

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 26
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 09-Jan-2004	4. REQUISITION/PURCHASE REQ. NO. W22W9K4912-7832	5. PROJECT NO.(If applicable)	
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230	CODE W912QR	7. ADMINISTERED BY (If other than item 6) CIVIL/OPS/ENVIRONMENTAL TEAM 600 DR. M. L. KING, JR. PL., RM 821 ATTN: DIANA J. LEWIS LOUISVILLE KY 40202-2230		CODE DACW27
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACA27-03-T-0037
			X	9B. DATED (SEE ITEM 11) 12-Jun-2003
				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 checked="" type="checkbox"/> is extended, <input 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>1</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. DACA27-03-T-0037 for Data Validation, Chemical Quality Assurance Reports and Data Management for U.S. Army Corps of Engineers, Great Lakes and Ohio River Mission Boundaries, is hereby amended as follows: 1. Remove 2nd page of Solicitation (Section SF 1449-CONTINUATION SHEET) and Replace with attached 2nd Page Section SF 1449-CONTINUATION SHEET 2. Questions and Answers from the Pre-Proposal Conference and after, are hereby attached. 3. Remove Scope of Work dated 15 May 2003 from Solicitation No. DACA27-03-T-0037 and replace with the attached Scope of Work with Revised date of 07 January 2004 4. Remove Data Validation Report (DVR) Bid Sheets dated 15 May 2003 from Solicitation No. DACA27-03-T-0037 and replace with attached Data Validation Report (DVR) Bid Sheets with Revised date of 07 January 2004 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 09-Jan-2004	

The following have been added by full text:

AMENDMENT 0003

5. Remove Chemical Quality Assurance Report (CQAR) Bid Sheets dated 15 May 2003 from Solicitation No. DACA27-03-T-0037 and replace with attached Chemical Quality Assurance Report (CQAR) with Revised date of 07 January 2004.
6. FAR Clause 52.219-4 Hub-Zone Preference is hereby added to Solicitation DACA27-03-T-0037 and hereby made a part hereof.
7. Remove FAR Clause 52-212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2000) from Solicitation DACA27-03-T-0037, and replace with attached FAR Clause 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 1999)
8. Remove FAR Clause 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) from Solicitation DACA27-03-T-0037 and replace with attached FAR Clause 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)
9. **DUE DATE FOR THIS SOLICITATION NO DACA27-03-T-0037 IS HEREBY CHANGED TO 20 FEBRUARY, 2004, 4:30PM Local Time**
10. All other information remains unchanged.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE 2ND PAGE

The following have been modified:

Provide Data Validation, Chemical Quality Assurance Reports and Data Management for the U.S. Army Corps of Engineers, Great Lakes and Ohio River Division Mission Boundaries, in accordance with the enclosed Scope of Work with REVISED date of 07 January 2004.

This Solicitation contains an Option Clause to extend the Contract for four (4) one-year periods as follows:

Base Year contract will run from Date of Award thru 28 February 2004

Option Year One – 01 March 2004 thru 28 February 2005

Option Year Two – 01 March 2005 thru 28 February 2006

Option Year Three – 01 March 2006 thru 28 February 2007

Option Year Four – 01 March 2007 thru 29 February 2008

NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE: TECHNICAL ABILITY, PAST PERFORMANCE, REGULATORY COMPLIANCE, QUALITY CONTROL, DATA MANAGEMENT CAPABILITIES, AND PRICE (See 52.212-2 EVALUATION –COMMERICAL ITEMS (JAN 1999).

ALL INFORMATION PERTAINING TO THESE EVALUATION FACTORS MUST BE SUBMITTED WITH YOUR PROPOSAL.

This procurement has no business size restrictions. NAICS 541690 (\$5mil)

It is the Government's intent to make two (2) Indefinite Delivery-Indefinite Quantity awards from the Solicitation. Each Indefinite Delivery-Indefinite Quantity contract will have five (5) yearly maximum contract amounts of \$200,000.00, for a maximum contract value of \$1,000,000.00 for a base and four (4) option years.

For the First Year, the Government hereby obligates itself to obtain not less than Four Thousand and No/100 Dollars (\$4,000.00) in services and not less than Two Thousand and No/100 Dollars (\$2,000.00) per option year, if and when exercised.

Delivery Order Allocations will be determined based on the following:

- a. Contract Minimums – Delivery Orders will be distributed to assure guaranteed minimums are met.
- b. Location/Proximity of Contractor – Projects may be at any location in the Great Lakes & Ohio River Mission Boundaries. Travel distance from the Contractor's office to the job site may be a consideration. Current Contractor work at a particular location could be a factor when distributing new work at the same site.
- c. Past Performance on previous Delivery Orders – The quality and timeliness of work delivered on prior jobs will be a factor when determining the allocation of new work.
- d. Capacity to Perform – The ability/capability of the Contractor's staff to tak on additional work will be considered. An even distribution of work is perefereable.
- e. Specific Past Expearence – Contractor's past experience relative to the location or particular type of work could be considered when choosing on the the labs.

Offerors may submit pricing on ANY or ALL Line Items for each. However, if you submit pricing for the Base Year, you MUST submit pricing for the corresponding Option Years.

The Wage Determinations that apply to these services are located on the Internet at:

<http://www.dol.gov/esa/whd>

The Wage Rates that apply to your company is based on your location(County & State). The applicable Class of Services can be found elsewhere in this RFQ (See FAR Clause 52.222-42 Statement of Equivilant Rates for Federal Hires (MAY 1989).

All information Technology purchases must meet the standards in accordance with Section 508 of the Rehabilitation Act of 1973. Further information on Section 508 is available via the Internet at: [http://www.Section 508.gov](http://www.Section508.gov)

Ordering Officers for the contracts will be:

Rosemary Gilbertson CELRL-ED-E

Shlton Poole CELRL-ED-E-B

NOTE: ALL TECHNICAL QUESTIONS PERTAINING TO THIS RFQ MUST BE DIRECTED IN WRITING, TO:

DIANA J LEWIS (CONTRACT SPECIALIST)

(502) 315-6195 Fax

diana.j.lewis@lrl02.usace.army.mil

PRE-PROPOSAL CONFERENCE
DACW27-03-T-0037
DVE/CQAR/DATA MGMT SERVICES
05 AUG 03

Attendees:

Samir Mansy – USACE (502) 315-6324
Diana Lewis – USACE (502) 315-6206
Lisa Carter – USACE (502) 315-6198
Kimberly Noland - AQA (970) 464-4914
Gary Dechant – AQA (970)434-4875
Ken Salaz – AQA (505)858-3203
Mike Tindle – TL Inc. (703)818-3225
Richard Amano – LDC (760)634-0437
Ronald Braun – Intell, Tech (937)427-4148 X232
Sue Aggarwal – NMNT (303)984-5788
Charlotte Aymms – Veridian Environmental (530)758-1903
Tom Kwoka – Veridian Environmental (530)341-2680
Nanette Grojean – RSI (210)341-2680
Denise Anderson – Conestoga-Rovers & Assoc. (716)297-2160
Ronnie Moody for Dr. Loong Yong – Spectra Tech Inc. (865)576-2010
Joe Samchuck – Tetra Tech (412)921-8510
Kim Johnson – ASC (309)264-7200
Fred Ordway – Ordway & Assoc. (573)761-5649
Elizabeth Wessling – AMEC (303)935-6505
Nick Schmitt – MACTEC (502)253-2514
Chris Ricardi – MACTEC (207)775-5401
Sam Mansy – USACE (502)315-6324
Lisa Carter – USACE (502)315-6198
Jeff Aust – URS (402)334-8181
Kerry Nusekabel – LKA (513)793-4222

Questions and Answers:

- 1). **“Primary lab will depend on Contractor” – what does that mean?**
 - a. Contractor will choose primary lab, Contractor will pay lab.
- 2.) **Will the USACE develop a short-list before awarding?**
 - a. Yes, part of awarding
- 3.) **The guidelines for the DVR involve and analytical results summary table. It is unclear whether the USACE wants all sample results tabulated (including non-detects), or just detected sample results. Please clarify.**
 - a. everything you look at, 10% data – other 90% is not looked at. The summary table will be your qualifiers.

Are we to assume that the “basic report” price is essential the cost of the report preparation only? Please clarify.

- a. Yes
- 4). **Will the data packages we receive be working copies or records? That is, can the paper copies be destroyed?**
 - a. No, do not destroy paper copies, all signatures and dates on hard copy.

5.) **Will a Contractor be allowed to participate on the A&E Environmental and MARC contracts for non data validation?**

- a. See LCG, Appendix A, Independent 3rd Party Validation of Lab Samples

6.) **What is the required format from the various labs?**

- a. Hard copy – CLP like format & EDD.

Will Primes provide consistent format for further review required on these contracts?

- a. Formats will be compatible with ADR

How do we price IT Services on an hourly basis?

- a. Depends on task required.

7.) **What are the true requirements of DV and CQARS?**

- a. LCG

Clarify the meaning of QA samples of the QAR bid sheet? Bid sheet states “number of QA samples per method”?

- a. do not fill out number of QA samples – 3 samples, original, duplicate, QA
1 set of samples – 1 QA sample, 1 Primary sample

Under evaluation items – What is intended/meant by Regulatory Compliance?

- a. Number of Duplicates, MS, MS/MSD, Blanks, etc., required for preparation/analysis.

Do control charts need updated? How many analytel/chart?

- a. No, plot control charts

Define Definitive & Non-definitive.

- a. EM 200-1-2

Data Management Service – priced on a fixed or hourly rate?

- a. hourly rate - # of hours negotiable

Is travel required?

- a. Not normally

8.) **If the company who is doing the software training is also bidding on this contract, how can those of us who do not have and know the software bid competitively?**

- a. There is no bias – no conflict of interest – not looking at skills for software. We only put the software knowledge in the solicitation so no one can come back after they have won the award and say, “It wasn’t written in the sol. That we would have to know this software”.

Could you please explain the pricing tables.

- a. QA report - 10 samples – primary samples ex. \$100 per samples - \$1000
b. Data validation per sample
c. CQR – look at all samples
d. Expect discount of 10%

What format will the lab data be in? Hardcopy? Electronic?

- a. Both – evaluation copy? No difference for bidding.

Can we get an evaluation copy (e.g. 30 days) of the ADR/EDMS software?

- a. Do not need copy, use your own software. Contractors will be able to get the necessary training on ADR Software after award of the contracts (at their own expense).

9). **Is there a disadvantage to submitting a blank sample report vs a sample of an actual report? Shouldn't all parties be required to submit the same to allow equal opportunity?**

- a. submit blank report if in detail of what you do and what your looking for

Please clarify Data Management/Environmental Specialist on bid sheet. The two positions are not equally priced and considered 2 different areas of expertise? Should these be 2 separate positions?

- a. Yes – 2 separate positions. Could be chemist – computer man. Whoever in you company that can do job. Can specify other position more than negotiated hours. Specify what you are planning on using and hourly rate.
Give breakdown on hard copy.

...Travel distance from contractors... What kind of travel is expected to be involved with these assignments or work orders?

- a. very unlikely – negotiated on initial cost

Will you consider awarding one contract to a small business/WBE/MBE/Hubzone?

- a. doesn't matter what kind of business.

10). **When is the new proposal due date?**

- a. at least 3 weeks for amendment (from date of meeting)

Page limit outside of the CQAR & data validation example?

- a. NO

Number of copies?

- a. 1 original & 1 copy

Is the use of ADR/EDMS required or will other systems be considered?

- a. after awarding, ADR required

Will you accept more than one data management labor rate for data management services?

- a. Yes – attachment

11). **Section 2.2 Schedule – 45 to 60 days from what trigger point?**

- a. We ask lab to send data – let us know if needed to catch up.

Do we know what labs will be doing with the analysis?

- a. Depends on AE – Corps data – validates calling lab directly? Lab will know if you wrote a bad report

Do you want separate bid sheets for

a. review of 100% of data?

NO – only for validation

b. Level iv validation?

Level 1-4 does not exist anymore.

- 12). **Does the basic report include one or multiple parameters? The cost is dependant on the number of parameters. Further details requested.**
 a. include one or multiple parameters – figure you want charged to do work.

In reference to “Indicate a premium in % each method” will the data be submitted in an electronic format or will hard copy review be required?

- a. Both – hard copy reviews best

Is the basic CQAR completed by parameters or project? The cost will be dependant on the number of parameters. Further details requested.

- a. CQAR – submit samples to primary lab
 QA lab validated? NO - We like control charts – tells if all work is done right
 50-150 acceptable

- 13). **What is role of laboratory Data Consultants?**
 a. Data Validator – develops software for CORPS Contractor

- 14). **Please clarify if the cost per Data Validation Report is based on Sample Delivery Group or based on an individual sample?**
 a. 10 sample del. Groups – 200 samples
 b. 10% validation – randomly – not 1 sample
 c. del. Group – 1 report not a report for each sample
 d. 1 sample for each SDG
 e. “Judgment on best value”

- 15). **Does a task order include a certain number of reports?**
 a. Task order is report or CQAR – 1 task order

Any particular order the proposal should be submitted?

- a. follow through direction, each amendment –fill blanks, line items- offerer represents –fill ins

Could not find the Appendix attached to the SOW as stated in the RFP, section 3.1

- a. In LCG not format contains format for report & CQAR

What is a basic report?

- a. one lump sum for basic report

Will the award be biased more towards companies that have already done work for U.S. Army of Corps?

- a. NO

For data Management does the contractor have to use the specified software?

- a. YES

- 16) **In reference to “indicate a premium in % each method”. Will the data be submitted in an electronic format or will hard copy review be required?**
 a. May be both

- 17) **Is the basic CQAR completed by parameter or project: The cost will be dependent on the number of parameters.**
 - a. By parameter

- 18) **The guidelines for the DVR involve an Analytical Results Summary Table. It is unclear whether the USACE Louisville wants all sample results tabulated (including non-detects), or just detected sample results. Please clarify**
 - a. All VALIDATED sample results detect & non-detect.

- 19) **The DVR Bid Sheet requires the Offeror to propose a “Discount of total dollar value if both DV and CQAR are done on the SAME samples” The cost column contains a \$ sign indicating a dollar value should be proposed. Should this discount be a percentage value applied to each method? Please clarify**
 - a. %

- 20) **Are we to assume that the “Basic Report” price is essentially the cost of the report preparation only? Please Clarify**
 - a. Yes

Scope of Work for**Data Validation Services****Indefinite Delivery/Indefinite Quantity (IDIQ) Contract****REVISED 07 JANUARY 2004****AMENDMENT 0003**

- 1. GENERAL:** For this solicitation, submit a sample Data Validation Report (or blank sample report) and a sample Chemical Quality Assurance Report (CQAR), or blank sample report. Submit prices and percentages on the two cost schedules/spreadsheets. The intent of the schedule is to provide a fair and reasonable price to the contractor based on the number of samples and number of analysis methods used. To determine the price for an order, the “basic report” price (see CQAR Bid Sheets) will be added to each of the appropriate methods (based on number of QA samples) to be included in the report. Each task order will have a minimum of \$1,000 and a not to exceed maximum of \$150,000. **Please provide a cost for Primary and QA-Sample data comparison in each space, which contains a dollar sign on the attached CQAR spreadsheet. Also, on the CQAR spreadsheet, please provide a percentage (premium), which will be added to the appropriate price if comparing three samples, Primary, Duplicate, and QA- Sample results, instead of two for a given method.** Evaluation of proposals will consider not only price, but also past performance and technical ability, Regulatory Compliance, Quality Control and the **ability to perform electronic data review/reporting (Data Management)** determined through the sample submissions (which will be considered proprietary and will not be released outside of the Government). It is acceptable to propose items not included in the attached spreadsheets.

The tasks associated with this statement of work are *validation of environmental laboratory data, development of Chemical Quality Assurance Reports (CQARs), and/or Data Management*. Spreadsheets with price schedules will be submitted to Louisville District and agreed to prices (after negotiations, if needed) will be the basis of the pricing on orders. If both data validation and CQAR are requested on the same data, there will be some savings, and a “Discount” item is included on the spreadsheets to indicate the decreased level of effort.

- 2. DATA VALIDATION:** Data validation is a process for evaluating, and assessing the raw data package from environmental analytical laboratories. **The validation must be conducted according to Louisville Chemistry Guideline-Version 5 (LCG-5), June 2002 or the latest version, <http://www.lrl.usace.army.mil/ed/htrw/LCGversion5.pdf>.** The QC criteria have been summarized in the Tables of “Summary of Method Objectives”, located in the LCG, under MQO Tables. Data validation will include assessment of the whole raw data package from the laboratory and preparation of the Data Review and Validation Report. The degree of data assessment will depend on the project specifics; however, it will consist mainly on a review of 100% of the data, and a 10% definitive data validation. The validation will be conducted on the Primary Analytical data, and if a CQAR is also part of an order, will be conducted concurrently with CQAR preparations. Data validation will include **review of all compounds manually integrated, and that includes the non-definitive data validation. Furthermore, data validation will include plotting of control charts for project specific surrogates, sample project matrix spike/matrix duplicate (MS/MSD) recoveries, a new mean and control limits will be generated. In addition, it will include plotting of the MRL standard recoveries on control charts.**
 - 2.1. Purpose of Data Validation:** The purpose of data validation is to determine the accuracy and precision of the laboratory procedures and data collection methods, and to determine the validity for use in a risk assessment and quality requirements. Data that has not met required standards will be flagged with appropriate designators.
 - 2.2. Schedule:** The required schedule for completion of the draft documents will normally be within 45 to 60 days (depending on volume of data to review), with final reporting within 2 weeks following review and acceptance.

- 2.3. Submittals:** The contractor will normally submit the Data Review and Validation Report in draft form to the USACE Senior Quality Assurance Chemist, (POC – Samir Mansy, Ph.D.) in Louisville District, with final documents submitted following review and acceptance. The Data Review and Validation Report will consist of the following text paragraphs/sections:

Background

Description of Work Performed

Approach and Methodology

Data Validation

Data Completeness & Data Usability

Description of Qualification

Summary of Qualification Applied

*Volatile Organic Analysis (8260B)

*Semivolatile Organic Analysis (8270C)

*Dioxins/Furans (8280/8290)

*Pesticides (8081A)

*PCBs (8082)

*Explosive Residues (8330/8095)

*Metals (6010B/7000)

*Other Analyses

Blank Contamination

Initial Calibration

Continuing Calibration Verification

Spike Recoveries

List of Data Validation Qualifications

Impact On data Quality

Description of Data Completeness Review

Data Summary Tables (Summary of Laboratory Completeness)

Cross-referenced Samples

Dilutions

Date of Extraction and Analysis

Laboratory Blanks

Surrogates

Field Blanks

Target Analytes

Cooler Receipt Forms

Laboratory Duplicates

Relative percent Differences for Field Duplicates

Matrix Spike/Matrix Spike Duplicates

Laboratory Control Samples

Summary of Field Quality Control Sample Completeness

Deficiencies in Data and any Flagging codes

Source of Deficiencies

Impact on Quality of Data

General Comments

Internal Laboratory Control Limits

Corps Finding on Overall Quality of Data

% Usability = percentage of the (total analytical data – rejected data)

Recommendation on Obtaining Additional Necessary Data

An Appendix will contain data summaries in table format with qualifiers

*Only required if listed methods are used

3. **CHEMICAL QUALITY ASSURANCE REPORTS:** Chemical Quality Assurance Reports (CQAR) details the result of evaluation and assessment of data collected from sites at various locations throughout the Louisville District Mission Area. The Contractor is requested to coordinate all necessary review of associated laboratory and analysis documentation, as needed, to determine and provide a legally defensible assessment of data quality from a subset of raw data to be provided upon award of individual orders. The data set will normally be comprised of 10% of the total samples collected in an area of concern (typically a site/project), and lab data and reports associated with Quality Assurance and Quality Control samples for these selected samples. Site visits are not anticipated. However, if it becomes necessary, the costs for the site visit will be negotiated as soon as the need becomes known.
- 3.1 Purpose:** The purpose of the CQAR is to provide the data user with a timely review and assessment of chemical data quality, through a thorough inspection and analysis of quality assurance samples and evaluation of the corresponding project sample data. The required format for the reporting and the contents are specified in LCG-5, June 2002, and in Chapter 4 of the EM 200-1-3, Oct 97:
- 3.2 Schedule:** The required schedule for completion of the draft documents will normally be within 45 to 60 days (depending on volume of data to review), with final reporting within 2 weeks following review and acceptance.
- 3.3 Submittals:** The contractor will normally submit the data evaluation with CQARs in draft form to the USACE Subject Matter Expert, (POC – Samir Mansy, Ph.D.) in the Louisville District, with final documents submitted following review and acceptance.
- 3.4 References:**
- (1) U.S. Army Corps of Engineers, *Louisville Chemistry Guideline, Version 5, 2 June 2002*.
<http://www.lrl.usace.army.mil/ed/htrw/LCGversion5.pdf>
 - (2) U.S. Army Corps of Engineers, *Engineering Manual 200-1-6, 10 October 97, Ch. 4, Chemical Quality Assurance Reports*. <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>
4. **DATA MANAGEMENT:** Contractor must have the ability to provide technical assistance and/or technical instructions, in order to manipulate or add onto existing software such as ADR/EDMS for site-specific risk assessment. Contractor must be able to provide technical assistance in setting up libraries in ADR/EDMS for risk screening. Contractor must also have the ability to set up or modify programs in order to process analytical data for use in determining remediation levels quantitatively. Data management ability is not limited to the previously indicated criteria. Total number of hours needed for these services will be negotiated at the time services are requested.
- 4.1 Training:** Contractor will be responsible for their own ADR/EDMS software training costs and will be responsible for keeping ADR software current with any and all LCG updates.
- 4.2** Contractor MUST provide the discipline/title of person/persons who will be providing Data Management services, as well as the hourly rate for each on the DVR Bid Sheet line item.
5. **POINTS OF CONTACT:** Any questions must be submitted in writing to Diana Lewis at fax number (502) 315-6195, or via email: diana.j.lewis@lrl02.usace.army.mil.
6. **NOTE: QUESTIONS SUBMITTED AFTER 30 JANUARY 2004 WILL NOT BE ACCEPTED OR ANSWERED.**

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Chemical Quality Assurance Report (CQAR)
 Bid Sheet

***REVISED 07 JANUARY 2004**
AMENDMENT 0003

1ST OPTION YEAR

Prices are additive	Assuming comparing QA to original sample								Comparing - 3-Samples (Original, Dupe, QA)
BASIC REPORT									Indicate a premium in % for each method
Number of QA Samples per method * PRICES SHALL BE BASED ON " <u>PER SAMPLE</u> "									
Analyte List/Method	1-3	4-8	9-17	18-31	32-50	51-80	81-120	121-160	
ICP Metals	\$	\$	\$	\$	\$	\$	\$	\$	%
TAL Metals	\$	\$	\$	\$	\$	\$	\$	\$	%
SVOCs	\$	\$	\$	\$	\$	\$	\$	\$	%
PNAs	\$	\$	\$	\$	\$	\$	\$	\$	%
VOCs	\$	\$	\$	\$	\$	\$	\$	\$	%
Dioxins/Furans	\$	\$	\$	\$	\$	\$	\$	\$	%
BTEX	\$	\$	\$	\$	\$	\$	\$	\$	%
TPH	\$	\$	\$	\$	\$	\$	\$	\$	%
PCBs (7 Aroclors)	\$	\$	\$	\$	\$	\$	\$	\$	%
Herbicides	\$	\$	\$	\$	\$	\$	\$	\$	%
Pesticides	\$	\$	\$	\$	\$	\$	\$	\$	%
TCLP (Complete)	\$	\$	\$	\$	\$	\$	\$	\$	%
TCLP (Single Analyte)	\$	\$	\$	\$	\$	\$	\$	\$	%
Explosives (8330, and/or GC-MS)	\$	\$	\$	\$	\$	\$	\$	\$	%
Other GC Test (per analyte)	\$	\$	\$	\$	\$	\$	\$	\$	%
Other Test (per analyte)	\$	\$	\$	\$	\$	\$	\$	\$	%

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Data Validation Report (DVR)
 Bid Sheet
 *REVISED 07 JANUARY 2004
 AMENDMENT 0003

BASE YEAR

Prices are additive	Cost per Data Validation
BASIC REPORT	\$
Analyte List/Method	
ICP Metals	\$
TAL Metals	\$
Semi Volatile Organic Compounds (SVOCs)	\$
Polynuclear Aromatic Hydrocarbons (PNAs)	\$
Volatile Organic Compounds (VOCs)	\$
Dioxins/Furans	\$
BTEX	\$
Total Petroleum Hydrocarbons	\$
PCBs (7 Aroclors)	\$
Herbicides	\$
Pesticides	\$
TCLP (Complete)	\$
TCLP (Single Analyte)	\$
Explosives (8330 and/or GC-MS)	\$
Other GC Test (per analyte)	\$
Other Test (per analyte)	\$
*Data Management/Environmental Specialist (hours to be negotiated at time service request)	\$(hrly rate)
*Discount of total dollar value if both DV and CQAR are done on the SAME samples	%

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Data Validation Report (DVR)
 Bid Sheet
***REVISED 07 JANUARY 2004**
AMENDMENT 0003

1ST OPTION YEAR

Prices are additive	Cost per Data Validation
BASIC REPORT	\$
Analyte List/Method	
ICP Metals	\$
TAL Metals	\$
Semi Volatile Organic Compounds (SVOCs)	\$
Polynuclear Aromatic Hydrocarbons (PNAs)	\$
Volatile Organic Compounds (VOCs)	\$
Dioxins/Furans	\$
BTEX	\$
Total Petroleum Hydrocarbons	\$
PCBs (7 Aroclors)	\$
Herbicides	\$
Pesticides	\$
TCLP (Complete)	\$
TCLP (Single Analyte)	\$
Explosives (8330)	\$
Other GC Test (per analyte)	\$
Other Test (per analyte)	\$
*Data Management/Environmental Specialist (hours to be negotiated at time service request)	\$(hrly rate)
*Discount of total dollar value if both DV and CQAR are done on the SAME samples	%

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Data Validation Report (DVR)
 Bid Sheet
***REVISED 07 JANUARY 2004**
AMENDMENT 0003

2ND OPTON YEAR

Prices are additive	Cost per Data Validation
BASIC REPORT	\$
Analyte List/Method	
ICP Metals	\$
TAL Metals	\$
Semi Volatile Organic Compounds (SVOCs)	\$
Polynuclear Aromatic Hydrocarbons (PNAs)	\$
Volatile Organic Compounds (VOCs)	\$
Dioxins/Furans	\$
BTEX	\$
Total Petroleum Hydrocarbons	\$
PCBs (7 Aroclors)	\$
Herbicides	\$
Pesticides	\$
TCLP (Complete)	\$
TCLP (Single Analyte)	\$
Explosives (8330)	\$
Other GC Test (per analyte)	\$
Other Test (per analyte)	\$
*Data Management/Environmental Specialist (hours to be negotiated at time service request)	\$(hrly rate)
*Discount of total dollar value if both DV and CQAR are done on the SAME samples	%

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Data Validation Report (DVR)
 Bid Sheet
 *REVISED 07 JANUARY 2004
 AMENDMENT 0003

3RD OPTION YEAR

Prices are additive	Cost per Data Validation
BASIC REPORT	\$
Analyte List/Method	
ICP Metals	\$
TAL Metals	\$
Semi Volatile Organic Compounds (SVOCs)	\$
Polynuclear Aromatic Hydrocarbons (PNAs)	\$
Volatile Organic Compounds (VOCs)	\$
Dioxins/Furans	\$
BTEX	\$
Total Petroleum Hydrocarbons	\$
PCBs (7 Aroclors)	\$
Herbicides	\$
Pesticides	\$
TCLP (Complete)	\$
TCLP (Single Analyte)	\$
Explosives (8330)	\$
Other GC Test (per analyte)	\$
Other Test (per analyte)	\$
*Data Management/Environmental Specialist (hours to be negotiated at time service request)	\$(hrly rate)
*Discount of total dollar value if both DV and CQAR are done on the SAME samples	%

Data Validation Services
 Indefinite Delivery/Indefinite Quantity (IDIQ) Contract
Data Validation Report (DVR)
 Bid Sheet
 *REVISED 07 JANUARY 2004
 AMENDMENT 0003

4TH OPTION YEAR

Prices are additive	Cost per Data Validation
BASIC REPORT	\$
Analyte List/Method	
ICP Metals	\$
TAL Metals	\$
Semi Volatile Organic Compounds (SVOCs)	\$
Polynuclear Aromatic Hydrocarbons (PNAs)	\$
Volatile Organic Compounds (VOCs)	\$
Dioxins/Furans	\$
BTEX	\$
Total Petroleum Hydrocarbons	\$
PCBs (7 Aroclors)	\$
Herbicides	\$
Pesticides	\$
TCLP (Complete)	\$
TCLP (Single Analyte)	\$
Explosives (8330)	\$
Other GC Test (per analyte)	\$
Other Test (per analyte)	\$
* Data Management/Environmental Specialist (hours to be negotiated at time service request)	\$(hrly rate)
*Discount of total dollar value if both DV and CQAR are done on the SAME samples	%

SUMMARY OF CHANGES**52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and references (including contract numbers, **THREE (3)** points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Ability

Past Performance – See 52.212-1 (10) INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2000), Past performance information.

Regulatory Compliance – Indicate the number of blanks, MS, MS/MSD, pre-digested and/or post-digested spikes, etc. Per sample preparation and analysis.

Quality Control

Data Management Capabilities

Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

(End of Summary of Changes)