State," as referred to herein, means the State of Hawai'i.
 3. "The KIRC," as referred to herein, means the Kaho'olawe Island Reserve Commission, on behalf of the State.
- B. Title X of the Fiscal Year 1994 Department of Defense Appropriations Act, Public Law 103-139, 107 Stat. 1418 (referred to herein as "Title X") was enacted into law on November 11, 1993. Section 10002(a)(2) directed the Secretary of the Navy to consult with and enter into a Memorandum of Understanding with the State of Hawai'i.
- C. Section IX of the Memorandum of Understanding Between the United States Department of the Navy and the State of Hawai'i Concerning the Island of Kaho'olawe, Hawai'i, as recorded with the State of Hawai'i Bureau of Conveyances as Doc. No. 94-075038 on May 6, 1994, (referred to herein as "the MOU") states:

Title X contemplates that a cleanup of Kaho'olawe will be completed within 10 years, to an extent sufficient to provide for public safety and protect human health and the environment based upon the State's planned uses of the island and available specific Congressional appropriations. The Navy and the State agree that, by implementing the cleanup plan pursuant to Title X, the Navy and the State intend to satisfy any Federal, State or local substantive requirement to which the United States or the State of Hawai'i would otherwise, in these circumstances, be subject. The parties intend that the actions taken by the Navy pursuant to this MOU and Title X shall satisfy removal, remediation, or corrective action obligations that the Navy may have under Federal and State environmental laws.

To these ends, the Navy and the State agree mutually to develop an efficient and reasonable Federal, State and local regulatory framework.

The regulatory framework shall identify the respective roles of the Navy and the KIRC, and shall include or waive such Federal, State or local substantive requirements as the Navy and the KIRC agree are applicable or relevant and appropriate to the cleanup and its implementation, as contemplated by Title X and this MOU. Such Federal, State, and local requirements shall be limited to those which are of general application, were adopted by formal means, are risk based, and have as their purpose the protection of human health and the environment, including the protection of historical, cultural and religious sites and artifacts. The KIRC shall identify State and local substantive requirements for consideration as applicable or relevant and appropriate requirements, and the KIRC shall be the Navy's single point of contact in this regard.

- D. The parties agree that this document, including its appendices, is the Regulatory Framework described in the MOU (herein referred to as "the RFW"). The terms defined and used in the RFW are considered to be consistent throughout the entirety of the RFW.
- E. In the MOU, the parties agreed jointly to develop 6 post-MOU agreements: a regulatory framework, a site protection agreement, a public participation agreement, a security agreement, an emergency communication agreement, and an agreement for regular interval clearance and removal of newly discovered, previously undetected ordnance.
 - 1. The regulatory framework, the site protection agreement, and the public participation agreement comprise this RFW.
 - 2. The security agreement, the emergency communication agreement, and the agreement for regular interval clearance and removal of newly discovered, previously undetected ordnance will be negotiated at a later date.

II. CLEANUP PROCESS

- A. The Title X clearance or removal of unexploded ordnance (herein referred to as "UXO") from and environmental restoration of Kaho'olawe, to assure the meaningful, safe use of the Island for appropriate cultural, historical, archaeological, and educational purposes as determined by

the State of Hawai'i, as described in the MOU, shall be referred to herein as "the Cleanup." This term also includes related activities such as, but not limited to, transportation, construction of supporting infrastructure, and provision of on-island support services.

- B. Regulatory Process: In accordance with the MOU, the Navy shall proceed with the Cleanup, in consultation with the KIRC, in a manner consistent with the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 (referred to herein as "CERCLA") and any subsequent amendments thereto, and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Section 300 et seq. (referred to herein as "the NCP") and any subsequent amendments thereto.

The Navy, utilizing its lead agency authority for the Cleanup, pursuant to Section 2(d) of Executive Order 12580 (59 FR 2923) of January 23, 1987, and CERCLA, 42 U.S.C. § 9615, shall execute the Cleanup, in consultation with the KIRC.

1. With respect to the Cleanup, the parties will follow the response action process outlined in the NCP which applies to response actions with a planning period of at least six months, known as CERCLA non-time critical removal actions.
2. The parties will utilize, where appropriate, Environmental Protection Agency documents, such as the "Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA," (EPA/540-R-93-057, Publication 9360.0-32, PB93-963402, August 1993); and the final version of the Department of Defense rule for appropriate response actions for closed, transferred, or transferring ranges, known as the DOD Range Rule, and its implementing guidances.

- C. The Cleanup of Kaho'olawe differs from other environmental cleanups as a result of the following unique characteristics that will affect the Cleanup's scope and design as well as the technical and legal approach taken:

1. The Cleanup is undertaken pursuant to Title X of the Fiscal Year 1994 Department of Defense Appropriations Act, Public Law 103-139, 107 Stat. 1418;

2. Title X contemplates that the Cleanup will be completed within a ten-year period commencing on November 11, 1993;
 3. The Cleanup is funded by specific Congressional appropriations;
 4. The allocation of liability has been defined by specific legislation;
 5. In accordance with Title X, the title to Kaho'olawe Island was conveyed to the State of Hawai'i prior to the Cleanup;
 6. In accordance with Title X, the parties have entered into the MOU;
 7. In accordance with Title X, a percentage of the specific Congressional appropriations is provided to the State to plan for long term use of the Island, implement the provisions of the MOU, and implement environmental restoration activities.
 8. The Cleanup will be based upon specified land uses and will be implemented in consultation with the KIRC, on behalf of the State of Hawai'i;
 9. The Navy, in consultation with the KIRC, shall develop a Cleanup Plan that meets the requirements of Section VI of the MOU.
 10. The Island is designated as the Kaho'olawe Archaeological District on the National Register of Historic Places and its cultural significance has been recognized; and,
 11. The Island was used by the United States of America and its allies as a weapons range and military training area for fifty years.
- D. Cleanup Consultation: The parties recognize that the State is the primary stakeholder and land owner, responsible for the long term restoration and management of Kaho'olawe for appropriate cultural, historical, archaeological, and educational purposes. In addition, the State has a statutory, regulatory, and enforcement interest in the protection of public health and the environment.

Therefore, the parties acknowledge that the State has a vested interest in the Cleanup of Kaho'olawe. As such, the Navy shall diligently consult with the KIRC in all

aspects of planning and executing the Cleanup. Furthermore, the Navy shall endeavor to execute the Cleanup in a manner that is supportive of the State's long term interests and responsibilities.

III. RESPECTIVE ROLES OF THE PARTIES

A. The Navy:

1. The Navy shall serve as the lead agency for the Cleanup.
2. In accordance with Section VI of the MOU, the Navy, in consultation with the KIRC, shall develop a Cleanup Plan which will include and describe, among other items, the timing, planning, methodology, use of technologies, implementation of ordnance clearance or removal and environmental restoration. The Cleanup Plan will be a comprehensive document written in a manner that will facilitate KIRC and public understanding of the entire Cleanup process.
3. The Navy shall be wholly responsible for implementation of the Cleanup Plan.
4. To the extent practicable, the Navy shall coordinate implementation of its Cleanup Plan with the KIRC's Restoration Plan.

B. The KIRC:

1. The KIRC shall be the Navy's single point of contact with the State and will be consulted by the Navy for the review of, and input into, all aspects of planning and executing the Cleanup.
2. The KIRC, in consultation with the Navy, shall submit a detailed Use Plan to the Navy for the entire island of Kaho'olawe, which specifically identifies the uses to which each site or area on the Island will be put. As part of this Use Plan, the KIRC shall select sites or areas and identify the priority of those sites or areas that are to be cleaned to the Tier Two standard.
3. The KIRC, in consultation with the Navy, shall develop a Restoration Plan and coordinate it with the Navy's development of the Cleanup Plan.
4. The KIRC, in consultation with the Navy, may designate certain areas as off-limits, or for limited access only, for the protection of

historical, cultural and religious sites and artifacts.

IV. SUBSTANTIVE REQUIREMENTS

- A. The parties have compiled a list of potential Federal, State, and local requirements which are intended to be met unless waived pursuant to the NCP or otherwise provided for in the RFW. These general requirements are set forth in Appendix A.
- B. The parties recognize that development of the specific requirements which will apply to each activity of the Cleanup will be an ongoing, iterative process, and that it is not possible or appropriate to determine all of the specific applicable or relevant and appropriate requirements at this time. The parties also recognize that, as more information is developed about the Cleanup, it may be appropriate or otherwise necessary to add or waive some of the requirements identified in this document. Accordingly, to the extent practicable considering the exigencies of the situation, the parties have agreed to follow the applicable requirements and also to follow a set of criteria and procedures which are consistent with CERCLA and the NCP to determine whether a waiver should be invoked, except as otherwise provided in the RFW.
- C. The Site Protection Agreement, incorporated as Appendix B of the RFW, is a mandatory requirement unless mutually waived by the Navy and the KIRC.
- D. The parties recognize that, while Kaho'olawe is severely eroded, certain activities of the Cleanup may further contribute to soil erosion. Therefore, erosion and runoff control standards for the Cleanup will be cooperatively developed by the Navy and the KIRC and will be derived from Federal, State, and local requirements identified in Appendix A and will be consistent to the maximum extent practicable with the KIRC Restoration Plan. These standards will be mandatory requirements unless mutually waived by the Navy and the KIRC.
- E. The parties shall cooperatively plan any Navy infrastructure improvements for the Cleanup.

V. DISPUTE RESOLUTION

A. Invocation of Dispute Resolution

1. The parties agree to work cooperatively to avoid disputes in the implementation of the MOU and in all phases of the Cleanup.
2. However, pursuant to Section XIII of the MOU, for any disputes, the parties agree to follow the dispute resolution procedures set forth herein. If these procedures are invoked, the parties agree that they will be used in lieu of any dispute resolution that might otherwise be available under Section XIII of the MOU.
3. Either party may invoke these dispute procedures for the following activities:
 - a. Within 10 working days after: (1) receipt by either party of a draft document; (2) receipt by either party of comments from either party on a document; or
 - b. Recognition of any circumstance that endangers or threatens to endanger human health, safety or the environment, including historical, cultural or religious sites or artifacts.

B. Points of Contact

1. The disputing party shall engage the other party's designated counterpart in dispute resolution prior to elevating the dispute to the Dispute Resolution Committee. Written notice of any delegation of authority from a party's designated representative shall be provided to the other party.
2. For disputes arising:
 - a. On the Island, during the execution of the Cleanup, there shall be a designated KIRC On-Island Representative (KOR) and a designated Navy Technical Representative (NTR) available for the resolution of disputes. Activities at a particular site or area shall be suspended for such a period of time as is required to resolve the dispute. Work may proceed in other areas unaffected by the dispute.
 - b. From other activities resulting in the invocation of the dispute resolution

procedures herein, technical staff for the KIRC and the Navy will be the first level for the resolution of disputes.

3. If the parties' technical staffs or the KOR and the NTR disagree, then the KIRC technical staff or the KOR shall elevate the concern to the Kaho'olawe Remediation Coordinator (KRC) and the Navy technical staff or the NTR shall elevate the concern to the Navy's designated Project Manager (PM) at the Pacific Division, Naval Facilities Engineering Command (PACNAVFACENGCOM). The KRC and the PM shall have 24 hours to resolve the dispute.
4. If the KRC and the PM disagree, the KRC shall elevate the concern to the KIRC's Executive Director (ED), and the PM shall elevate the concern to the Navy's designated Kaho'olawe Project Officer (KPO). The ED and the KPO shall have 36 hours to resolve the dispute.
5. If the ED and the KPO fail to resolve the dispute, then the issue shall be submitted to the Dispute Resolution Committee (DRC) for resolution.
 - a. The State's designated representatives are the Chair, KIRC and the Chair, Board of Land and Natural Resources, and the Navy's designated representatives are the Vice Commander, PACNAVFACENGCOM and the Commander, Naval Base, Pearl Harbor.
 - b. The disputing party shall submit to the DRC a written statement of dispute setting forth the nature of the dispute, the disputing party's position with respect to the dispute, and the technical, legal or factual information the disputing party is relying upon to support its position.
 - c. The DRC shall have 10 working days to resolve the dispute and issue a written decision. The DRC may utilize the State of Hawai'i's Center for Alternative Dispute Resolution or a third party neutral mediator or facilitator who is mutually acceptable to both parties to assist in resolution of the dispute. The parties shall each pay half of any costs for such assistance.

C. Judicial Review

1. Nothing in these sections, except as stated above, limits either party's rights under Section XVII of the MOU to seek judicial review. However, the parties agree to exhaust their rights under the sections above before exercising any rights to judicial review.

VI. MOU IMPLEMENTATION

The RFW fulfills the requirements of Section IX of the MOU.

VII. MOU PROVISIONS


Nothing in the RFW is intended to modify any provision of the MOU. Reference is specifically made to Section V. Conveyance, Section XVI. No Private Cause of Action, and Section XVII. Enforceability.

VIII. MODIFICATION OF THE RFW

Any provision of the RFW may be modified, expanded, or deleted upon mutual written agreement between the parties, as provided in Section XIV.B. of the MOU.

IX. SIGNATURES IN AGREEMENT

UNITED STATES DEPARTMENT OF THE NAVY
FOR THE SECRETARY OF THE NAVY, JOHN H. DALTON



GORDON S. HOLDER
Rear Admiral, U.S. Navy
Commander, Naval Base, Pearl Harbor


13 Nov 1996
Date

STATE OF HAWAI'I



BENJAMIN J. CAYETANO
Governor

18 Nov. 1996
Date



NOA EMMETT ALULI, M.D.
Chair, Kaho'olawe Island Reserve Commission

14 Nov. 1996
Date

APPENDIX A
APPLICABLE REQUIREMENTS

APPLICABLE REQUIREMENTS

I. INTRODUCTION

This listing of Applicable Requirements is incorporated as Appendix A of the Regulatory Framework.

II. FEDERAL REQUIREMENTS

A. Historical, Cultural and Religious Sites and Artifacts.

1. National Historic Preservation Act, 16 U.S.C. § 470 et seq.

- 36 CFR Part 800.

B. Environmental Response and Waste Management.

1. Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

- 40 CFR Part 300.

2. Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

- 40 CFR Parts 260-270.

C. Natural Resources.

1. Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.

- 50 CFR Parts 81, 225, 402, 450-453.

2. Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq.

3. Marine Mammal Protection Act, 16 U.S.C. § 1361 et seq.

4. Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq., § 103 (c).

- 40 CFR Parts 225, 227, 228.

5. Migratory Bird Treaty Act, 16 U.S.C. § 703 et seq.

D. Coastal Zone Management and Harbors.

1. Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq.
 - 15 CFR Part 930; §§ 930.30 and 930.34.
2. Rivers and Harbors Act, 33 U.S.C. § 403 et seq.
 - 33 CFR Parts 320-329.
 - 40 CFR Parts 122, 123, 125, 131, 230, 231, 233, 400-469.

E. Occupational Health and Safety.

1. Occupational Health Safety Act of 1970, 29 U.S.C. § 651 et seq.
 - 29 CFR §§ 1910, 1910.120, 1915, 1918, 1926.

F. Air Quality.

1. Clean Air Act, 42 U.S.C. § 7401 et seq.
 - 40 CFR Part 61.
 - 40 CFR § 52.21(j).
 - 40 CFR § 52.21(b)(1)(i)(a).
 - 40 CFR § 60.52.

G. Water Quality.

1. Clean Water Act, 33 U.S.C. § 1251 et seq.
§§ 301-304, 306, 307, 402, 403, 404(b)(1).
 - 40 CFR Parts 6, 112, 122, 123, 125, 131, 220-225, 227, 228, 230, 231, 233, 400-469.
 - 33 CFR Parts 153, 154, 320-330.
2. Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.
 - 40 CFR 141 - 147.

H. Transportation.

1. Hazardous Materials Transportation Act, 49 U.S.C. § 1803, 1804, 1808.

- 49 CFR Parts 107, 171, 172.

III. STATE AND LOCAL REQUIREMENTS

A. Historical, Cultural, and Religious Sites and Artifacts.

1. Hawai'i Revised Statutes (HRS), Chapter 6E, Historic Preservation.

- HAR, Chapter 13-6-146.

2. Maui County Code (MCC), Chapter 19.48-19.54, County of Maui Historic District.

B. Conservation and Resources.

1. HRS, Chapter 174C, State Water Code.

2. HRS, Chapter 179, Flood Control and Flood Water Conservation.

3. HRS, Chapter 179D, Dams and Reservoirs.

4. HRS, Chapter 180C, Soil Erosion and Sediment Control.

5. HRS, Chapter 183, Forest Reserves, Water Development and Zoning.

6. HRS, Chapter 183D, Wildlife.

7. HRS, Chapter 185, Land Fire Protection Law.

8. HRS, Chapter 187A, Aquatic Resources.

9. HRS, Chapter 188, Fishing Rights and Regulations.

10. HRS, Chapter 190, Marine Life Conservation Program.

11. HRS, Chapter 195D, Conservation of Aquatic Life, Wildlife, and Land Plants.

- HAR Chapters 13-121 or 122, 13-124, 13-125.

12. HRS, Chapter 197, General Provisions Relating to Aquatic Resources and Wildlife.

13. HRS, Chapter 199, Conservation and Resources Enforcement Program.
14. HRS, Chapter 200, Ocean Recreation and Coastal Areas Programs.
15. MCC, Chapter 20.08, Soil Erosion and Sedimentation Control.
16. Revised Ordinance of Honolulu (ROH), Soil Erosion Standards and Guidelines, November 1975.
17. ROH, Supplement I: Soil Erosion Standards and Guidelines, December 1992.

C. Land Use and Coastal Zone Management.

1. HRS, Chapter 6K, Kaho'olawe Island Reserve.
- HAR, Chapter 13-260.
2. HRS, Chapter 205, Land Use Commission.
3. HRS, Chapter 205A, Coastal Zone Management.
- HAR, Chapter 13-222.
4. Maui County Ordinance No. 1052, Maui County General Plan.
5. Maui County Ordinance No. 1233, Kaho'olawe Community Plan.

D. Environmental Response and Waste Management.

1. HRS, Chapter 128D, Hawai'i Environmental Response Law.
- HAR, Chapter 11-451.
2. HRS, Chapter 128E, Hawai'i Emergency Planning and Community Right-To-Know Act.
3. HRS, Chapter 342J, Hazardous Waste Management Act.
- HAR, Chapter 11-260-266, 268, 269, 270, 271, 280.

4. HRS, Chapter 342H, Integrated Solid Waste Management.
 - HAR, Chapter 11-58.1.
- E. Air Quality.
 1. HRS, Chapter 342B, Air Pollution Control.
 - HAR Chapters 11-59, 11-60.1.
- F. Water Quality.
 1. HRS, Chapter 342D, Water Pollution Control.
 - HAR Chapters 11-54, 11-55, 11-62.
 2. HRS, Chapter 340E, Drinking Water Quality.
 - HAR Chapters 11-19, 11-20, 11-21, 11-95.
- G. Occupational Health and Safety.
 1. HRS, Chapter 396, Occupational Safety and Health Standards.
 - HAR Parts 2, 3, and 8.
- H. Transportation.
 1. HAR Chapter 19-11, Airport Site Approval, Airport Licensing, and Airport License Renewal.

APPENDIX B

SITE PROTECTION AGREEMENT
FOR ACTIONS UNDERTAKEN
PURSUANT TO THE MAY 6, 1994, MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES DEPARTMENT OF THE NAVY
AND THE STATE OF HAWAI'I
CONCERNING THE ISLAND OF KAHOLAWE, HAWAI'I

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SITE PROTECTION AGREEMENT
FOR ACTIONS UNDERTAKEN
PURSUANT TO THE MAY 6, 1994, MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES DEPARTMENT OF THE NAVY
AND THE STATE OF HAWAII
CONCERNING THE ISLAND OF KAHOLAWE, HAWAII

I. INTRODUCTION AND PARTIES

- A. This Site Protection Agreement (referred to herein as "the SPA") is Appendix B to the Regulatory Framework (referred to herein as "the RFW"), and is incorporated in the RFW.
- B. The parties to the SPA are the United States Department of the Navy, the Kaho'olawe Island Reserve Commission on behalf of the State of Hawaii, and the State Historic Preservation Officer.
 - 1. "The Navy," as referred to herein, means the United States Department of the Navy.
 - 2. "The KIRC," as referred to herein, means the Kaho'olawe Island Reserve Commission, on behalf of the State of Hawaii.
 - 3. "The SHPO," as referred to herein, means the Hawaii State Historic Preservation Officer.

II. APPLICABLE LAWS AND BACKGROUND

- A. Section 10001(a) of Title X states that it is in the national interest and an obligation undertaken by Congress and the United States to recognize the cultural and humanitarian value of assuring meaningful, safe use of the island of Kaho'olawe for appropriate cultural, historical, archaeological and educational purposes as determined by the State of Hawaii, and to provide for the clearance or removal of unexploded ordnance and for the environmental restoration of the Island for such purposes. Section 10001(a) also states that the island of Kaho'olawe is among Hawaii's historic lands and has a long, documented history of cultural and natural significance to the people of Hawaii.
- B. Section 10001(b) of Title X directed that the United States of America, through the Secretary of the Navy, shall convey and return the island of Kaho'olawe to the State of Hawaii. Section 10002(a)(2) directed the Secretary of the Navy to consult with and enter into a Memorandum of Understanding (hereinafter referred to as

"MOU") with the State of Hawai'i, governing the terms and conditions of six issues relating to the cleanup of the island of Kaho'olawe, including the means for protecting historical, cultural, and religious sites and artifacts from intentional destruction, harm and vandalism. The Navy and the KIRC entered into the MOU on May 6, 1994. The conveyance of the Island to the State of Hawai'i was recorded with the Bureau of Conveyances on May 9, 1994.

- C. Pursuant to Chapter 6K, Hawai'i Revised Statutes (HRS), the KIRC is comprised of 7 members appointed by the Governor of the State of Hawai'i: 1 member of the Protect Kaho'olawe 'Ohana (PKO); 2 members from a list provided by the PKO; 1 trustee or representative from the Office of Hawaiian Affairs; 1 Maui County official; the Chair of the State Board of Land and Natural Resources; and 1 member from a list provided by native Hawaiian organizations.
- D. Chapter 6K, HRS created the Kaho'olawe Island Reserve, which includes the island of Kaho'olawe and the submerged lands and waters extending seaward two miles from the shoreline, and the KIRC to oversee the departments and agencies of the State with respect to control and management of the Reserve.
- E. Chapter 6K, HRS, provides that the Kaho'olawe Island Reserve shall be used solely and exclusively and reserved in perpetuity for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual, and subsistence purposes; for the preservation and protection of the Reserve's archaeological, historical, and environmental resources, rehabilitation, revegetation, habitat restoration and preservation; and for education. Commercial uses are strictly prohibited in the Reserve.
- F. Sections VI.D and E of the MOU state in pertinent part:

"... the Navy's cleanup plan shall include and describe [the] protection of historical, cultural, and religious sites and artifacts from the detonation of unexploded ordnance, clearance or removal of ordnance, and cleanup of hazardous waste.... The cleanup plan shall further provide for:... reporting of any incidents harmful to human health, historical, cultural or religious sites, or the environment; [and] temporary cessation of clearance activities during certain scheduled cultural ceremonies, upon reasonable advance notice by the KIRC to the Navy...."

G. Section VI.G of the MOU provides that the Navy shall be wholly responsible for implementation of the Cleanup Plan.

H. Section VII of the MOU states:

Protocol: The KIRC and the Navy shall enter into a protocol establishing the procedures for protecting historical, cultural, and religious sites and artifacts from destruction, harm or vandalism; sanctions; monitoring by the KIRC of environmental restoration activities at or in the vicinity of such sites; and the role of the KIRC in determining the protection and treatment of all such sites. This protocol shall be applicable to all persons permitted access to Kaho'olawe and shall be referenced in all Navy contracts which provide access to Kaho'olawe.

I. Section IX of the MOU states:

Title X contemplates that a cleanup of Kaho'olawe will be completed within 10 years, to an extent sufficient to provide for public safety and protect human health and the environment based upon the State's planned uses of the Island and available specific Congressional appropriations. The Navy and the State agree that, by implementing the cleanup plan pursuant to Title X, the Navy and the State intend to satisfy any Federal, State or local substantive requirement to which the United States or the State of Hawai'i would otherwise, in these circumstances, be subject. The parties intend that the actions taken by the Navy pursuant to this MOU and Title X shall satisfy removal, remediation, or corrective action obligations that the Navy may have under Federal and State environmental laws. To these ends, the Navy and the State agree mutually to develop an efficient and reasonable Federal, State and local regulatory framework.

The regulatory framework shall identify the respective roles of the Navy and the KIRC and shall include or waive such Federal, State or local substantive requirements as the Navy and the KIRC agree are applicable or relevant and appropriate to the cleanup and its implementation, as contemplated by Title X and this MOU. Such Federal, State, and local requirements shall be limited to those which are of general application, were adopted by formal means, are risk based, and have as their purpose the protection of human health and the environment,

including the protection of historical, cultural and religious sites and artifacts. The KIRC shall identify State and local substantive requirements for consideration as applicable or relevant and appropriate requirements, and the KIRC shall be the Navy's single point of contact in this regard.

- J. Pursuant to Title X and the MOU, the parties agree that the SPA will be a mandatory requirement unless mutually waived by the Navy and the KIRC.
- K. The parties intend that this agreement meets the substantive requirements of the National Historic Preservation Act (NHPA) and Chapter 6E, HRS.
- L. The term "HCR site," as referenced herein, is the equivalent of an:
 - 1. "historical, cultural and religious site or artifact" as referenced in Title X and the MOU; and
 - 2. "historic property" which includes "properties of traditional religious and cultural importance" and other terms of law describing those properties included on, or which may be eligible for inclusion on, the National Register of Historic Places.
- M. The parties agree that the SPA relates to the protection of those HCR sites potentially affected by the Cleanup.

III. KAHO'OLAWA HISTORICAL, CULTURAL AND RELIGIOUS SITES

- A. On March 18, 1981, the entire island of Kaho'olawe was placed on the National Register of Historic Places and designated as the Kaho'olawe Archaeological District. The Kaho'olawe Archaeological District contains over 2,000 recorded archaeological features as well as unrecorded features associated with traditional and historic Hawaiian land use, ranching, and military activities.
- B. The parties respect the views of those who believe that land has a spiritual aspect, that the spirits of ancestors reside in the land, and that these ancestral spirits are to be respected and heeded. The parties respect the belief that appropriate ceremonies and rituals are prerequisites to entering and working in certain areas.
- C. The parties concur that historical records demonstrate that only burials of native Hawaiian ancestry are known to exist on Kaho'olawe, and that all such burials

occurred more than 50 years ago. Therefore, any human remains encountered will be presumed to be Hawaiian.

- D. There are no recorded HCR sites in the coastal waters of Kaho'olawe; however, there is a potential for encountering HCR sites such as Hawaiian structures, fishing shrines and shipwrecks from various eras in the shallow, near-shore waters of Kaho'olawe.

IV. SITE PROTECTION PRINCIPLES

- A. Consistent with Sections VI.B and C of the MOU, HCR sites shall be included in the Cleanup in order to allow for the reasonably safe use of such sites for cultural, historical, archaeological and educational purposes as determined by the KIRC.
- B. During the execution of the Cleanup, the Navy shall, in consultation with the KIRC, conduct ordnance clearance or removal and environmental restoration of HCR sites, recognizing that such actions may pose adverse effects and require some form of mitigation.
- C. The purpose of any archaeological or historic preservation work is to support the efficient execution of the Cleanup by facilitating the avoidance or mitigation of any adverse effects on HCR sites.
- D. If avoidance of adverse effects cannot be accomplished at an HCR site during the Cleanup, then mitigation is required.
 - 1. Mitigation of adverse effects is specific to each type of Cleanup activity and should be commensurate with the type of HCR site and the expected nature of the impact.
 - 2. Mitigation of adverse effects shall emphasize site protection through planning, education (e.g. providing site protection briefings to personnel on the Island), and monitoring HCR sites and project activities to prevent inadvertent damage or vandalism.
 - 3. In the case of deflated HCR sites located on the hardpan, mitigation through temporary removal and replacement of potentially affected archaeological materials should be considered. Archaeological materials removed under these conditions should be replaced in their approximate pre-Cleanup location to maintain the educational value of their pre-Cleanup location and distribution.

4. Mitigation tasks should be designed to minimize the amount of archaeological material collected and analyzed to acquire the necessary data. Field recording of in-situ HCR sites, for example, should be thoroughly considered before more intrusive forms of data recovery, such as surface collection or excavation, are recommended.
- E. The intent of data collection at HCR sites is to provide information required for site protection during the Cleanup and to retrieve valuable archaeological information which might otherwise be lost because of adverse effects. Data collected will be used to update the statewide inventory of historic sites and will establish a baseline of information for long term management. All data collection will be conducted according to an explicit research design.

V. SITE PROTECTION PROCEDURES

- A. The Navy will provide for the protection of HCR sites, including properties of traditional religious and cultural importance, from destruction, harm or vandalism in accordance with the SPA.
- B. The Navy will consult with the KIRC, in order to identify properties of traditional religious and cultural importance, and assess any action related to the Cleanup that may affect any such property. The KIRC, in providing recommendations to the Navy, will coordinate with other native Hawaiian organizations that may attach traditional religious and cultural significance to these properties.
- C. In the case of potential adverse effects to HCR sites, the KIRC will be consulted on site treatment including any proposed data recovery and curation. If the consultation does not result in concurrence regarding the proposed site treatment, the issue may be resolved pursuant to the dispute resolution provisions contained in Section IX of the SPA.
- D. The Navy will provide historic property protection briefings to all personnel who will be working on the Island.
- E. 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.

- F. The KIRC will provide for ceremonies on Kaho'olawe, prior to the start of the Cleanup. The parties agree that additional ceremonies could be performed during the Cleanup. The KIRC shall conduct these ceremonies. Participation is voluntary; the KIRC encourages participation of all personnel on the Island.
- G. 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.
- H. A Research Design, consistent with the SPA, will be prepared by the Navy in which all categories of HCR sites and the appropriate treatment for them are described. Upon completion of the Research Design, the parties will endeavor to expedite the following review and concurrence process:
 - 1. The KIRC, in consultation with the SHPO, will be provided 30 days to review and concur with the Research Design.
 - 2. In the event that the KIRC does not concur with the document, the parties will agree to an amended schedule for consultation, review and concurrence or may enter into dispute resolution procedures as provided in this document.
- I. An Historic Preservation Implementation Plan, will be prepared by the Navy in which the process of integrating the Research Design and procedures to accomplish historic preservation work are described. The Historic Preservation Implementation Plan shall be completed, and subject to the review and concurrence process described below, before any Cleanup activities which could affect either surface or subsurface HCR sites are initiated on Kaho'olawe. Upon completion of the Historic Preservation Implementation Plan, the parties will endeavor to expedite the following review and concurrence process:
 - 1. The KIRC, in consultation with the SHPO, will be provided 30 days to review and concur with the Historic Preservation Implementation Plan.

2. In the event that the KIRC does not concur with the document, the parties will agree to an amended schedule for consultation, review and concurrence or may enter into dispute resolution procedures as provided in this document.
- J. The KIRC has prepared a report entitled Site Protection Procedures for the Protection of Archaeological, Historical, Cultural, and Religious Sites During the Cleanup and Restoration of Kaho'olawe. It provides an in-depth review of site protection issues related to Kaho'olawe and proposes a detailed model for procedures to protect HCR sites from damage during the Cleanup. This report should be considered when developing the Research Design and Historic Preservation Implementation Plan, although the SPA prevails in cases of conflicting guidance. The KIRC has also adopted the 'Aha Pawalu which describes ceremonies and protocol relating to Kaho'olawe and its HCR sites. The 'Aha Pawalu will be used by the KIRC as guidance for the conduct of ceremonies and protocol during the Cleanup.
- K. In order to ensure that historic preservation concerns are addressed throughout the Cleanup, the Navy will prepare and submit, on a quarterly basis during the first year, written field reports for review and concurrence by the parties. At the time of the first annual review, the quarterly reporting schedule may be revised upon mutual agreement of the parties.
- L. Human remains exposed or recognized under any conditions during the Cleanup, including archaeological or historic preservation work, will be protected from imminent harm and left in place. Protective measures may include covering human burials with appropriate material to shield them from further deterioration. The Navy shall report, as soon as possible, the discovery of any remains to the KIRC, who shall then inform the SHPO and the Maui County Police Department. The KIRC, in consultation with the SHPO, will be responsible for the disposition of any human remains. The Navy may provide assistance to the KIRC, if requested, to accomplish the disinterment and reinterment.
- M. During the Cleanup, the Navy will provide temporary curation of archaeological materials, as needed.
- N. The SHPO will provide technical assistance and support to the KIRC on an as-needed basis.

- O. The KIRC may request the assistance of the Navy and the SHPO in the development of a long term site management plan.
- P. As provided in Section VIII.C.(5)(h) of the MOU, the KIRC, in consultation with the Navy, has the authority to designate certain areas as off-limits, or for limited access only, for the protection of HCR sites. As part of this consultation, the parties will enter into an agreement regarding the designation, establishment, and maintenance of any such areas.
- Q. In the event submerged lands are selected for inclusion into the Cleanup, the parties shall develop procedures for the identification and protection of any submerged HCR sites.

VI. SANCTIONS

- A. Any person who, not acting in accordance with the SPA, takes, appropriates, excavates, injures, destroys or alters any HCR site may be subject to prosecution and fines and penalties under State or Federal law.
- B. The KIRC and the Navy will include a provision in any contract that involves work on Kaho'olawe to the effect that any person who, while performing work on Kaho'olawe, not acting in accordance with the SPA, violates these procedures or Island Rules or State or Federal law or Hawai'i Administrative Rules related to the protection of HCR sites may be subject to immediate removal from Kaho'olawe for the period of the Cleanup.
- C. The KIRC and the Navy shall cooperate fully in any investigation regarding any allegation of a violation on Kaho'olawe of the SPA or of State or Federal law related to the protection of HCR sites.
- D. Protection of HCR sites in accordance with the SPA is an important component of the work performed by the Navy during the Cleanup. The Navy will specifically evaluate the contractor's performance in implementing the SPA to determine the degree to which the contractor is deemed successful in executing the contract. The Navy will consider this evaluation during the determination of the contractor's award fee.
- E. The KIRC will have the opportunity to participate in the process to evaluate the contractor's performance in the determination of the award fee.

VII. MONITORING

- A. The Navy shall monitor compliance with this agreement by means of quality assurance (QA) and quality control (QC).
- B. Authorized KIRC representatives shall be afforded full access, with proper escort to be provided by the Navy, to all areas of the Island in order to monitor the Navy's compliance with this agreement as well as any QA and QC procedures.
- C. The Navy will provide transportation on the Island for KIRC representatives, on a space available basis, in the same manner as its personnel for QA purposes.

VIII. ROLE OF THE KIRC

- A. Pursuant to HRS Chapter 6K and the MOU, the KIRC is the Navy's single point of contact with the State regarding all issues which may arise out of the MOU, including issues arising from the SPA.
- B. The KIRC:
 - 1. Will provide recommendations to the Navy for the identification of properties of traditional religious and cultural importance, and the assessment of any Cleanup action that may affect any such property; and will coordinate with other native Hawaiian organizations in this regard (as specified in Section V.B of the SPA);
 - 2. Will be consulted on site treatment, including data recovery and curation, in the case of potential adverse impacts to HCR sites (as specified in Section V.C of the SPA);
 - 3. Will provide cultural and historical orientation (as specified in Section V.E of the SPA);
 - 4. Will conduct protocol and ceremonies (as specified in Section V.F of the SPA);
 - 5. Will review and concur with the Research Design, Historic Preservation Implementation Plan, and field reports in consultation with the SHPO (as specified in Sections V.H, V.I, and V.K of the SPA);
 - 6. Will be responsible for the disposition of any human remains, in consultation with SHPO (as specified in Section V.L of the SPA);

7. Has the authority to designate certain areas as off-limits, or for limited access only, for the protection of HCR sites (as specified in Section V.P of the SPA);
8. May participate in the contract performance evaluation process (as specified in Section VI.E of the SPA); and
9. May monitor the Navy's compliance with this agreement (as specified in Section VII.B of the SPA);

IX. DISPUTE RESOLUTION

- A. Disputes between the KIRC and the Navy or the SHPO and the Navy arising out of the SPA shall be resolved pursuant to Section V of the Regulatory Framework.
- B. Disputes between the KIRC and the SHPO arising out of the SPA shall be resolved administratively between the two respective parties.

X. MOU IMPLEMENTATION


The SPA fulfills the requirements of Section VII of the MOU.

XI. MOU PROVISIONS

Nothing in the SPA is intended to modify any provision of the MOU. Reference is specifically made to Section V. Conveyance, Section XVI. No Private Cause of Action, and Section XVII. Enforceability.

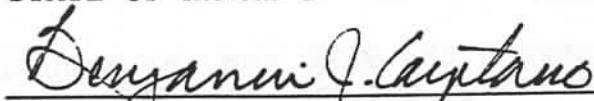
XII. SIGNATURES IN AGREEMENT

UNITED STATES DEPARTMENT OF THE NAVY
FOR THE SECRETARY OF THE NAVY, JOHN H. DALTON

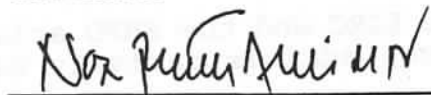

GORDON S. HOLDER
Rear Admiral, U.S. Navy
Commander, Naval Base, Pearl Harbor

13 Nov 1996
Date


STATE OF HAWAI'I


BENJAMIN J. CAYETANO
Governor

18 Nov. 1996
Date


NOA EMMETT ALULI, M.D.
Chair, Kaho'olawe Island Reserve Commission

14 Nov. 1996
Date


MICHAEL D. WILSON
State Historic Preservation Officer

14 Nov 1996
Date