

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 13-Apr-2021	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751		CODE W912WJ	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912WJ21Q0083	
			X	9B. DATED (SEE ITEM 11) 02-Apr-2021	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>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 CONTRACT 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.)  The purpose of this amendment is to answer technical questions and revise the Bid Schedule and Performance Work Statement. The closing date remains 14 April, 2021 at 2:00PM, EST. All other terms and conditions remain unchanged.					
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  13-Apr-2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

QUESTIONS AND ANSWERS

**1. Question:** Line items 1 and 3 correspond to a request for four toilets. Is line item 3 the charge for additional service to the equipment rental and service frequency in Line 1?

**1. Answer:** Line item 3 is the charge for one additional weekly service. This service does not include pumping. Just sanitizing of each of the units.

**2. Question:** Line items 2 and 4 correspond, however, the totals are different. Is this an error or are there additional toilets on site at the Union Village Dam location?

**2. Answer:** There is an error in line item 2. It should read Provide six (6) portable toilets, biweekly pumping, sanitizing and removal. The Bid Schedule and Performance Work Statement has been updated to reflect this information.

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

BID SCHEDULE

**PORTABLE TOILETS  
U.S. ARMY CORPS OF ENGINEERS  
NORTH HARTLAND LAKE  
UNION VILLAGE LAKE  
NORTH HARTLAND & EAST THETFORD, VT  
Performance Work Statement  
March 2021**

<b>Bid Schedule Base Year</b>				
ITEM	UNIT	QTY	UNIT PRICE	TOTAL
1. North Hartland Lake – Provide four (4) portable toilets, biweekly	Job	30		

pumping, <del>service</del> sanitizing and removal		
2. Union Village Dam – Provide six (6) portable toilets, biweekly pumping, <del>service</del> sanitizing and removal	Job	30
3. North Hartland Lake – Provide One (1) additional weekly sanitation to all Four (4) portable toilets	Job	15
4. Union Village Dam – Provide One (1) additional weekly sanitation to all Six (6) portable toilets	Job	15
		TOTAL _____

**PORTABLE TOILETS**  
**U.S. ARMY CORPS OF ENGINEERS**  
**NORTH HARTLAND LAKE**  
**UNION VILLAGE LAKE**  
**NORTH HARTLAND & EAST THETFORD, VT**  
**Performance Work Statement**  
**March 2021**

**Bid Schedule Option Year 1**

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
1. North Hartland Lake – Provide four (4) portable toilets, biweekly pumping, <del>service</del> sanitizing and removal	Job	30		
2. Union Village Dam – Provide six (6) portable toilets, biweekly pumping, <del>service</del> sanitizing and removal	Job	30		
3. North Hartland Lake – Option to Provide: One (1) additional weekly sanitation to all Four (4) portable toilets	Job	15		
4. Union Village Dam – Option to Provide: One (1) additional weekly sanitation to all Six (6) portable toilets	Job	15		
			TOTAL	_____

PERFORMANCE WORK STATEMENT

**PORTABLE TOILETS**  
**U.S. ARMY CORPS OF ENGINEERS**  
**NORTH HARTLAND LAKE**  
**UNION VILLAGE LAKE**  
**NORTH HARTLAND & EAST THETFORD, VT**  
**Performance Work Statement**  
**March 2021**

**A. GENERAL****1. Scope:**

Provide ten (10) portable toilets and all the necessary labor, equipment, and materials to clean and maintain the toilets for the duration of this contract. Four (4) portable toilets will be provided to North Hartland Lake and six (6) portable toilets will be provided to Union Village Dam.

The Performance Work Statement also includes the schedule for drop-off, pickup and biweekly cleanings of portable toilets. Services are to be provided in accordance with the following Performance Work Statement and schedule. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

Work shall be performed in a timely manner and to the satisfaction of the Technical Point of Contact.

\* Base year shall include additional sanitation service but not pumping to be performed every Wednesday throughout the duration.

**2. Location:**

There are two project locations for portable toilets:

1. **North Hartland Lake:** 112 Clay Hill Rd. North Hartland, VT 05052
2. **Union Village Dam:** 2 Main St. East, Thetford, VT 0543

\*see maps 1 and 2 for toilet placement

**3. Site Visit:**

To arrange a site visit contact the Technical Point of Contact (TPOC), Park Ranger, Scott Bockus, (802-295-2855 [scott.s.bockus@usace.army.mil](mailto:scott.s.bockus@usace.army.mil)).

**4. Schedule:**

The contract period of performance will be from 14 May 2021 to 13 May 2022. In addition, the Government may exercise one (1) option year with the same scope of services. Option year one (1) has a contract period of performance from 14 May 2022 through 30 September 2022.

Tasks are to be performed during the Service Schedule depicted in the table below. The Service Schedule is the time period when the services are expected to be performed.

**Service Schedule:**

Service Year	Start Date	End Date
Base	May 26, 2021	September 10, 2021
Option Year #1	May 25, 2022	September 9, 2022

**5. Estimated Quantities:**

The quantities and schedule shown in the specifications are estimated amounts only and are not guaranteed.

**6. Other Contracts:**

The Government may undertake or award other contracts for additional work not related to this contract, and the contractor shall fully cooperate with other contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.

**7. Safety Requirements:**

All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link:

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

Project staff reserve the right to cease work at any time should the safety of employees, contractors, and/or the public become jeopardized.

**a. Abbreviated Accident Prevention Plan:**

The Contractor shall prepare an Abbreviated Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below in paragraph C. A non-mandatory, fillable Abbreviated APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

A preparatory meeting shall be conducted by the prime contractor to discuss the Abbreviated APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

**Note:** As part of the APP and AHAs, the contractor shall include site specific COVID-19 monitoring procedures which address, at a minimum, the following elements:

- Procedures for periodic sanitation inspections.
- Procedures for disinfecting project sites in accordance with Centers of Disease Control and Prevention (CDC) guidelines.
- Site specific measures to practice social distancing while working on the project.
- Employee training on the signs, symptoms, and protection measures in accordance with CDC guidelines.
- A list of Personal Protective Equipment (PPE) to be used in accordance with CDC and state guidelines.

**b. Activity Hazard Analysis:**

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

**c. Required Personnel:**

The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

**d. Accident Reporting:**

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses, and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10<sup>th</sup> calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically. Safety is an integral part of the U.S. Army Corps of Engineers service contracting program.

**8. Pre-Work Conference:**

Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-Work Conference”. The Contractor’s Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Work Conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor’s Safety Program (including sub-contractors).
- iii. Abbreviated Accident Prevention Plan (submitted & accepted prior to start of work onsite)
- iv. Accident Reporting (ENG Form 3394)
- v. Contractor’s Equipment
- vi. Correspondence, Communication, Security and Administrative Procedures.
- vii. Invoice and payment.
- viii. COVID-19 procedures

**9. Damage to Government and Private Property:**

The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor’s operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor’s operation. The contractor shall notify the Technical Point of Contact or Project Manager immediately of damage to Government and private property and injury to any person resulting from the contractor’s operation. The contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer Directs. If the contractor fails or refuses to make such repairs or replacement, the contractor shall be liable for the cost, which may be deducted from the contract price.

**10. Equipment:**

The contractor shall provide portable toilets which meet the satisfaction of the Technical Point of Contact. In no case will dirty, damaged, stained, or poorly ventilated units be allowed. All doors on the units will close properly, and unit door locks will be in good working order. Placement of the containers at each location will be determined by the Technical Point of Contact.

**11. Permits:**



The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

**12. Environmental Protection:**

The contractor shall prevent pollution or damage to the environment resulting from this contract. All containers shall have lids and constructed to prevent leakage. The contractor will receive no additional payment for environmental protection work. Prevention of pollution and environmental damage is a contractor obligation under current State and federal Laws and regulations. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.

**13. Security:**

The contractor will comply with all established security policies at the Quechee Gorge Visitor Center. Due to periods of heightened security that may affect the access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area.

**Contractor's Personnel**

- a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.
- b. **Employee Conduct** - The Contractor shall be responsible for seeing that the firm's employees strictly comply withal CFR 36 Rules and Regulations, Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, U.S. Army Corps of Engineers personnel, or other contractors
  - ii. Recurring written and/or verbal complaints from visitors, U.S Army Corps of Engineers personnel, or other contractors.
  - iii. Unsafe operation of vehicles while on U.S. Army Corps of Engineers property.
- c. **Removal of Contractor's Employees** - The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, is incompetent, who endangers persons or property, or whose physical or

mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

#### **14. Submittals:**

Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the government prior to the commencement of any work. Initial submittals must be combined into a single document.

- Activity Hazard Analysis
- CPR/First Aid Certification (prior to start of work if two or more employees onsite)
- Abbreviated Accident Prevention Plan (APP)
- Safety Data Sheets for any products used onsite
- Number of hours worked on-site by month

#### **15. Environmentally Preferred Products:**

Products that are identified as "environmentally preferable", products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose, and bio-based will be selected over those which do not carry such designations. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product. The following factors to consider when selecting products include environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

Any designated product that is being offered or supplied under this contract shall be covered by the following environmental programs:

1. Safer Choice (formerly DfE) - Includes all-purpose and specialty cleaners, hand soaps, odor removers, and more. The contractor shall provide Safer Choice labeled products under this contract, as applicable. The contractor is encouraged to visit <https://www.epa.gov/saferchoice/products> for updated lists of qualifying products.
2. Bio Preferred - Includes air fresheners, cleaners, floor protectors, and more. The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio based content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the

complete list of designated products and the associated minimum bio based content level requirements.

3. CPG - Includes toilet paper, plastic trash bags, recycling containers, and more. Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

**16. Payment:**

The contractor will furnish the Technical Point of Contact with one monthly invoice, stating the service performed and the amount to be paid. Payment shall be made monthly for the actual service performed at the applicable contract unit price.

Invoices may be mailed to:

U.S. Army Corps of Engineers

112 Clay Hill Rd.

North Hartland, VT 05052

Or emailed to: [scott.s.bockus@usace.army.mil](mailto:scott.s.bockus@usace.army.mil)

**B. Technical Locations**

**1. North Hartland Lake:**

The contractor shall provide two (2) standard portable toilets, and two (2) handicapped portable toilets which are to be located at North Hartland Lake as directed by U.S. Army Corps of Engineers project staff. Two standard models and one handicapped model will be located at the lake recreation area. The second handicapped model will be located adjacent to the Nature Trail entrance. (see map 1)

**2. Union Village Dam:**

The contractor shall provide six (6) portable toilets to be placed on concrete pads at the different picnic areas at Union Village Dam as directed by U.S. Army Corps of Engineers project Staff. Two of the toilets will be placed side by side at the Sandy Beach picnic area. (see map 2)

**3. All portable toilets shall be placed as directed by Technical Point of Contact before being accepted. In no case will dirty, damaged, stained, or poorly ventilated units be allowed. All doors on the units will close properly, and unit door locks will be in good working order.**

**Portable Toilet Servicing**

1. Base year - Toilets will be pumped on Monday's and Friday's for a total of 30 tank services. The toilets will be sanitized on Monday's, ~~Wednesday's~~, and Friday's for a total of 15 cleanings. **An additional sanitization has been added which is to be performed on Wednesday of each week for a total of 15 cleanings.**
1. Option year 1 - The toilets will be sanitized and pumped on Monday's and Friday's for a total of 30 services.
2. The government holds the right to exercise the option to continue additional weekly sanitizations for option year 1.
3. Sanitization of the units entails cleaning of all high touch areas and interiors of each toilet with a CDC approved cleaning agent.
4. The contractor shall insure that the toilet paper dispenser in each unit has a locking mechanism to prevent the toilet paper from falling to the floor.
5. The contractor shall insure that hand sanitizer is present in each unit.
6. The contractor will clean, deodorize, and stock the units with toilet paper and hand sanitizer on Monday and Friday of each week. During the base year, Wednesdays will also be included. The contractor will be responsible for removing and disposing of ALL trash items, including diapers, found in the units while cleaning. Disposing of such items on park grounds is not acceptable.

In the event of an impoundment of floodwaters, the contractor shall be notified by U.S. Army Corps of Engineers project staff in sufficient time to remove the units from the area.

(End of Summary of Changes)