

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 12/03/97	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young	CODE DAAM02	7. ADMINISTERED BY (If other than Item 6) C02(303) 289-0149	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00010596 FOSTER WHEELER ENVIRONMENTAL RMA DIVIS OF FOSTER WHEELER ENVIRONMENTAL CORP 143 UNION BLVD SUITE 1010 LAKEWOOD CO 80228-1824	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DAAM02-97-D-0012
		10B. DATED (SEE ITEM 13) 05/23/97
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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)	Mod Obligated Amount US	\$0.00
		EFT: T

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

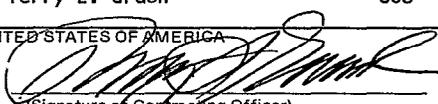
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	CHANGES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)
PURPOSE OF THIS MODIFICATION: INCORPORATE BEST AND FINAL OFFER INTO CONTRACT

A. As a result of Best and Final Offers, the contract DAAM02-97-D-0012 remains in effect, with the exception that the Best and Final Proposal dated 21 Oct 97 is incorporated in its entirety. This incorporation includes the following:

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)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Terry L. Grush C06
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
BY 	16C. DATE SIGNED 12/3/97

SF 30 CONTINUATION SHEET

1) Exhibits A-1.a-8 through A-1.a-12 Fully Burdened Time & Material Labor rates for Foster Wheeler. These rates supersede rates identified on pages B-2 through B-11 of contract.

2) Exhibits A-1.b-8 through A-1.b-12 Fully Burdened Time & Material Labor rates for Brown & Root

3) Solicitation Amendments 0001 through 0007 in their entirety

B. Date for receipt of all required contract deliverables is adjusted accordingly using the effective date of this modification (3 Dec 97).

C. Payment address of invoices is changed from Aberdeen,MD to:

Defense Finance & Accounting Service
Rock Island Operating Location
Attn: DFAS-RI-FPV (Bldg 68)
Rock Island,IL 61299-8300

D. All other terms and conditions remain the same.

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING S10		PAGE OF PAGES 1 23	
2. CONTRACT (Proc. Inst. Ident.) NO. DAAM02-97-D-0012		3. EFFECTIVE DATE 05/23/97		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W81R5U-6176-EA01			
5. ISSUED BY CODE DAAM02		6. ADMINISTERED BY (If other than Item 5) CODE					
PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young C02 (303) 289-0149							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) FOSTER WHEELER ENVIRONMENTAL RMA DIVIS OF FOSTER WHEELER ENVIRONMENTAL CORP 143 UNION BLVD SUITE 1010 LAKEWOOD CO 80228-1824				Vendor ID: 00010596		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT 00.000% 00 Net 030			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 5	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR CODE RME-A		12. PAYMENT WILL BE MADE BY CODE FPV					
REMEDIAL ACTION BRANCH A ATTN: AMCPM-RME-A ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748		DFAS-APG, COMML. PMTS. DFAS-IN/EM-BJ-V, B-310 ABERDEEN PROVING GROUNDS MD 21005-5001					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA Award Oblig Amt US\$ 0.00			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See attached Schedule(s)						
AMENDMENTS 0001,0002,0003 and 0004 ARE HEREBY INCORPORATED INTO CONTRACT							
15G. TOTAL AMOUNT OF CONTRACT \$						0.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND	
	F	DELIVERIES OR PERFORMANCE			L	OTHER STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS				EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award / contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAM02-96-R-0016 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award / contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Terry L. Grush C06 (303) 289-0458			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 23 May 97	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

CONTRACT NO. 3. SOLICITATION NO. DAAM02-96-R-0016 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 11/27/96 6. REQUISITION/PURCHASE NO. W81RSU-6176-EA01

7. ISSUED BY PHRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 CODE DAAM02 8. ADDRESS OFFER TO (If other than item 7)

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

****See Section L, Para L.L.3 SOLICITATION**

8. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in BLDG 111, ROCKY MOUNTAIN ARSENAL, CO until 1400 local time 02/10/97 (Hour) (Date)

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

10. FOR INFORMATION CALL: A. NAME Tina L. Young C02 B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (303) 289-0149

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	2	X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11				

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated points, within the time specified in the schedule.

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

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.
0001	01/09/97	
0002	01/21/97	

15A. NAME AND ADDRESS OF OFFEROR CODE See Attached FACILITY Rocky Mountain Arsenal Division of Foster Wheeler Env. Corp. 143 Union Blvd. Ste. 1010, Lakewood, CO 80228-1824 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Sam Box President and CEO

15B. TELEPHONE NO. (include area code) (201) 597-7100 17. SIGNATURE [Signature] 18. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. 2-10-97

AWARD (To be completed by Government)

18. ACCEPTED AS TO ITEMS NUMBERED 19. AMOUNT 20. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c)

21. ACCOUNTING AND APPROPRIATION 22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 23. ADMINISTERED BY (If other than item 7) CODE 24. PAYMENT WILL BE MADE BY CODE

25. NAME OF CONTRACTING OFFICER (Type or Print) 26. UNITED STATES OF AMERICA (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 2

2. AMENDMENT/MODIFICATION NO. 0007
 3. EFFECTIVE DATE 11 Sep 97
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY Contracting Office
 Building 129
 Rocky Mountain Arsenal
 Commerce City, CO 80013
 Tina L. Young
 CODE _____

7. ADMINISTERED BY (If other than Item 6) _____
 CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 ALL OFFERORS

9A. AMENDMENT OF SOLICITATION NO.
 DAAM02-96-R-0016

9B. DATED (SEE ITEM 11)
 X 27 Nov 96

10A. MODIFICATION OF CONTRACT/ORDER NO. _____

10B. DATED (SEE ITEM 13) _____

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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.

(V) 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 payment 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)

A. Solicitation DAAM02-96-R-0016, Section M, remove Page 6 and replace with Section M, Page 6 attached hereto.

B. Date for receipt of responses remains 15 Sep 97.

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) _____

15B. CONTRACTOR/OFFEROR _____

15C. DATE SIGNED _____

15D. (Signature of person authorized to sign) _____

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) _____

16B. UNITED STATES OF AMERICA

16C. _____

BY _____

16D. (Signature of Contracting Officer) _____

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 0006 11 Aug 97

6. ISSUED BY Contracting Office CODE Building 129 Rocky Mountain Arsenal Commerce City, CO 80022 Attn: Tina L. Young
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL OFFERORS
 9A. AMENDMENT OF SOLICITATION NO. (W) X DAAM02-96-R-0016
 9B. DATED (SEE ITEM 11) 27 Nov 96
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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.

(W) 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 payment and 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 applicable)

SEE ATTACHED

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in effect.
 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) BY (Signature of Contracting Officer)

Memorandum of Determination
Subject: Organizational Conflicts of Interest

Determinations:

1. I hereby determine that there are no organizational conflicts of interest or unfair competitive advantages arising out of any offerors' prior activities related to the various programs at Rocky Mountain Arsenal or the prior activity of any of their team members as identified in proposals submitted on or before 10 February 1997. Therefore, I determine that no offeror is disqualified from an award on RFP DAAM02-96-R-0016 nor is the Army required to take any mitigating action to make such award. Furthermore, it is my determination that Morrison Knudsen, which is Shell Oil Company's on-site support contractor and execution contractor for RMA, is disqualified from receipt of the PMC. This is due to the conflict of interest between the Army and Shell as Principal Responsible Parties under CERCLA, and due to its involvement in the RFP acquisition process. Also, Research Management Consultants Incorporated (RMCI), an 8(a) small business contractor, is disqualified from participation in the PMC due to its role in support for various PMRMA management projects under the "Program Integration and Quality Assurance" contract DAAM02-97-D-0002.

2. It is further determined that neither the awardee nor any team member or subcontractor for the awardee shall be eligible to perform the Records Management Support contract for RMA in order to insure the absolute integrity of the Record of the remedy for RMA.

Discussion:

3. FAR Subpart 9.5 addresses organizational conflicts of interest. FAR 9.505 General Rules in part states:

"Each individual contracting situation should be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in ... the decision on whether a significant potential conflict exists ... the ... underlying principle ... (is) ... preventing unfair competitive advantage."

FAR section is 9.505-2(b)(1) reads in part:

"If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services—or provides material leading directly, predictably, and without delay to such a work statement—that contractor may not supply

Memorandum of Determination
Subject: Organizational Conflicts of Interest

the system, major components of the system, or the services unless-- . . . (iii) More than one contractor has been involved in preparing the work statement."

4. The Statement of Work (SOW) for the RFP calls for implementation of the Record of Decision (ROD) and incorporates it by reference. The SOW focuses only on the management effort required to accomplish the ROD selected remedy. As required by the ROD, the Remedial Design Implementation Schedule (RDIS) was developed to categorize and sequence the 31 implementation projects into an enforceable schedule. The RDIS was incorporated into the solicitation SOW by reference along with the ROD. Neither the SOW nor the RDIS were written by any offeror; they were written by Army, Shell, and Morrison Knudsen personnel. Foster Wheeler, as well as other contractors, did support the preparation of the ROD, as discussed below. No offeror (the term "offeror," as used throughout this memorandum, includes the prime offeror and all identified subcontractor team members) prepared any documentation relating to the management requirements of the PMC SOW. Furthermore, no offeror was involved in the planning or preparation of any of the strategy, selection plans, the Independent Government Cost Estimate (IGCE), or any other sensitive acquisition documentation for the RFP.

5. The ROD was developed for the Army as described below:

a. The Army participated in two activities leading up to the completion of the On-Post Record of Decision. Foster Wheeler Environmental (Foster), the Army contractor for preparation of the ROD, provided environmental technical support such as air monitoring, risk characterization, process equipment removal, a bio-treatability study, and prepared the ROD documentation in accordance with the contractual requirements.

b. The first activity was the settlement negotiations that involved the U.S. Environmental Protection Agency, Shell Oil Company, U.S. Fish and Wildlife Service, U.S. Army, the Colorado Department of Public Health and Environment, and stakeholders (local governments, citizens, interested organizations). These negotiations provided the direction and agreement necessary in order to complete the ROD documentation. The governmental entities were supported by contractors: EPA was supported by contractors; Shell Oil Company was supported by Morrison Knudsen; the Colorado Department of Public Health and Environment was supported by contractors; and the US Army was supported by Foster Wheeler. None of the above contractors, other than Foster Wheeler, were either offerors or subcontractors to offerors in this procurement.

c. Foster's role for this activity was to provide technical support to the Army negotiation team on the remedial action technologies being considered and negotiated based on the

Memorandum of Determination
Subject: Organizational Conflicts of Interest

integrated endangerment assessment and feasibility study investigations conducted by numerous Army contractors, e.g., Foster Wheeler, Harding Lawson, Jacobs Engineering, Roy F. Weston, Woodward Clyde Federal Services, their subcontractors, as well as the Shell contractor (Morrison Knudsen) and its subcontractors. A Foster employee was assigned to the Army negotiation team and other technical staff from Foster provided technical backup to the negotiation team. The Foster responsibility was to provide support, in accordance with the contractual requirements, to the negotiation process for the technologies being considered. Foster Wheeler's technical support helped to develop a large number of documents, which although they do not directly affect this solicitation's requirements, are being made available to all offerors.

d. After the completion of the settlement negotiations, the Detailed Analysis of Alternatives (DAA) Report, was prepared as the final component of the Feasibility Study. The Proposed Plan, which summarized the Remedial Investigation, Endangerment Assessment and Feasibility Study, was prepared and provided for public review and comment. The finalization of both of these documents involved the participation of the Army, Shell, EPA, USFWS and Colorado, and their supporting contractors. Foster published both documents for the Parties.

e. The preparation of the ROD was then undertaken. A draft document was prepared by Foster in accordance with its understanding of the prior agreements. The draft was then used by the Army, Shell, EPA, USFWS and Colorado and their contractors to write the final version. Modification of the document was accomplished through equal participation by all the parties and their support contractors. The six-month process of writing the ROD involved a detailed assessment of all technical information and data, cost estimates, implementation durations, technical estimates (soil volumes, etc.), and other supporting information by Army, Shell, EPA, USFWS, the State of Colorado, and support contractors jointly for each remedial action considered by the ROD. This process was accomplished through the use of many technical meetings held each week with the Army, Shell, EPA, USFWS and the State of Colorado team. The detailed assessment scrutinized every assumption and element of technical data used in evaluating and selecting the remedy. This was essential in order to reach a consensus of the Army, Shell, EPA, USFWS and the State of Colorado team. Additionally, this approach resulted in a "check and balance" between the positions of the Principal Responsible Parties (Army and Shell) and the regulators (State and EPA) which resulted in the elimination of over or under estimating any assumptions, or giving unbalanced consideration to any technical data. Foster's role and responsibility was to provide technical input into the process as part of the Army team and to document the agreed upon decisions for incorporation into the ROD. Foster's ultimate responsibility was to publish the consensus ROD document, that each of those above parties had participated in creating.

Memorandum of Determination
Subject: Organizational Conflicts of Interest

f. Subsequent to the finalization of the ROD, and prior to the signing of the ROD, the Army and Shell initiated an effort to evaluate the implementation of ROD remedies, the purpose of which was to establish a remediation schedule. No offeror was involved in this planning activity. This evaluation did consider the detailed assessment of data and information performed by all the parties in finalizing the ROD. The result of the Army / Shell effort was the Remedial Design and Implementation Schedule (RDIS) which was made a public document and appended to the ROD.

g. The project estimates prepared for the Detailed Analysis of Alternatives (DAA) were for project costs, and did not include separate management estimates. Management costs were factored into the DAA estimates, but they represented a figure directed by the Army. The figure was the cost for operating the entire Program Manager for Rocky Mountain Arsenal organization. At the time the DAA was prepared (the final version is dated October 1995), it was assumed that total project management would be performed by the Army's Program Manager. All significant documentation concerning the remediation effort was in final or near final form when the decision to contract for the management of the effort was made in June 1996. Therefore, no PMC-style management estimates were prepared by Foster Wheeler or any other offeror at any time.

h. As set forth above, the development of the ROD involved a large number of contractors and other entities. The ROD did not address management methods or techniques. While the SOW calls for implementation of the ROD, it focuses only on the management effort required to do so. As part of the ROD process the RDIS was developed, which categorizes and sequences the 31 projects into an enforceable schedule. The RDIS, along with the ROD, was incorporated into the solicitation. Neither the SOW nor the RDIS were written by any offeror; they were written by Army, Shell, and Morrison Knudsen. Irrespective of any offeror's prior or current contracts at RMA, the nature of the services being procured through the RFP, namely program management, gives it no unfair advantage over other offerors.

j. I believe that prior work on prior contracts at RMA gives no offeror unfair competitive advantage. This is particularly true of the ROD effort supported by Foster Wheeler. In addition, from the discussion above, it is clear that many contractors and other entities, both private and governmental, had input to the Final Human Health Exposure Assessment for RMA, September 1990; Final Remedial Investigation Summary Report, January 1992; Final Development and Screening of Alternatives Report, December 1992; Final Human Health Exposure Assessment Addendum for RMA, December 1992; Final Integrated Endangerment Assessment/Risk Characterization Report, July 1994; and the Final Detailed Analysis of Alternatives Report, October 1995. All of these documents led to the ROD, which was in its final stages in March - May 1996, and signed in June 1996. I believe no offeror falls within the coverage of FAR 9.505-

Memorandum of Determination
Subject: Organizational Conflicts of Interest

2(b)(1) since no offeror was involved in the preparation of the SOW for the PMC, or otherwise had any opportunity to obtain sensitive information not available to other offerors or to shape the procurement of management services under this solicitation so as to create a position to favor its capabilities. However, even if the work of Foster Wheeler were covered by FAR 9.505-2(b)(1), the exception (iii) to FAR 9.505-2(b)(1) applies, because more than one contractor has been involved in the effort, and therefore no OCI or unfair competitive advantage exists.

6. We have reviewed each offeror and its identified team members and have determined that no proposing team has any unfair competitive advantage or a conflict of interest which would disqualify it from being part of an awardee's team. All teams have had access to documentation of the activities at RMA through public sources and the Rocky Technical Information Center (RTIC). Several offerors and their team members have familiarity with RMA under existing and past contract work. However, with the PMC strategy, which was a radical departure from that anticipated in the past, it was determined that such involvement was of little help in proposing on the PMC, because the past effort focused only on the remediation rather than the management of the remediation, and because all significant remediation documents were available to all offerors. Preparing an offer for the PMC would require demonstrating management abilities, past management performance, safety records, and so forth. Each offeror is discussed briefly below:

a. Foster Wheeler as an entity has had a relatively short term of experience at RMA. The firm Ebasco Incorporated held contracts from about 1984 through 1993, performing a number of environmental studies, analyses and construction of the basin F wastepile. At that time the environmental division was spun off as Enserch Environmental Corporation. In October 1994, it was acquired by Foster Wheeler. Foster Wheeler performed contract work from October 1994 through the present, including the contract for support of the Army's preparation of the ROD and other environmental projects such as the air monitoring program and risk assessments.

b. BPF, Inc. has not performed any work at RMA, although its proposal included support from a firm which has long provided audit and program consulting services for the Program Manager.

c. Jacobs Engineering has performed contracts at RMA from 1991 in which they performed a pilot structures demolition project and prepared an implementation document for disposing of old production equipment. Jacobs held a contract at RMA at the time of the Advanced Planning Briefing for Industry and continues to hold a contract at the present time for facilities maintenance, construction, logistics and motor pool operations. In addition, one of its team members for the PMC has performed work at RMA for the Fish and Wildlife Service in support of wildlife issues.

Memorandum of Determination

Subject: Organizational Conflicts of Interest

d. Fluor Daniel performed contract work from 1991 to 1995 for the EPA on the interim response action for Basin F liquids, and the Submerged Quench Incinerator project. One subcontract team member for the PMC performed environmental contract work at RMA from 1992 to 1995 for Shell Oil on the same interim response action.

e. Bechtel has not performed any work at RMA; however, several of its subcontractor team members for the PMC have performed environmental contract support at RMA including work on contaminated aquifer reports, surface water management, environmental studies, database management and the chemical analysis program.

f. Stone & Webster (Stone) has not performed any work at RMA; however, some of its subcontractor team members for the PMC have performed environmental contract support at RMA including waste management and water management support. In addition Stone has received support from prior RMA employees.

g. CH2M Hill has not performed any work at RMA; however, two of its subcontractor team members for the PMC have performed significant environmental contract support at RMA, including pilot studies, design, aquifer studies, hazardous waste management, and facilities and infrastructure maintenance. In addition one of its team members has prior RMA managerial employees on its staff.

7. In performing the review of information that lead to this decision, I or members of my team have, among other things, considered all prior Foster Wheeler (and predecessor) contracts, their SOWs and lists of documents developed under those contracts. No member of the team found any suggestion that Foster Wheeler's prior experience at RMA granted it an unfair competitive advantage. The team also examined the IGCE and SOW for this solicitation and found no indication that either was derived from Foster Wheeler's prior work in any direct, predictable manner, and without delay, such as to suggest Foster Wheeler would have an unfair competitive advantage or such that there might be conflicting roles that could bias the contractor's judgment.

a. In particular, no Foster Wheeler cost estimate, or cost estimate of any offeror or offeror's team member, was ever used in the IGCE. Any belief to the contrary is based on a misunderstanding or misperception of information communicated to them by the Government. The lump sum management cost figure which Foster Wheeler was directed by the Government to use in the Detailed Analysis of Alternatives (as discussed in paragraph 5.g. above) bears no relationship to the IGCE prepared by the acquisition team for the PMC solicitation. None of the DAA costs, including the management portion, meet the definition of source selection information in FAR 3.104-4(k). More importantly, this information could not possibly serve any value to Foster Wheeler in the preparation of its proposal under the PMC solicitation, and it is

Memorandum of Determination
Subject: Organizational Conflicts of Interest

information available to all offerors in any event. Therefore, this information could not give Foster Wheeler an unfair competitive advantage, and did not create a conflict of interest.

b. The Government is not aware of any hidden "cushion" in any cost estimate prepared by Foster Wheeler concerning this remediation effort, or any other information that might give Foster Wheeler an unfair competitive advantage. I am confident that had such a "cushion" existed it would have been exposed and removed by the detailed reviews performed by the State, EPA, Shell or the Army, and their support contractors during the DAA and ROD development process.

c. Foster Wheeler's participation in the drafting of the ROD is clearly not tantamount to drafting the PMC's SOW. Such a conclusion that the ROD is the SOW would be factually and legally baseless. Factually, the ROD is not the PMC's SOW. The ROD is a public document arrived at through the participation of many federal and state agencies, as well as several private contractors. The ROD is a comprehensive description of many possible remediation efforts for RMA. The PMC's SOW, on the other hand, concerns management of the remediation efforts described in the ROD. More importantly, drafting of the ROD did not lead directly, predictably, and without delay to inclusion of the ROD in the PMC SOW. At the time the ROD was drafted, the Government had not yet decided as to how to proceed with management of remediation efforts at RMA, and in fact expected to conduct the management of the effort itself. The decision to compete and award a program management contract was made in June 1996, at about the time the ROD was signed, but well after the work on the ROD was completed. Furthermore, the awardee of the PMC will not be allowed to perform the actual remediation work. The remediation effort must be undertaken by subcontractors to the awardee, and the contract has been structured as a time and materials contract with no fee earned on material (the subcontracted field work) so that the PMC awardee cannot benefit by manipulating the effort to its own advantage.

d. Foster Wheeler never received source selection information for this competition, and never received any other offeror's proprietary information. For this competition, RMA has ensured the security of all source selection and proprietary information. Thus, there is no basis to find a conflict of interest or unfair competitive advantage on these grounds.

e. To the extent that Foster Wheeler may have some advantage because of its prior contracts at RMA, I find that this advantage is similar to the type of advantage enjoyed by any incumbent contractor, and in particular, such an advantage is not unfair as defined by procurement statutes and regulations. Furthermore, Foster Wheeler's knowledge of operations at RMA was not meaningfully different from that of most other offerors' teams.

Memorandum of Determination
Subject: Organizational Conflicts of Interest

8. The Government has already released all documentation it has in its possession that it believes is either necessary or helpful in preparing proposals for this solicitation. Nevertheless, if any offeror believes that further documentation is desirable, I request that the offeror identify that documentation as soon as possible, and I will attempt to make it available in the RTIC. Due to the size of some documents it may not be possible to provide copies to all offerors at Government expense. In particular, the MCASES database and Primavera Schedule will be made available, although the Government does not believe that either of these documents is either necessary or desirable in creating proposals for the PMC effort. I also warn that much of the information which has not yet been released is in draft form and may be inaccurate or misleading. Offerors consider all such information at their own risk. I expect this release of information to eliminate even the perception of any organizational conflict of interest (OCI).

9. In summary, it is my finding that many offerors and their team members have had a prior association with the operation and environmental clean-up at RMA. It is my opinion, and that of the supporting acquisition team, that no offeror has any competitive advantage in preparing its PMC offer because of information it may have had access to on prior contracts or from general information growing out of its association with RMA. The RFP requires the offerors to propose a capable management organization, not the execution of the 31 implementation projects. No prior contract efforts or the ROD address management of the remedy or any particular design approach to implementation of the remediation provided for in the ROD. The management cost element of the ROD was a cost factor dictated by the government on an annual lump sum site-wide management cost basis. The fact that the PMC strategy was not decided upon until late spring 1996, after the ROD was finalized, further supports my position that no potential offeror has any unfair competitive advantage.

August 11, 1997



TERRY L. GRUSH
Contracting Officer

2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 25 JULY 97	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Contracting Office Building 129 Rocky Mountain Arsenal Commerce City, CO 80022 Attn: Tina L. Young		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL OFFERORS	(✓)	9A. AMENDMENT OF SOLICITATION NO. X DAAM02-96-R-0016
		9B. DATED (SEE ITEM 11) 27 Nov 96
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE _____	FACILITY CODE _____	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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 ACKNOWLEDGEMENT 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 separate 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 price, 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 appropriate)

SEE ATTACHED

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 effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15D. UNITED STATES OF AMERICA	15E. SIGNATURE OF CONTRACTING OFFICER

(Signature of person authorized to sign) _____ (Signature of Contracting Officer) _____

AMENDMENT 0005 HEREBY REOPENS SOLICITATION DAAM02-96-R-0016 TO ALL EVALUATED OFFERORS PARTICIPATING IN PHASE II. THE PERFORMANCE OF CONTRACT DAAM02-96-D-0012 IS ON "HOLD" PENDING THE RESULTS OF BEST AND FINAL OFFERS WHICH WILL BE REQUESTED AT A LATER DATE. THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS SOLICITATION.

A. Remove and replace the following pages:

	REMOVE	REPLACE
Section H	Pages 6 thru 11	Pages 6 thru 11
Section L	Pages 5 thru 21	Pages 5 thru 19
Section M	Pages 1 thru 6	Pages 1 thru 6
	Cost Model Disk	Revised Cost Model Disk

B. The acceptance period for proposals shall be a minimum of 120 days from the due date of Best and Final Offers (BAFOs). All revisions or changes submitted in response to the request for BAFOs shall be submitted with the same limitations as required in Section L.

C. No response is required to this amendment. Acknowledgement of this amendment will be required at the time of submittal of BAFOs.

D. The Government reserves its right to perform an audit at any time during the contract period.

SF 30 CONTINUATION SHEET

C. REMOVE SECTION H IN ITS ENTIRETY AND REPLACE WITH ATTACHMENT 03,
SECTION H.

D. IN SECTION I, MAKE THE FOLLOWING CHANGES WHICH WILL BE INCORPORATED AT
CONTRACT AWARD.

ADD: 52.232-7 PAYMENTS UNDER TIME AND MATERIALS(T&M) AND LABOR HOUR
CONTRACTS

52.243-3 CHANGES TIME AND MATERIALS OR LABOR HOUR

52.244-3 SUBCONTRACTS (T & M AND LABOR HOUR CONTRACTS)

52.249-6 (ALTERNATE V) TERMINATION COST REIMBURSEMENT

DELETE: 52.216-7 (ALTERNATE I) ALLOWABLE COST AND PAYMENT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION
CONTRACTS

52.243-2 CHANGES - COST REIMBURSEMENT

52.244-2 SUBCONTRACTS (COST REIMBURSEMENT & LETTER CONTRACTS)

52.249-6 (ALTERNATE I) TERMINATION COST REIMBURSEMENT

THE FOLLOWING FAR CLAUSES ARE ADDED FOR THE PURPOSE OF FLOW DOWN TO
SUBCONTRACTS AS DEEMED NECESSARY.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)

E. ADD THE FOLLOWING TO THE SOLICITATION, ATTACHMENT 03, STATEMENT OF
WORK:

PAGE 3, PARAGRAPH 1.2.2:

"ONLY THE KO AND THE COR, AS DETAILED IN THE COR LETTER OF
APPOINTMENT, SHALL HAVE THE AUTHORITY TO DIRECT PERFORMANCE OF THE
CONTRACTOR."

PAGE 3, PARAGRAPH 2.1.2. FIFTH SENTENCE:

"AND TO APPROVAL OF ANY NEW REPLACEMENTS."

F. ADD THE FOLLOWING TO THE SOLICITATION, ATTACHMENT 09 GOVERNMENT
FURNISHED PROPERTY, PAGE 1:

"OFFICE SPACE WILL BE PROVIDED WITH ALL NECESSARY UTILITIES."

G. WRITTEN ACKNOWLEDGEMENT OF THIS AMENDMENT IS DUE NO LATER THAN
12:00 NOON 19 MAY 97. FAILURE TO RESPOND WITHIN THE TIME FRAME SET FORTH
WILL BE INTERPRETED AS AFFIRMATION THAT THERE IS NO IMPACT TO YOUR
PROPOSAL.

INFORMATION TO ALL OFFERORS

Subject: Solicitation DAAM02-96-R-0016 Amendment 0004

We have found a statutory problem in making our solicitation/contract reflect commercial practices. The fixed percentage rate burden for direct PMC team labor costs results in a cost plus percent of cost contract system which is prohibited in government contracting. Below we describe a modification to the task order contract established in Amendment 0003 which will result in full statutory compliance.

We plan to award task orders in a modified time and material (T&M) format. Unlike the usual T&M instrument, the fee will be separated from the fixed labor rates and accumulated in the award fee pool; hence, we have a T&M award fee (T&M AF) instrument. You need to consider the ramifications of this change and determine if your cost proposal remains valid.

We intend to take your current proposal with its labor matrices, for the initial five year period, apply your proposed fixed burden percentage to the labor rates and add the proposed ODC dollar rate. The award fee pool will accumulate in the manner already set forth in the solicitation. These burdened labor rates will become the fixed contract rates for purposes of negotiation and award of T&M task order (T&M TO) for each year of the first five year period.

Materials not included in the ODC rate and subcontracted work will be direct costs (Material Costs) under the T&M task order instrument. All parts of the task order will be fully funded at time of task order award at the estimated cost of performance as the ceiling cost for the task order. The contract type and pricing arrangement now provided by the solicitation is a time and material award fee indefinite delivery/indefinite quantity task order (T&M AF ID/IQ TO) completion form contract. The task order for the PMC team is severable into one year tasks since the work is of a recurring nature (the first task will be for the approximately 4 months left in FY97; FY97 is the first year of the initial five year period).

The rates fixed for the first five year period will be renegotiated for subsequent five year period(s) as provided in the solicitation.

An example of a T&M task order coverage for a typical team member follows. Assume one of your construction engineer's actual wage is \$30 per hour, your fixed burden rate for this particular team member is 100%, your ODC rate is \$5 per hour, and your fee rate is \$5 per hour. The task order will show hours for one engineer at a fixed rate of \$65 per hour ($\$30 + 100\% \text{ burden} = \60 plus \$5 per hour ODC payment per hour). There will also be a \$5 per hour contribution to the award fee pool. A payment schedule

showing the fixed rates will be included in the T&M task order for all personnel on the PMC team. Each year (or other appropriate time period) a new task order will be negotiated based on your fixed rates for the appropriate year as proposed. If you have proposed off-site subcontracted design work, these costs will be handled as a material cost with the exception that fee will accumulate on the professional hours as provided in section H.5.1 of the RFP.

We have carefully considered these changes in the contract type and their potential impact on the requirements and provisions of the solicitation and in particular on Sections L and M as they relate to your proposal and its evaluation. We see the use of the T&M task order to be as seamless as the originally contemplated cost plus award fee contract mechanism. It preserves our objective to achieve an incentivized, effective project management contract.

We have attached hereto revised sections of the solicitation which are necessary for the T&M instrument. We see no impact on your proposal or our evaluation thereof in the non-cost evaluation areas I through IV. In the evaluation Area V, you costed the construction management effort including labor categories on a yearly basis for the first five years and proposed fixed five year burden, ODC, and fee rates. If you need to revise your cost proposal due to the change in contract type please advise us in your acknowledgment of this Amendment 0004 of the amount of time you require to revise your cost proposal.

We request your written acknowledgment of this Amendment 0004 to the solicitation no later than **1200 Noon MDT 19 May 1997**. Facsimile is requested at the following phone number: 303-289-0251. Failure to acknowledge this amendment within the time frame set forth above will be interpreted as affirmation that you do not want to revise your proposal.

Sincerely,
Terry L. Grush
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 13

2. AMENDMENT/MODIFICATION NO.

0003

3. EFFECTIVE DATE

05/02/97

4. REQUISITION/PURCHASE REQ. NO.

W81R5U-6176-EA01

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

DAAM02

7. ADMINISTERED BY (if other than Item 6)

CODE

PHRMA CONTRACTING TEAM

ATTN: AMSCB-PCR

ROCKY MOUNTAIN ARSENAL

COMMERCE CITY CO 80022-1748

Tina L. Young

C02(303) 289-0149

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000997

9A. AMENDMENT OF SOLICITATION NO.

DAAM02-96-R-0016

X

9B. DATED (SEE ITEM 11)

11/27/96

TO ALL OFFERORS

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 1 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 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.)

SOLICITATION DAAM02-96-R-0016 IS HEREBY AMENDED AS CITED BELOW AND INCLUDES ALL ATTACHMENTS.

A. REMOVE SECTION B IN ITS ENTIRETY AND REPLACE WITH ATTACHMENT 01 SECTION B.

B. REMOVE SECTION H, PAGES 6 THRU 11 AND REPLACE WITH ATTACHMENT 02 SECTION H, PAGES 6 THROUGH 12.

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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

SF 30 CONTINUATION SHEET

C. SECTION I, THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED IN FULL TEXT AND SHALL BE MADE PART OF THE CONTRACT AWARD.

FAR 52.216-0018 ORDERING (ATTACHMENT 03)

FAR 52.216-0019 ORDER LIMITATIONS (ATTACHMENT 04)

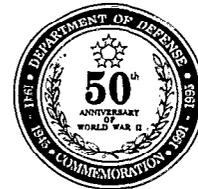
FAR 52.216-0022 INDEFINITE QUANTITY (ATTACHMENT 05)

D. THE ATTACHED "INFORMATION TO OFFERORS" LETTER IS HEREBY ATTACHED AND MADE PART OF THIS AMENDMENT 0003 (ATTACHMENT 06).

E. WRITTEN ACKNOWLEDGEMENT OF THIS AMENDMENT IS DUE NO LATER THAN 12:00 NOON MDT MONDAY, 5 MAY 97. FAILURE TO RESPOND WITHIN THE TIME FRAME SET FORTH ABOVE WILL BE INTERPRETED AS AFFIRMATION THAT THERE IS NO IMPACT TO YOUR PROPOSAL.



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



REPLY TO
ATTENTION OF:

INFORMATION TO ALL OFFERORS

2 May 97

Subject: Solicitation DAAM02-96-R-0016 Amendment 0003

Funding for the execution of the cleanup of Rocky Mountain Arsenal is appropriated by Congress annually to the Army in a funding line known as Environmental Restoration, Army (ER,A). The ER,A money is subsequently merged into other Army accounts in a manner consistent with the purposes for which the money will be expended and long standing accounting procedures of the Army. In the case of the PMC for the execution of the ROD the ER,A money is merged into Major Construction Army (MCA) and Operation and Maintenance Army (OMA) accounts. Under specific statutory direction for the ER,A appropriations, the merger into the other accounts is required and most importantly when the merger occurs, the ER,A money takes on virtually all the characteristics of the MCA or OMA money and is subject to all the statutory and regulatory restrictions of the MCA or OMA appropriations respectively.

We structured the PMC to closely reflect commercial contracting practices and to achieve a high degree of flexibility for the PMC to manage the cleanup effort in order to achieve maximal cost savings within in the limited annual funding available. The contract instrument set forth in the solicitation is a cost reimbursement award fee contract to be funded annually as appropriations become available. The contract requires development of an annual work plan which will be tailored to fit the yearly appropriation. This approach was adopted due to the impossibility to fully fund the PMC at time of award. Furthermore, the effort was viewed as a single non-severable project.

The Deputy General Counsel of the Army for Fiscal Law has now rendered a written opinion that our funding plans for the PMC amount to incremental funding. We can only incrementally fund with MCA or OMA money pursuant to specific statutory authority; no such specific statutory authority exists for the Army's environmental restoration programs. We will request through Army channels that special legislative authority be obtained to allow us the flexibility to incrementally fund the PMC.

The consequence of this opinion is to require us to change our contract from a non-severable contract for the entire effort into a task order contract wherein we will execute and fully fund task orders based on each year's annual work plan. The task orders will for the most part be a collection of fully funded severable and non-severable individual, though not independent, projects. The non-severable orders may be of multiple year duration. Any single apparently non-severable project which will exceed

DAAM02-96-R-0016 AMENDMENT 0003

ATTACHMENT 06

Readiness is our Profession

five years may have to be severed into phases due to the fact that the MCA and OMA appropriations cease to be available for disbursement after five years. We will have some flexibility to exceed the five years and other limitations on use of the annual appropriations through use of what is commonly referred to as the Special Account. This account is funded by Shell's contributions to the clean up in its position as a principal responsible party (PRP). Should we obtain the appropriate statutory authority to incrementally fund the PMC, we intend to modify the contract to return to the contractual and funding arrangements we initially contemplated.

We have carefully considered this change in the contract structure and its potential impact on the requirements and provisions of the solicitation and in particular of sections L and M as they relate to your proposal and its evaluation. It is our opinion that there is no impact. We see the use of tasks as the mechanism to fund the PMC to be as seamless as the originally contemplated incremental funding subject to appropriations approach. This constitutes only an administrative change to the annual work plan mechanism described in the solicitation. The possibility of funding discontinuities remains the same as does our ability to cover cost growths or other uncertainties with the Shell Account funding.

We see no impact on your proposal or our evaluation thereof in the non-cost evaluation areas I through IV. In evaluation area V you costed the construction management effort on a yearly basis for the first five years and proposed burden, ODC, and fee rates. We see no impact on any of these cost/pricing arrangements. A single fee pool will accumulate and will be evaluated and awarded as presently contemplated.

We have attached hereto revised Sections B, H, and I for the solicitation which will accommodate the changed contract instrument and funding mechanism. We request your written acknowledgment of Amendment 0003 to the solicitation no later than **12:00 Noon MDT, Monday, 5 May 1997**. Facsimile is requested at the following phone number: 303-289-0251. This acknowledgment must contain the following statement:

Amendment 0003 requires no revisions to our proposal as submitted on or about 10 February 1997.

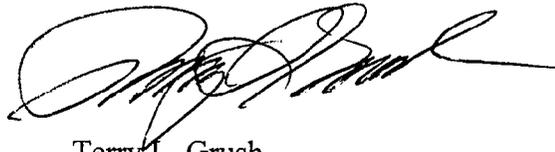
Or, in the alternative, you must explicitly state for our consideration where and why your proposal is impacted. **Do not** submit any revisions to your proposal until we expressly request revisions.

We intend to proceed promptly to selection and award unless we determine that there will be prejudice to you by not allowing you to revise your proposal.

Please be advised that only the contracting officer can make award and that verbal notification by any other individual does not constitute award.

Failure to respond within the time frame set forth above will be interpreted as affirmation that there is no impact to your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry L. Grush', with a long horizontal flourish extending to the right.

Terry L. Grush
Contracting Officer

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 01/21/97	4. REQUISITION/PURCHASE REQ. NO. W81R5U-6176-EA01	5. PROJECT NO. (If applicable)
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6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young	CODE DAAM02	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000997 ALL OFFERORS	(X)	9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016
	X	9B. DATED (SEE ITEM 11) 11/27/96
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 2 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.

(X)	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.)
NOTICE TO ALL OFFERORS

Effective immediately, the following changes are hereby incorporated into Solicitation DAAM02-96-R-0016:

A. Section I, Page I-2, Paragraph I.17 FAR 52.216-7 Allowable Cost and Payment, substitute the following Alternate I paragraph (b)(l)(iii) for paragraph (b)(1)(iii) of the basic clause:

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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

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"(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards."

B. Section K, Page K-5, Paragraph K.12 FAR 52.219-1 Small Business Program Representations (Oct 1995),(a)(2), change the Small Business Size Standard from \$13.5 Million to \$17 Million.

C. Remove Section L, Pages L-5 through L-21 and replace with the attached Section L, Pages L-5 through L-21.

D. Remove Section M in its entirety and replace with the attached Section M consisting of 6 pages.

E. Attachment 01, Page 2, delete the last item on the list, "Field Trailers."

F. Attached and considered part of this amendment 0002 is a revised cost model disc which shall supersede the disc provided at the issuance of the solicitation.

G. The following questions were addressed in Amendment 0001 but are hereby clarified and considered answered in their entirety.

No. 20. Please clarify past performance in Volumes I & II.

Answer: See the revised Sections L&M attached in this amendment 0002.

No. 35. What are the procedures if the PMC discovers ordinance?

Answer: If the PMC or its subcontractor discover ordinance during remediation, the contractor will immediately implement the Program Manager for Rocky Mountain Arsenal Emergency Response Integrated Contingency Plan. The contractor will secure the area and notify the PMRMAR Fire Dept. The PMRMAR Fire Dept. will notify the PMRMAR Law Enforcement who will notify the Installation On-Scene Commander. The PMC or its subcontractor will not be required to remove discovered ordinance.

No. 79. Is the understanding that the Award Fee Pool is calculated on all anticipated allowable contractor costs, including remediation subcontractors, but applied on the hourly fee rate proposed and awarded consistent with the approved Award Fee Plan correct?

Answer: No. The formula for accruing the award fee pool is based on direct labor hours incurred as described in Section H.5.1. However, the

baseline for determining the applicable limitations of fee is the total cost of the contract, including all remediation costs. Failure to propose a fee rate applied to direct labor hours as described in Section L may render your proposal non-responsive unless you submit a "no-fee" proposal.

No. 99. Change the answer cited in Amendment 0001 to correct the FAR cite from DFAR 252.246-5 to read FAR 52.246-5 Inspection of Services which is located in Section E of the solicitation.

No. 106. Correct the FAR cite in the answer from FAR 15.409-2 to read FAR 16.404-2 Cost Plus-Award-Fee Contracts.

H. Due to the change of Paragraph M.M.5.4 Performance Risk, amendments will be allowed for submittals to Volume II, if offeror feels changes are necessary. This amendment shall not exceed 10 pages and is due on 10 Feb 97 with the submittal of the remaining volumes of the proposal.

I. The attached pages are questions with answers received based on Amendment 0001 issued 9 Jan 97. It is hereby requested that any remaining questions regarding the solicitation DAAM02-96-R-0016 be submitted to the Contracting Officer no later than 31 Jan 97. This is necessary to ensure adequate response time by the Contracting Officer prior to submission date of proposals.

J. The date for receipt of Volume II remains 22 Jan 97 (see paragraph H above) and date for submittal of complete proposal remains 10 Feb 97.

K. All other terms and conditions not addressed in this amendment remain the same.

Solicitation DAAM02-96-R-0016 Amendment 0002 Questions and Answers

01. To the extent that Foster Wheeler is working on the Site-Wide Implementation Plan and RDIS schedules and estimates, what portion of that information will be made available to other bidders?

Answer: The RDIS was provided to all prime offerors on 11 Jan 97 at the Preproposal Conference.

02. Will PMRMA provide the five year projections for the annual construction cost estimates.

Answer: See Question 47 of Amendment 0001

03. Reference is made to page H-7, Para h.5.1 Does the term “subcontractor” in the second sentence refer to team subcontractors only or does it include competitively procured design subcontractors as well?

Answer: It includes competitively procured design subcontractors.

04. What is the contractual authority of the RVO in providing direction to the PMC? Is the PMC’s day-to-day interaction with the RVO,PMRMA, or both?

Answer: The RVO has technical oversight of the PMC. The Contracting Officer has contractual authority of the PMC.

05. Is the PMC responsible for obtaining the RCRA permit for the landfill?

Answer: The PMRMA has already obtained a CAMU designation form the State of Colorado and will also obtain a Certificate of Designation form Adams County. No additional permits are envisioned for the landfill.

06. Do separate estimates exist for timber, steel, masonry, etc. that represent quantities in structures to be demolished?

Answer: Yes

07. Reference Section L, para L.L.5.1.3. Please elaborate on what is meant by the phrase “special standards of responsibility.”

Answer: See FAR 9.104-2

08. Based upon Questions 3 & 4 of Amendment 0001, is it correct to interpret that the early start projects should not be incorporated into any mobilization and staffing plans?

Answer: Yes, that is a correct interpretation.

09. Please clarify Q/A 21 & 73 whereby the \$10M threshold for projects demonstrating project experience was to be eliminated by Amendment 0001 to the solicitation; however, the text of Section L.L.6 was not revised by Amendment 0001.

Answer: Sections L.L.6 has been corrected to eliminate the \$10M threshold.

10. Q/A 80 indicates that the small business size standard would be revised to \$17M to conform to SIC 1629, however, K.12 has not been revised.

Answer: Section K.12 has been revised to \$17 Million.

11. Please clarify the second and third sentences of H.3 (Burden Rates). We interpret the intent to be:

- A singular, separate, company-specific burden rate may be applied by each contractor and each team member performing work, including design labor/engineering, at RMA.

- A different singular, separate, company-specific burden rate, which would apply to all off-site locations, may be applied by each contractor and each team member who performs design labor/engineering or, with RVO approval, other work at contractor/team member (home office) facilities (i.e. not at RMA).

- The appropriate burden rate will be consistently applied, based on the specific company/team member and work assignment location (on-site vs. Off-site), to all personnel of each specific contractor or team member at that location.

Is this interpretation correct?

Answer: Yes, the interpretation is correct.

12. RE: L.L.8.5.2.1.f (Column 10): The instructions for the input to this column require that overtime premiums be expressed "as a percentage over and above the straight time labor rate." The government provided disc, containing exhibit B-1 PMC Staffing Matrix, has this column formatted for a dollar amount input.

Which is correct, the written instructions or the format of the disc. If the written instructions are correct, are we authorized to modify the format of the model?

Answer: The written instructions are correct therefore any modifications necessary of the model will be accepted.

13. Reference Amendment 0001, Q108. Please clarify whether the “Engineering Management” staff discussed in Question 108 should be priced as part of the WBS element 1.0 Program Management or WBS element 2.0 Design Engineering.

Answer: It is at the offeror’s discretion as long as it corresponds with the organization chart required.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 22
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 01/09/97	4. REQUISITION/PURCHASE REQ. NO. W81R5U-6176-EA01		5. PROJECT NO. (If applicable)
6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young		CODE DAAM02	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000997 ALL OFFERORS			(X)	9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016	
			X	9B. DATED (SEE ITEM 11) 11/27/96	
				10A. MODIFICATION 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 Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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>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.					
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

NOTICE TO ALL OFFERORS:

A. REMOVE THE FOLLOWING PAGES AND REPLACE WITH THE ATTACHED PAGES WHICH SHALL BE INCORPORATED INTO SOLICITATION DAAM02-96-R-0016 PER THIS AMENDMENT.

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SF 30 CONTINUATION SHEET

REMOVE		REPLACE WITH	
SECTION	PAGES	SECTION	PAGES
B	B-1	B	B-1
E	E-1	E	E-1
H	H6-H11	H	H6 THRU H11
I	ALL	I	I1 THRU I16
K	ALL	K	K1 THRU K15
L	ALL	L	L1 THRU L21
M	ALL	M	M1 THRU M6
ATTACH 03	ALL	ATTACH 03	1 THRU 12

B. THE CLOSING DATE FOR RECEIPT OF OFFERORS REMAINS 10 FEB 97 AND THE DATE FOR RECEIPT OF VOLUME 2 PERFORMANCE RISK IS DUE 22 JAN 97.

C. THE ATTACHED QUESTIONS AND ANSWERS ARE HEREBY INCORPORATED AND MADE A PART OF THIS AMENDMENT.

ROCKY MOUNTAIN ARSENAL PROGRAM MANAGEMENT CONTRACT

Executive Summary

This executive summary describes a significant Department of Army (Army) procurement for a Program Management Contract (PMC) to execute the Record of Decision (ROD) for the On-Post Operable Unit at Rocky Mountain Arsenal (RMA), Commerce City, Colorado. The Army expects this procurement action to achieve the following objectives: (1) increased competition and cost effectiveness through the use of innovation, commercial practices and industry involvement; (2) continual improvement in safety and health performance, schedules and costs and (3) accomplishment of the RMA ROD that facilitates the transition to the Rocky Mountain Arsenal National Wildlife Refuge (Refuge).

- Program Management Contract Concept

To achieve these objectives, and to satisfy the requirements set forth in the statement of work (SOW), the Army is seeking the best management and technical expertise available in the nation. Therefore, the Army requires an integrating contractor to exhibit excellence in safety, innovation, cost effectiveness, and high quality performance to achieve the Army's remediation requirements and obligations.

The Army believes that these objectives can best be achieved through execution of a contract with a business entity which will be responsible for integration and management of the RMA ROD remediation projects. This may be any legal form of business arrangement including a lead integrating company supported by teamed subcontractors named in the proposal (the combined proposing team is referred to as the Program Management Contractor (Contractor)).

- Statement of Work

The SOW for this contract is results-oriented and performance based. It focuses on the Army's required objectives to execute the RMA ROD. Innovation, commercial practices, performance based sub-contracting, acceleration of schedules through economies and efficiencies, and achieving program goals are required. The SOW is categorized into six major areas of management responsibilities:

- Engineering Management
- Procurement Management
- Construction and Demolition Management
- Site-Wide Integration Management
- Administrative Management

- Site Support Management

- Certification of Remedy Completion

Certification of remedy completion from the U.S. Environmental Protection Agency (EPA) and/or the State of Colorado is of paramount importance to the Army. The Contractor shall operate a program that complies with all ROD requirements, design specifications and applicable regulator comments to ensure that certification of remedy completion is obtained upon the Army's first request.

- Safety First

Safety performance is a major prerequisite for this contract and it must be a core value of the Contractor that is ingrained throughout its organization. This core value must also flow down to all subcontractors. There should be no difference between the contractor's corporate safety philosophy and the actual safety performance practiced by each employee in the field.

- Annual Work Plan

The Annual Work Plan (AWP) will be the primary vehicle for forecasting all the requirements planned for accomplishment in the upcoming fiscal year. An accurate, comprehensive AWP is vital to the budgeting process and to the efficient execution of the RMA ROD. The AWP, for the upcoming fiscal year, will include program objectives, milestones for identified projects, options for additional work, resource requirements and a review and analysis of the previous year's program.

- Performance Incentives

This SOW recognizes specific areas and requirements for incentivization for which the Army seeks continuous improvement. These areas may include, but not be limited to, safety performance, management, quality, exceeding schedule milestones, and cost savings.

Fee will be paid to the Contractor through an award fee pool. The contractor is encouraged to maintain an incentive plan that reflects a challenging and ambitious mechanism for managing performance of the RMA ROD-specified remedy. The contract shall be based upon a "pay for performance" concept providing for no base fee. The Contractor shall propose an incentive plan addressing how the Contractor will earn fee from the award fee pool. The specifics of this plan will be negotiated and incorporated into the contract post-award.

Restoration Data Management Information System (IRDMIS) designed and maintained by United States Army Toxic and Hazardous Materials Agency (USATHAMA); laboratory data produced from the testing of water, soil, biota, and air samples; data analysis packages (printouts and related documentation) supporting the data in the EDB; and Quality Assurance/Quality Control letters that certify the acceptability level of each laboratory sample report. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

Graphical Information System (GIS): At Rocky Mountain Arsenal, ARC/Info is used for GIS functions to generate base maps, maps of contamination plumes, surface contours, etc. A collection of map images has been established which can be called up by all users on the network to produce custom maps. Specialized programs have been written in "C" and Windows to serve as a Graphical User Interface (GUI) to the Environmental Database. A combination of computer graphics and menus are used to guide the user through a data query. In addition to the ARC/Info, an interactive surface and three-dimensional volume modeling program, Dynamic Graphics, is being used. This software is useful in demonstrating the shape, size, concentration, and movement of contamination plumes. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

GIS Centralized Map Production A centralized map production facility tied to the PMRMA Environmental Database provides the official data set which is used for map production. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.