

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 11-Feb-2004	4. REQUISITION/PURCHASE REQ. NO. W25PHS-4008-6171		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE W912BU US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: LINDA DOBBS WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE E5CTSLMD	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912BU-04-R-0010	
			X	9B. DATED (SEE ITEM 11) 23-Jan-2004	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offer 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>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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.					
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 <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation No. W912BU-04-R-0010 for Chemical Analytical Services for Environmental Sample Analysis					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 11-Feb-2004	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**AMENDMENT 0001

A) The purpose of this amendment is to address the following questions that have been asked regarding Solicitation No. W912BU-04-R-0010:

1. Are action limits available? What are the differences in action limits for regular and low level VOAs? Should we use the limits set forth in the EPA CLP program?

-- Action limits differ depending on the project, site location (state), and governing regulatory agency. Typical examples include NJDEP groundwater quality standards, Federal drinking water MCL, etc.

2. What compounds are requested under the heading VOA and SVOC? EPA CLP listed compounds?

-- TCL and PPL

3. With regards to the metals analysis, does the estimated quantity refer to the sample number or number of individual metals to be analyzed?

-- Sample number

4. Should digestion (soil and water) and prep charges (soil) be calculated into the line item cost?

-- Yes

5. Line Item 6000-RCRA Hazardous Waste Characterization Package in the Table 5-3A "Summary of Analytical Method Packages" section lists methods for TCLP prep methods for SW846 analyses. Is this intent for the requested analytical methods to be performed on TCLP lechates?

-- Yes

6. The list of Line Items includes numerous items with small estimated quantities; such as 10 or 12 samples over a year's time. Do these quantities reflect historical needs for the analyses or are they merely rough estimates of anticipated need?

-- The quantities are just rough estimates.

7. For Line Items with small quantities listed, is it anticipated that all samples for a particular analysis would be submitted to the laboratory at one time or will the samples be spread out piecemeal, 1 or 2 at a time, over the course of the contract?

-- This could be either case, depending on the project(s) that we get

8. If small batches of samples (eg less than 10) are sent to the lab for a particular analysis, what consideration will USACE give for either a) reducing the amount of QC that is required to be reported with small sample batches or b) by allowing the lab to charge for trip blanks, matrix spikes, matrix duplicates on field samples. Alternatively, will USACE consider a secondary price schedule for small sample batches?

-- USACE regards trip blanks, matrix spikes, and matrix duplicates as additional samples and will pay for them at unit cost. There will be no secondary price cited for small batches. USACE does not want to sacrifice QC based on sample size.

9. How will USACE evaluate the pricing given the fact that this is an indefinite delivery/indefinite quantity contract and there are wide variances in analysis complexities?

-- Price will be one of the factors for evaluation, however, it will not be as important as technical competence. The Price Evaluation Team will initially review the price proposals (including revisions) in their entirety and by individual line items, total amount by each year, and total inclusion of options to determine the completeness of the proposal and the extent to which the proposal price is comparable to the Government estimate.

10. The list of Line Items contains items 0062 – 0069 which do not lend themselves to “unit pricing”, because of the large array of possible combinations of individual analyses that individual projects are expected to require. Instead, these items should be considered as percentage multipliers. Please comment.

-- USACE is requesting that unit prices be submitted for each package.

11. Section 4.0 Page 31 of the RFP indicates that the contractor will furnish sample containers and coolers 5 days prior to the sampling event. How much advance notice will USACE provide to the contractor that a sampling event is scheduled?

-- Generally, up to 2 weeks notice will be given. Notice may possibly be given earlier.

12. Item 9 on page 18 indicates the sample containers should be shipped to the job site by overnight courier. Why is this a requirement? In the interest of economy, what flexibility does USACE have for providing about 5 days advance notice of an intent to sample so that the lab can avoid the use of costly overnight shipments? Please comment.

-- Each project has time constraints and certain things must be accomplished within certain periods of time.

13. Our interpretation of Section 4.1 on page 31 is that the USACE will pay for shipment of samples to the laboratory. Is that a correct interpretation?

-- Yes, alternatives include pick-up by lab at local site

14. Item 12 on page 18 indicates that the lab must provide rinsate water to field personnel at a rate specified by USACE. A line item should be added to the cost schedules for this as there are significant costs associated with shipment of the multiple gallon quantities of rinsate water that are typically requested. Please comment.

-- The cost should be built into the price for the tests.

15. Item 2 on page 48 indicates that final payment for a task order will not be made until USACE has approved and accepted the contractor’s final report. This is an open-ended statement that seems to allow an unlimited time for USACE to review the data and make an acceptance decision. The statement should be changed to include a commitment by USACE to approve reports in a timely fashion consistent with the contractor’s commitment to provide data in a timely fashion. Please comment.

-- Upon issuance of a Task Order, USACE will review the data submitted by the contractor and make an acceptance decision within 14 days upon receipt of the final report.

16. Can you clarify the 60%/40% payment timeline. Does the 60% payment "of the total task order after all analytical work is completed" mean that no payments will be made until completion of an entire project, rather than per report delivery? If a project is scheduled for sampling over 3-4 months, does the laboratory receive nothing until the end of the sampling schedule? 2) Regarding the 40% retainage, under what timeframe are the reports "approved" after submittal by the laboratory?

-- Please DELETE from SECTION H - SPECIAL CONTRACT REQUIREMENTS, under PAYMENTS, No. 1 & 2, and substitute with the following:

Upon issuance of a Task Order, payment will be issued to the contractor after all work has been completed and all final reports have been submitted and accepted by the Contracting Officer or his/her Representative (COR). USACE will make an acceptance decision within 14 days upon receipt of the final report. If changes are required, the contractor shall submit the final revision within 7 days.

17. Can you clarify #3 - "late delivery of products will result in payment at the rate at which the products were received at the district."

-- If USACE required a 3 day turnaround period and we were late in receiving the samples and did not receive them until 14 days, then payment would be issued at the 14 day turnaround rate, not the 3 day turnaround rate.

B) Any contract resulting from this solicitation shall incorporate these changes.

C) The closing date of 24 February 2004 remains unchanged.

NOTE: The contractor must indicate receipt of this amendment by acknowledging one of the methods listed in BLOCK 11 of this STANDARD FORM 30 (AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT). Failure to acknowledge all amendments may be cause for rejection of an offer.