

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 21	
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 6/23/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) Various Locations	
6. ISSUED BY Defense Energy Supply Center 8725 John J. Kingman Road, Suite 2941 Ft. Belvoir, VA 22060-6222 P.Jacobs/M.Fass/DESC-FPA/703-767-9328/9326 Purchase Program: 6.1	CODE SCO600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street county state Zip Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. X SP0600-03-R-0086	
			9B. DATED (SEE ITEM 11) May 16, 2003	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE :	FACILITY CODE Cage Code:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>This Amendment is being issued to amend and clarify information contained in the above referenced solicitation, to document written responses to questions received from prospective offerors and to provide the attendee lists from the site visits conducted June 2 through June 5, 2003. This amendment addresses only a partial list of the questions received and the remainder of the responses will be addressed in a later amendment.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

- a. Clause L201.01 is being revised and will be incorporated by Amendment 0003. Please note that one of the revisions changes the number of copies to be submitted as follows: **An original and one copy of the Offeror Submission Package and an original and two copies of the Technical Proposal** will be submitted as the initial offer.
- b. Clause I 1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003) is hereby deleted in its entirety.
- c. Clause G9.06, ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999) is hereby incorporated into the solicitation and made a part of the Offeror Submission Package. A copy is attached.
- d. Clause G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION (MAY 1999) is hereby incorporated into the solicitation. A copy is attached.
- e. Clause M28.04, BASIS FOR AWARD, CLIN 0018 has been revised. A copy of the revised CLIN 0018 is attached.
- f. CLIN 0018, Clause B35, SERVICES TO BE FURNISHED AND PRICES will be revised to accommodate a 0018A and 0018B as described above.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

↓

↓

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR
REGISTRATION****(MAY 1999)****(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(FAR 52.232-33)

The solicitation is amended to incorporate the following questions and answers. This data should be used in preparing proposals.

1. Attachment No. 01, Statement of Work (SOW), Tasks 4, 5, & 6, “SOIL BORINGS, MONITORING WELLS, & DIRECT PUSH TESTING” – DESC requires a “certified” geologist or hydrologist under these task descriptions. Please provide the minimum requirements (i.e., years of experience, degree requirements, etc.) for DESC’s certification. **A certified geologist or hydrogeologist must possess no less than a Bachelor's degree in the respective science. This person must perform the work under the direct supervision of a registered geologist. The registration of the geologist must be from the state in which work is performed. A Professional Engineer is acceptable as long as that person is also a registered geologist.**

2. Attachment No. 01, SOW, Tasks 4 & 5, “SOIL BORINGS & MONITORING WELLS” – These tasks indicate, “Disposal of contaminated soil and groundwater will be authorized under Tasks 16 and/or 17.” However, Task 16 is a Reporting task. Instead, does DESC intend that Offerors perform disposal under Tasks 17 and/or 18? **Yes. The Statement of Work will be corrected to read Tasks 17 and/or 18.**

3. Attachment No. 01, SOW, Tasks 4 & 5, “SOIL BORINGS & MONITORING WELLS” – For the mobilization line items, should we include the time necessary for the geologist to travel to the site to pre-mark the locations prior to field work? Pre-marking is required several days before the actual fieldwork to give the facility or utility locating service time to screen the location(s). Or, should we assume the pre-marking locating costs would be reimbursed under Contract Line Item Number (CLIN) 0017 and/or 0018? **All effort required to perform the work should be included in Tasks 4 and 5 to include necessary pre-field work visits.**

4. Attachment No. 01, SOW, Task 5, “MONITORING WELLS” – DESC references “Task 11,” and indicates that this task will have water handling procedures different than those outlined under Task 5. Task 11 does not provide alternative water handling procedures. Please clarify. **References to Task 11 in Task 5 of the Statement of Work will be changed to Task 12.**

5. Attachment No. 01, SOW, Task 8, “SAMPLE TESTING” – Will procurement, contract management, and project management time be reimbursed under Task 17, or should time for this effort be included in the individual analyses? **The time for procurement, contract management and project management to accomplish sample testing under Task 8 must be included in the individual analyses. It will not be reimbursed under Task 17.**

6. Attachment No. 01, SOW, Task 11, "RECOVERY TRENCH SYSTEM" – DESC indicates "Recovery well requirements shall conform to the requirements of Task 9." Did DESC intend to reference Task 10? **Yes. The Statement of Work will be corrected.**

7. Attachment No. 01, SOW, Task 12, "PUMP TEST" – One 6" diameter production well and two 2" diameter monitoring wells are required under this task. DESC further states, "Well installation costs will be as provided in Task 5." Does this mean the 2" monitoring wells are installed under Task 5, or should the costs be included under this task? In addition, is the 6" production well an existing well? **The 2" monitoring wells will be installed under Task 5 and the 6" production well will be installed under Task 10. DESC is assuming that the 6" well will be put to good use after the pump test and used as a recovery well. Task 12 is strictly for the performance of the pump test.**

8. Attachment No. 01, SOW, Task 13, "REMEDICATION" – The introductory paragraph states, "actual installation of the system will be ordered under Tasks 16 and 17." Should this read Tasks 17 and 18? **Yes, the Statement of Work will be corrected.**

The response to Questions nine through 13 may be found at the end of Question 13.

9. Attachment No. 01, SOW, Task 13a, "VAPOR EXTRACTION SYSTEM" – The SOW requires installation of four (4) vapor extraction wells. Are these wells to be installed under Task 5, or should the Offerors include the cost of the four wells under this task. If Offerors are to include the costs under this task, please provide site specific well construction details (i.e., total depth(s), well diameter(s), well screen length(s), surface completion(s), well cutting handling or disposal requirements, etc.)

10. Attachment No. 01, SOW, Task 13e, "BIOVENTING" – How many injection and/or monitoring wells are required under this task? Also, as requested above, please clarify whether, or not these wells are to be installed under Task 5, or included under this task.

11. Attachment No. 01, SOW, 13f, "AIR SPARGING" – Same question as above.

12. Attachment No. 01, SOW, 13h, "BIOSLURPING" – Same question as above.

13. Attachment No. 01, SOW, 13h, "BIOSLURPING" – What is the duration of the field test, and how will recovered product be handled or disposed?

Since questions nine through 13 are all related, we have combined them into one response. All equipment required for performance of the pilot test/feasibility studies should be included under this Task. Waste disposal will be performed under Task 17/18. The offeror's proposal should cover the level of effort necessary to develop, install, and conduct the pilot test/feasibility study as well as evaluate the results of the specified tests, and prepare documentation in sufficient detail to obtain regulatory approval and install the full-scale system. The Government's position is that the offeror should use its technical expertise as well as its knowledge of the site to propose a system for each technology; therefore, site-specific well details will not be provided. All assumptions should be included.

14. Attachment No. 01, SOW, Task 14, "SITE OPERATIONS AND MAINTENANCE" – SOW states that Offerors are requested to provide O&M of DFSP Charleston's remediation system. However, Attachment 2 (B35 Pricing), Contract Line Item Number (CLIN) 0014 has N/A in all price columns. Please clarify DESC's requirements for O&M at the DFSP Charleston site. **The new remediation system is currently being installed at DFSP Charleston, and the O&M manual is expected to be completed in the fall. At that time all offerors will be asked to provide a cost estimate for that CLIN. In your proposal acknowledge that the Task exists, but that you understand that the O&M manual was not available for review.**

15. Attachment No. 01, SOW, Task 14, "SITE OPERATIONS AND MAINTENANCE" – Should waste disposal and other variable costs (electrical, telephone, water, etc.) be included in the monthly O&M costs? **Yes.**

16. Attachment No. 01, SOW, Task 15, "MONITORING" – The task requires Offerors to perform "sampling and monitoring programs at DFSPs Charleston, Tampa, and FISC Jacksonville in accordance with state approved self-monitoring programs." Will DESC supply each site's specific "sampling and monitoring programs" separately (i.e., number of wells, analyses, sampling frequency, etc.)? **Yes, descriptions of the self-monitoring programs will be provided for the specific facilities in a later amendment.**

17. Attachment No. 01, SOW, Task 15, "MONITORING" – Should we assume that the laboratory, material, and other direct costs will be reimbursed under the appropriate CLINs 008, 0017, and 0018? **No, all costs necessary to perform Task 15 must be included in Task 15.**

18. Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS" – We noticed CLINs 005D, 005H, and 0010D are excluded for all the sites except Ft Hood. Will soil borings between 61 and 150 feet (i.e., CLIN 004D) be required at all of the sites? **CLIN 0004D will only be required at Fort Hood. Clause B35 will be corrected.**

19. Section H, “KEY PERSONNEL” – With the exception of the Offeror’s Project Managers, does DESC consider any other personnel to be “Key”? **No.**
20. Section L 70 – “Technical Questions,” Offerors are to submit questions 14 days prior to the scheduled preproposal conferences, and may submit questions during the conferences. How will DESC handle offeror’s questions received after the on-site conferences, but before the proposal due date? **Responses to the questions will be provided by amendment.**
21. Section L 201.01, Item 2, a, (6) – “NOTE: Prices proposed in Clause B35, SERVICES TO BE FURNISHED AND PRICES (DESC XX XX).” What is the reference in parenthesis? **The Xs should have been changed to APR 2003 which is the date that version of the clause was approved.**
22. Section L201.01, Item 2b, “SAMPLE SCENARIO” – Groundwater results are provided for 13 wells. What is the distribution of upper aquifer vs. lower aquifer samples/analyses? Were all the samples from one, or the other aquifer? **A revised scenario will be added to the L201.01 clause. The Government’s position is that the offeror should use its technical expertise in addressing the situation described in the scenario; therefore no further details will be provided. All assumptions should be included in the proposal.**
23. Section M28.04, “BASIS FOR AWARD” – DESC states, “technical and management factors combined are more important than cost or price.” However, what is the relative importance of Past Performance in relation to Technical/Management and price? **The clause will be revised to read: “technical/management and past performance factors combined are more important than cost or price.”**
24. Section M28.04, Item (b) 3, “PRICE & ESTIMATED QUANTITIES” – Are the estimated quantities for each facility a best representation of the anticipated workload for Year 1 (recognizing that the government does not guarantee these quantities)? **No, estimated quantities are for comparison purposes and do not reflect anticipated estimated quantities for year 1 for each CLIN.**
25. Is a bidding firm required to submit a bid, which covers all five sites, listed or is it possible to bid selected sites only? For example: Can we submit a bid package for only the Hunter Army Air Field, GA site? **Offerors may submit an offer for as many of the sites as desired. They may offer on either one of the sites, all five of the sites, or any number in between.**
26. Will each site require a separate bid package to be submitted or are all sites covered in one submittal? **Only one submittal is required for all sites.**

27. We are a federally certified 8(a) small business. If we are bidding as a prime contractor are we still required to submit a small business subcontracting plan? What are our small business utilization requirements? **As a 8(a) small business you are not required to submit a small business plan. However, in accordance with Clause L7, you are required to submit a Socioeconomic Proposal.**
28. Will 8(a) businesses be given price adjustments when bidding as a prime contractor? **There will be no price adjustments given for this procurement.**
29. Is prior experience with DESC required? **No Preferred? No** Is there a cap on the amount or number of projects a single firm can have with DESC? **No. Note that cleanup of petroleum contamination is the most important experience.**
30. Attachment 1 indicates that “Additional control, assessment, or remediation techniques.....may be approved if the techniques are viable for controlling fuel contamination, cost effective, available “off the shelf” Would innovative, but proven technologies, be considered “off the shelf”? These techniques may be proven effective but not mass produced. **Yes. DESC’s goal is to use the most cost effective method to clean up a spill. The method must utilize a proven technology. DESC will not pay for technology development.**
31. Task 10 indicates that any well that is determined to contain free product will require a water table depression and free product recovery pump system. Will other recovery mechanisms besides pumping be considered as viable alternative options? **During contract performance other methods will be considered on a case-by-case basis and if acceptable funded under Tasks 17/18; however, for the sake of developing the cost proposal for your offer only include what is described in the Statement of Work.**
32. Can the Contractor make alternative proposals for tasks such as Task 12. Pump Test and Task 13. Remediation? **Alternatives will always be considered during the development of a work plan, but for the sake of evaluation purposes the offeror must provide a proposal that covers Task 12 and 13 as written.**
33. In the Scope of Work, several of the tasks require “a certified Hydrogeologist or geologist.” Will a Professional Engineer licensed in the state with extensive experience be accepted? **See Question #1.**
34. Per hour rates for various development plans, are you looking for a single rate per person or an hourly rate for a team of people? **Prices should be the hourly rate for a team of people.**

35. This project is five-year time period. Will you want separate rates for each year? **No, the prices provided in Clause B35 will be for the entire five-year period.**
36. Clause I176 Cost Accounting Standards is not normally consistent with a Fixed Price contract. Should it be revised? **The inclusion of this Clause is required in the event that competition is not achieved on each site.**
37. In what format are reports required? **They are to follow the State's required formats.**
38. Regarding disposal, is it to be hauled off or disposed on-site? **Decisions about disposal are considered on a case-by-case basis depending on the quantity of waste and the analytical results. All waste removed from the sites must be coordinated with either the terminal superintendent or government personnel at the site. Appropriate manifests must be prepared.**
39. What is the purpose of CLIN 0019? Will it be the first task ordered? **The purpose is for the contractors to familiarize themselves with the site and its history. It will most likely be the first task ordered, assuming no emergency situation arises.**
40. For DFSP Charleston, is there a local level office for environmental concerns for the State of South Carolina? **No, the Environmental office is located in Columbia, SC. The Trident district does not normally get involved in these projects.**
41. For Hunter AAF, is there any active work under DESC contracts? **No.**
42. Will we have the ability to review and copy historical documents (environmental reports) at the DFSP Charleston, SC and Hunter AFB facilities at the meetings on June 2nd? **Even though the answer to this question has been overtaken by events, we think it would be beneficial to clarify the location of documents for each facility and the best way to go about reviewing them.**

DFSP Charleston – All documents are available for review at the DESC HQ location at Ft. Belvoir, VA and the Hanahan Public Library. To view the documents at Ft. Belvoir, please coordinate your visit with either Monica Fass or Pat Jacobs.

DFSP Hunter AAF – All documents are available at the environmental office at Ft. Stewart, GA. To view these documents, please coordinate your visit with either Monica Fass or Pat Jacobs.

DFSP FISC Jacksonville – All documents are availability at the facility. To view these documents, please coordinate your visit with either Monica Fass or Pat Jacobs.

DFSP Tampa – All documents are available for review at the DESC HQ located at Ft. Belvoir and at the site. To view the documents at either location, please coordinate your visit with either Monica Fass or Pat Jacobs.

DFSP Ft. Hood – All documents are available at the facility. To view these documents, please coordinate your visit with either Monica Fass or Pat Jacobs.

43. Would you know the depths of water surrounding the respective facilities in South Carolina, Georgia, and the two in Florida where shellfish sampling would be required? My company is looking to do Task 7 as a subcontractor. I am trying to estimate costs and knowledge of those depths would determine if I should plan on wading or bringing along SCUBA equipment. **You should assume that both methods will be required; therefore, you should cover all options. All equipment used for the performance of the task should be included in the proposal.**

48. Attachment 1 Scope of Work Task 13 item d. Liquid Phase Carbon Adsorption. This item does not ask to perform a study or test like the other items a, b, c, e, f, g, & h. Please clarify whether this item is only asking for a plan to design the system or is there a study or test required. If no study is required then what price is required for CLIN 0013DA? **CLIN 0013DA should cover the level of effort necessary for the offeror to have enough information to develop the required system documentation. The offeror needs to state what level of effort it expects to be required based on its expertise and knowledge of this technology.**

44. Clause B35 CLIN 13 provides an A and B line (i.e. AA, AB, BA, BB, CA, CB, DA, DB, EA, EB etc) for each study/test where line A is a lump sum price and line B is a price per hour. But Section L 2.a.(3) of the proposal (page 22) requests for task 13 that the "estimated number of price per hours" be provided for the B lines (i.e. AB, BB, CB, DB, EB etc) that . Please clarify whether line A is the lump sum price for performing the required study/test with no documentation or reporting cost and line B is the total per hour price for preparing the documentation for the study/test and the design plan. **Line A is a lump sum price for the level of effort necessary to develop, install, and conduct the pilot test/feasibility study while line B is the total per hour price for evaluation of results and the preparation of documentation in sufficient detail to obtain regulatory approval and install the full scale system. Also, note that the government realizes that the offeror's estimated quantities for line B may differ from the government's estimated quantities in Clause M28.04.**

45. Please confirm that the government has not established goals for the Socioeconomic Proposal and that you are not seeking names of subcontractors but only proposed goals by the offerors. **The government has not established goals for the Socioeconomic Proposal, however, per Clause L201.01 b. (1), specific names of any known subcontractors should be included.**

46. Please indicate if there is a maximum page limit requirement for this solicitation? **No, however, you should be mindful of the specific limitations established in the Statement of Work i.e., Clause L201.01 2. b. (1) and (2).**

47. Reference: L201.01.1 states, "Proposed prices for CLINS 0001 through 0017 and CLIN 0019 should contain all material, equipment, labor, overhead and profit associated in the performance of the tasks." However, several items are related to equipment rates that may involve operators (labor) that are covered separately by other CLINs. Example: Equipment Item 0017AN (1CY Backhoe price per day) would **not** include labor, because labor is covered separately by item 0017X. We interpret that all equipment items stand alone (without labor) and the associated labor is covered by separate CLINs. Is this correct? **This is the correct assumption for CLINs under Task 17. These CLINs must include overhead and profit.**

48. Several items have a CLIN for mobilization. Example:0002C, 0004E, 0007D, 0010E, 0010H, 0011B and 0017AK.1 Several major equipment items do not have a mobilization/demobilization CLIN, Example 0017AN and 0017AO. It is not recommended to include the one time mob/demob cost within the daily rate as the Government and contractors do not know how many days a piece of equipment will be required on a task and subsequently how to "spread" the one time mob/demob cost. Please add a line item for mobilization/demobilization for these two items. **You are correct in your observation; however, DESC's position is that we cannot include a line item for every conceivable contingency. If mob/demob costs are required for deployment of equipment under Task 17, they will be covered under Task 18.**

49. Should sample shipping be included in the price under Task 8 sample testing? **No, sample shipping will be covered under Task 17.**

50. Please clarify requirements for Bioassay (toxicity) analysis. Should the organism, concentrations, and chronic vs. acute information be provide? **Since each state has its specific requirements for bioassay analysis, your proposal should be specific to the site(s) that you are bidding on and should information concerning the organism(s) and concentrations used as well as the types of chronic vs. acute information collected.**

51. Should a line item be provided for pricing mob for ocean/river sediment and beach sediment sampling? Pricing could vary considerably on river vs. ocean sampling based on equipment (boat) needs. Should you separate items? Should

there be a minimum number of samples identified for this task? **The type of equipment required is fairly specific to each facility, i.e., ocean, river or marsh. We leave it to you to decide how you can best achieve the sampling required based on the facility's location. Your assumptions should be included in your proposal. CLIN 0007D will be changed to read: "Mobilization Costs for Ocean/River Sediment and Shellfish Sampling." If mobilization costs are required for beach sediment sampling, they will be covered under the CLINs 17/18. The estimated quantities in Clause M28.04 are the minimum number of samples identified for this task at this time. The estimate is for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed.**

52. Reference section L201, 1.(a) Past Performance: Please clarify that offerors are to include a maximum of three contracts. Please confirm that offerors may write to their contracts in which they are either a prime contractor or a subcontractor. **To say that we want a maximum of three contracts would indicate that we would accept less than three. The referenced clause states that offerors must provide information for the three most recent contracts and subcontracts.**

53. Reference Clause G50.01, (CONTRACTOR'S PURCHASING SYSTEM): The last statement reads, "Note: The SOP shall be submitted to the Contracting Officer with the initial offer." Section L instructions do not indicate this is a requirement. Please clarify. **As required by the Clause, the SOP shall be submitted with the initial offer.**

54. Reference Clause I102, Fair Labor Standards Act and Service Contract Act-Price Adjustment, Item b. "The Contractor warrants that the prices in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause." Please clarify that prices quoted in schedule B, which cover a five-year period, will be adjusted and subject to the provisions of I102.d. **Prices quoted are for the entire five-year period with the exception of positions that are covered by the Department of Labor wage determinations.**

55. Currently the government has two ongoing contracts at Tampa, FL and Charleston, SC. Can the government furnish the applicable small business goals established at these locations under these two contracts? **No, this is proprietary information.**

56. The package mentions that subcontractor services should be competitively bid. However, it also states a preference for mentor programs and/or small disadvantaged businesses. There are times when the mentor program or small/disadvantaged programs do not result in the lowest bid. What is the guidance on this? **It is incumbent on the contractors to apply their best business judgment in making their decisions. We encourage the use of small**

businesses, but cannot dictate to you which business to use. However, all prices must be fair and reasonable. Additionally, Clause I170, UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2000), Paragraph (b) states that the “Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient business contract performance.”

57. Regarding Question 56, this situation is further confused in that task order costing then relies on CLINs. **See response to #56 above.**

58. If a company is currently working for the government utilizing a corporate CAGE Code, will that be acceptable for a contract awarded as a result of this solicitation, or does the office providing the service need to acquire its own code? **Please refer to Clause L205, COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (Aug 1999)**

<u>Contract Line</u>		<u>Charleston</u>	<u>Hunter AAF</u>	<u>Jacksonville</u>	<u>Tampa</u>	<u>Ft. Hood</u>
<u>Item Number</u>	<u>Services</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>
0018	Cost Reimbursement					
0018A	Other Direct Costs (Dollars x 1000)	100	100	200	100	100
0018B	Overhead and Profit **Cost evaluation will be made using dollar figure shown in 0018A times the percent of overhead and profit provided by the Offeror in Contract Line Item 0018B of Clause B35 SERVICES TO BE PROVIDED AND PRICES.**	_____	_____	_____	_____	_____

SP0600-03-R-0086
 PRE-PROPOSAL CONFERENCE AND SITE VISIT
 June 2, 2003
 Hunter Army Air Field, GA

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SP0600-03-R-0086
 PRE-PROPOSAL CONFERENCE AND SITE VISIT
 June 3, 2003
 FISC JACKSONVILLE, FL

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SP0600-03-R-0086
PRE-PROPOSAL CONFERENCE AND SITE VISIT
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SP0600-03-R-0086
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