

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0005			3. EFFECTIVE DATE 2/03/04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) Various Locations
6. ISSUED BY CODE SCO600 Defense Energy Supply Center 8725 John J. Kingman Road, Suite 2941 Ft. Belvoir, VA 22060-6222 P.Jacobs/M.Fass/DESC-FPA 703-767-9328/703-767-9326 Purchase Program: 6.1			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street county state Zip Code)			(<input type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO.	
			<input checked="" type="checkbox"/>	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><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] 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) N/A					
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.) This Amendment is issued to incorporate clarifications/changes/additional information to the Statement of Work. It will also address clause revisions. The due date for revised final proposals is close of business, February 18, 2004 . Revised final proposals should be sent to DESC-FPA, 8725 John J. Kingman Road, Fort Belvoir, VA 22060-6222. Please mark the package with "REVISED FINAL PROPOSAL - SP0600-03-R-0086." Offerors are reminded to submit only pages incorporating changes/new information. An original plus one copy is sufficient for these revisions.					
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
(Signature of person authorized to sign)					16C. DATE SIGNED
NSN: 7540-01-152-8070			30-105		STANDARD FORM 30 (REV. 10-83)

Task 3. Geophysical Survey. Clarification: The Government acknowledges that other techniques exist for performing geophysical surveys; however, the offeror need only include the use of ground penetrating radar (GPR) for this task. If any other method is included, it shall be considered a "value-added" service, unless the offeror specifically acknowledges that other methods may be used as negotiated under Tasks 15 and 16.

Tasks 5, Monitoring Wells and Task 10, Recovery Wells. Clarification: The Government acknowledges that a 1-foot bentonite seal is acceptable during the installation of monitoring wells and recovery wells.

Task 7. Beach Sediment, Marine Sediment and Shellfish Sampling. Task 7 of the statement of work is revised to read as follows:

The Contractor shall obtain beach sediment, marine sediment, and shellfish samples to determine if any hydrocarbon exists. **One unit of sampling shall represent a single sampling station consisting of 4 discrete samples.** The Offeror shall submit with the proposal the sampling protocol for sediments and shellfish as required by the State in which the work is to be performed and explain in detail any assumptions made in the proposal.

Task 8. Sample Testing. Clarification: For the Bioassay Test, offerors should provide a unit price for a 96-hour acute toxicity test for *M. beryline*, *M. bahia*, and *A. ceradaphnia*.

Task 9. Well Survey. Task 9 of the statement of work is revised to read as follows:

Following completion of monitoring well installation, the wells will be surveyed for plan location with respect to existing site facilities and for elevation. The ground surface elevation will be recorded as well as the top of casing of each well. The elevation will utilize the same datum as the existing monitoring well system or to another datum suitable for the site. **In addition, the wells will be surveyed using a global positioning system (GPS) to provide horizontal placement of the wells within 4 ft of their actual locations.** A State licensed surveyor will perform the work. One unit of surveying consists of locating and plotting 10 wells.

Task 10. Recovery Wells. Task 10 of the statement of work is revised to read as follows:

In the event free product is detected in any boring or monitoring well, a 6" diameter product recovery well shall be installed. The work shall include installation of the 6" diameter well and installation of a water table depression and free product recovery pump system. The proposal shall also include the cost to convert an existing 4" monitoring well to a recovery well by installing a water table depression and free product recovery pump system. The pump system shall be rated 2-10 GPM suitable for a **60** ft. well. The work is to include all electrical and plumbing requirements within the well up to the top of the well casing. Provisions for electrical power, storage and disposal of recovered fuel, and water handling will be ordered under other appropriate Tasks depending on site specific conditions. Monthly operation and maintenance of the recovery well system shall be identified separately in the proposal and shall include all efforts required to keep the pump system operational.

Task 11. Recovery Trench. Task 11 of the statement of work is revised to read as follows:

The Contractor shall construct a closed interceptor recovery trench and well system. Trench walls shall be lined with PVC sheeting on the down gradient side. A perforated drain line shall be installed on the trench floor and the trench shall be backfilled with coarse gravel. Recovery well requirements shall conform to the requirements of Task 10. The Offeror shall assume that one unit of trench system is 50 feet long, 5 feet wide and 10 feet deep, **and that shoring will be necessary. Offeror shall assume that a pump is necessary for dewatering during trench installation; however, any water generated will be handled under Task 15/16.** The **recovery trench** pump system shall be rated 2-10 GPM. The work is to include all electrical and plumbing requirements within the trench/well up to the top of the trench. Provisions for electrical power, storage and disposal of recovered fuel, and water handling will be ordered under other appropriate Tasks depending on site specific conditions. Monthly operation and maintenance of the recovery system shall be identified separately in the proposal and shall include all efforts required to keep the pump system operational.

Task 13. Remediation. Task 13 of the statement of work is revised to read as follows:

c. Air Stripper. **Assuming that groundwater extraction and treatment equipment are in place,** conduct an on-site pilot test using a mobile packed tower or any other acceptable method to examine the effects of such parameters as liquid loading rate, air:water ratio and packing height. Assume a flow rate of 2-10 GPM and a groundwater contamination level of 500 ppm TPH.

Liquid Phase Carbon Adsorption. **Assuming that groundwater extraction and treatment equipment are in place,** develop a liquid phase carbon adsorption system based on treating a 10 GPM flow at a contamination level of 500 PPM TPH using existing liquid phase adsorption isotherms, with effluent meeting drinking water standards.

Note that all other subtasks for Task 13 must be stand-alone and include all equipment and labor necessary to accomplish the task. Other Tasks within the Statement of Work may not be used to accomplish the task.

Task 14. Reports. As a matter of clarification, offerors cannot assume that electronic files are available for DFSPs Hunter AAF, FISC Jacksonville, or Ft. Hood.

Task 15. Miscellaneous Services. For CLIN 0015AK (Thermal Oxidizer), the unit price is for a 6-month period, not a 1-month unit price.

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THE FOLLOWING CLAUSES ARE ADDED/REVISED. PLEASE COMPLETE AS REQUIRED.

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) DEFINITIONS.

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant,

loan, or cooperative agreement.

Indian tribe and tribal organization, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) **PROHIBITIONS.**

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) **AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) **PROFESSIONAL AND TECHNICAL SERVICES.**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a

contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using non-appropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(FAR 52.203-12)

115.03 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(FAR 52.222-3)

128.16 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

(1) **After-imposed Federal tax** means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) **After-relieved Federal tax** means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal, State and local taxes and duties** means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(5) **Local taxes** includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption. (FAR 52.229-3)

1114.05 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The GOVERNMENT PROPERTY clause is hereby modified deleting the requirement for the Contractor to maintain such records.

(FAR 52.245-1)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--

(A) are,
 are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) have,
 have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) are,
 are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror--

has,
 has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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 SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K99 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986 (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act (PPA) of 1990 (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the EPCRA and section 6607 of the PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

[Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with the Environmental Protection Agency (EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) code major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located in the United States or its outlying areas.

(FAR 52.223-13)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>

FAR/DFARS: <http://www.arnet.gov/>

DLAD: <http://www.dla.mil/j-3/j-336/>

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www.arnet.gov/>
DLAD: <http://www.dla.mil/j-3/j-336/>

(FAR 52.252-1)

M28.04 BASIS FOR AWARD (DESC JUN 2003) (Amended)

The clause remains unchanged except for the revised estimated quantities, which are re-stated below. (NOTE: The estimates provided below are for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed.)

ESTIMATED QUANTITIES (YEAR 1)

<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>
0001	Work Plan					
0001A	Work Plan – 30 unit hours	1	1	2	1	1
0001B	Work Plan Excess Hours	100	100	200	100	100
0002	Soil/Gas Survey					
0002A	Soil Gas Units - 4 foot depth	N/A	N/A	N/A	N/A	10
0002B	Soil Gas Units - 14 feet depth	N/A	N/A	N/A	N/A	10
0002C	Soil Gas Survey Mobilizations	N/A	N/A	N/A	N/A	1
0003	Geophysical Survey					
0003A	Geophysical Survey Units	1	1	1	1	1
0004	Soil Borings					
0004A	Boring up to 5 feet	1	1	1	1	1
0004B	Feet of Boring 6 to 20 feet	15	15	15	15	15
0004C	Feet of Boring 21 to 60 feet.	40	40	40	40	40
0004D	Feet of Boring 61 to 150 feet.	N/A	N/A	N/A	N/A	90
0004E	Mobilizations for Soil Borings	1	1	1	1	1

<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>
0005	Monitoring Wells					
0005A	2" Monitoring Well up to 10 feet	1	1	1	1	1
0005B	Feet of 2" Well 11 to 20 feet	10	10	10	10	10
0005C	Feet of 2" Well 21 to 60 feet.	20	20	20	20	40
0005D	Feet of 2" well 61 to 150 feet.	N/A	N/A	N/A	N/A	90
0005E	4" Monitoring Well up to 10 feet	1	1	1	1	1
0005F	Feet of 4" Monitoring Well 11 to 20 feet	10	10	10	10	10
0005G	Feet of 4" Well 21 to 60 feet	20	20	20	20	20
0005H	Feet of 4" Well 61 to 150 feet	N/A	N/A	N/A	N/A	90
0005I	Feet of Closing/Abandoning 2" dia. Well	40	40	40	40	150
0005J	Feet of Closing/Abandoning 4" dia. Well	40	40	40	40	150
0005K	Mobilization for Monitoring Wells	1	1	1	1	1
0006	Direct Push Testing					
0006A	Day of DPT	1	1	1	1	1
0006B	Mobilization for DPT Testing	1	1	1	1	1
0007	Sample Beach and Ocean Sediment and Shellfish					
0007A	Price per Ocean/River Sediment Sample	1	1	1	1	N/A
0007B	Price per Beach Sediment Sample	1	1	1	1	N/A
0007C	Price per Shellfish Sample	1	1	1	1	N/A
0007D	Mobilization Costs for Ocean/River Sediment and Shellfish Sampling	1	1	1	1	N/A
0008	Analytical Testing					
0008A	6010	1	1	1	1	1
0008B	8015	1	1	1	1	1
0008C	8021	1	1	1	1	1
0008D	8041	1	1	1	1	1
0008E	8081	1	1	1	1	1
0008F	8121	1	1	1	1	1
0008G	8151	1	1	1	1	1
0008H	8260	1	1	1	1	1
0008I	8270	1	1	1	1	1
0008J	8310	1	1	1	1	1
0008K	8440	1	1	1	1	1
0008L	418.1	1	1	1	1	1
0008M	601	1	1	1	1	1
0008N	602	1	1	1	1	1
0008O	604	1	1	1	1	1
0008P	608	1	1	1	1	1
0008Q	610	1	1	1	1	1
0008R	612	1	1	1	1	1
0008S	624	1	1	1	1	1
0008T	625	1	1	1	1	1

<u>Contract</u>		<u>Charleston</u>	<u>Hunter AAF</u>	<u>Jacksonville</u>	<u>Tampa</u>	<u>Ft. Hood</u>
<u>Line</u>						
<u>Item Number</u>	<u>Services</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>
0008U	TCLP Metals	1	1	1	1	1
0008V	9045	1	1	1	1	1
0008W	1010/1020	1	1	1	1	1
0008X	Bioassay (Toxicity)	1	1	1	1	1
0008Y	Chloride	1	1	1	1	1
0008Z	Sulfates	1	1	1	1	1
0008AA	Sulfides	1	1	1	1	1
0008AB	Nitrogen	1	1	1	1	1
0008AC	Phenols	1	1	1	1	1
0008AD	Turbidity	1	1	1	1	1
0008AE	Lead	1	1	1	1	1
0008AF	pH	1	1	1	1	1
0008AG	Settleable solids	1	1	1	1	1
0008AH	Total Dissolved Solids	1	1	1	1	1
0008AI	BOD	1	1	1	1	1
0008AJ	Suspended Solids	1	1	1	1	1
0008AK	EDB	1	1	1	1	1
0008AL	Phenolic Compounds (Chlorinated)	1	1	1	1	1
0008AM	Oil & Grease	1	1	1	1	1
0008AN	EPA-TO-14 (BTEX Only)	1	1	1	1	1
0008AO	Nitrate/Nitrite	1	1	1	1	1
0008AP	Ammonia	1	1	1	1	1
0008AQ	Total Organic Carbon	1	1	1	1	1
0008AR	Orthophosphate	1	1	1	1	1
0008AS	Moisture Content	1	1	1	1	1
0008AT	Total Bacterial Plate Count	1	1	1	1	1
0008AU	Selective Bacterial Plate Count	1	1	1	1	1
0008AV	Grain Size ASTM D 422	1	1	1	1	1
0008AW	Hydraulic Conductivity ASTM D 5084	1	1	1	1	1
0008AX	Permeability of Granular Soils ASTM D 2434	1	1	1	1	1
0009	Monitoring Well Survey					
0009A	Well Location Surveying Units	10	1	1	1	1
0010	Recovery Wells					
0010A	6" Recovery Wells up to 10 Feet	1	1	1	1	1
0010B	Feet of 6" Recovery Well 11 to 20 Feet	10	10	10	10	10
0010C	Feet of 6" Recovery Well 21 to 60 Feet	20	20	20	20	40
0010D	Feet of 6" Recovery Well from 61 to 120 Feet	N/A	N/A	N/A	N/A	90
0010E	Mobilizations for 6" Recovery Well.	1	1	1	1	1
0010F	Months of 6" Recovery Well O&M	12	12	12	12	12
0010G	Install Pump System on Exst'g 4" Well	1	1	1	1	1
0010H	Mobilizations for Pump Install on Exst'g 4" Well	1	1	1	1	1
0010I	Months of 4" Recovery Well O&M	12	12	12	12	12
0010J	Per foot closing 6" Recovery Well	40	40	40	40	150

<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>
0011	Recovery Trench System					
0011A	Units of Recovery Trench Installation	1	1	1	1	1
0011B	Mobilizations for Recovery Trench Installation	1	1	1	1	1
0011C	Months of Recovery Trench O&M	6	6	6	6	6
0012	Pump Test					
0012A	Conduct Pump Test	N/A	1	1	N/A	1
0013	Remediation Feasibility Studies/Pilot Tests					
0013A	<u>VAPOR EXTRACTION SYSTEM</u>					
0013AA	Vapor Extraction System Feasibility Study/Pilot Tests	N/A	1	1	N/A	1
0013AB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013B	<u>IN-SITU BIOREMEDIATION SYSTEM</u>					
0013BA	Bioremediation System Feasibility Study	N/A	1	1	N/A	1
0013BB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013C	<u>AIR STRIPPER</u>					
0013CA	Air Stripper Pilot Test	N/A	1	1	N/A	1
0013CB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013D	<u>LIQUID PHASE CARBON ADSORPTION</u>					
0013DA	Liquid Phase Carbon Adsorption System	N/A	1	1	N/A	1
0013DB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013E	<u>BIOVENTING</u>					
0013EA	Bioventing Pilot Test	N/A	1	1	N/A	1
0013EB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013F	<u>AIR SPARGING</u>					
0013FA	Air Sparge Pilot Test	N/A	1	1	N/A	1
0013FB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013G	<u>STEAM INJECTION</u>					
0013GA	Steam Injection Bench Scale Test	N/A	1	1	N/A	1
0013GB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0013H	<u>BIOSLURPING</u>					
0013HA	Bioslurping Pilot Test	N/A	1	1	N/A	1
0013HB	Hours for Development of System Documentation	N/A	120	120	N/A	120
0014	Report of Findings					
0014A	Report Preparation	2	2	5	2	2
0014B	Excess Hours for Report Preparation	200	200	500	200	200

<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>
0015	Miscellaneous Services					
0015A	Project Manager Hours	100	100	100	100	100
0015B	Engineer I Hours	1	1	1	1	1
0015C	Engineer II Hours	100	100	100	100	100
0015D	Engineer III Hours	150	150	150	150	150
0015E	Chemist Hours	1	1	1	1	1
0015F	Environmental Scientist I Hours	1	1	1	1	1
0015G	Environmental Scientist II Hours	1	1	1	1	1
0015H	Environmental Scientist III Hours	50	50	50	50	50
0015I	Geologist I Price Hours	100	100	100	100	100
0015J	Geologist II Hours	1	1	1	1	1
0015K	Geologist III Price Hours	1	1	1	1	1
0015L	Hydrogeologist I Hours	1	1	1	1	1
0015M	Hydrogeologist II Hours	1	1	1	1	1
0015N	Hydrogeologist III Hours	150	150	150	150	150
0015O	Toxicologist I Hours	1	1	1	1	1
0015P	Toxicologist II Hours	1	1	1	1	1
0015Q	Toxicologist III Hours	50	50	50	50	50
0015R	Drafter Hours	80	80	80	80	80
0015S	Traffic Control Engineer Hours	1	1	1	1	1
0015T	Cost Accountant Hours	100	100	100	100	100
0015U	Secretary Hours	60	60	60	60	60
0015V	Site Labor Foreman Hours	200	200	200	200	200
0015W	Remediation System Operator Hours	1	1	1	1	1
0015X	Heavy Equipment Operator Hours	1	1	1	1	1
0015Y	Laborer Hours	1	1	1	1	1
0015Z	Drill Rig Operator Hours	1	1	1	1	1
0015AA	Engineering Technician Hours	300	300	300	300	300
0015AB	Utility Truck Days	30	30	30	30	30
0015AC	02/Explosimeter Days	1	1	1	1	1
0015AD	Sampling Pump Days	1	1	1	1	1
0015AE	Flame Ionization OCA Days	1	1	1	1	1
0015AF	Air Velocity Meter Days	1	1	1	1	1
0015AG	Field GC Days	1	1	1	1	1
0015AH	DOT Approved 55 Gal Drums	1	1	1	1	1
0015AI	Ship 25lb Units of Soil and Water Samples	1	1	1	1	1
0015AJ	Disposable Bailers	1	1	1	1	1
0015AK	500 CFM Thermal Oxidizer	1	1	1	1	1
0015AL	Tevlar Bags (dozen)	1	1	1	1	1
0015AM	Pickup Truck (1/2 ton) Days	30	30	30	30	30
0015AN	1 CY Backhoe Loader Days	1	1	1	1	1
0015AO	1 1/2 CY Hydraulic Excavator Days	1	1	1	1	1
0015AP	Drill Rig Days	1	1	1	1	1
0015AQ	Dewatering Pump (150 GPM) Days	1	1	1	1	1

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<u>Item Number</u>	<u>Services</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>	<u>Quantity</u>
0015AR	Air Compressor (7 cfm) Days	1	1	1	1	1
0015AS	Generator (4000 watt) Days	1	1	1	1	1
0015AT	CAD Equipment Use Charge Days	20	20	20	20	20
0015AU	Photoionization Detector Days	1	1	1	1	1
0016	Cost Reimbursement					
0016A	Other Direct Costs (Dollars x 1000)	100	100	200	100	100
0016B	Overhead and Profit **Cost evaluation will be made using dollar figure shown in 0016A times the percent of overhead and profit provided by the Offeror in Contract Line Item 0016B of Clause B35 SERVICES TO BE PROVIDED AND PRICES.**	_____ %	_____ %	_____ %	_____ %	_____ %
0017	Lump Sum Price for Background Review	1	1	1	1	1