

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 29-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>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912WJ21Q0087	
		X	9B. DATED (SEE ITEM 11) 07-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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF 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 update the contract servicing schedule and extend due dates of quotes to 5 May 2021 at 2:00 PM, 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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		29-Apr-2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 29-Apr-2021 02:00 PM to 05-May-2021 02:00 PM.

The following have been modified:

PERFORMANCE WORK STATEMENT

**PORTABLE TOILET SUPPLY AND SERVICE  
U.S. ARMY CORPS OF ENGINEERS  
EAST BRIMFIELD LAKE  
PERFORMANCE WORK STATEMENT**

**A. General**

**1. Performance Requirements**

The purpose of this procurement is to obtain a portable toilet supplier to provide, service, and maintain three (3) portable toilets at East Brimfield Lake from 21 May 2021 to 6 September 2021.

**2. Location**

The East Brimfield Lake Project area is in the towns of Sturbridge, Brimfield, and Holland, Massachusetts. The East Brimfield Dam area is located at 24 Riverview Avenue, Fiskdale, Massachusetts.

**3. Site Visit**

Contact the Technical Point of Contact, (TPOC) Project Manager, Keith Beecher (978) 318-8405 or [keith.w.beecher@usace.army.mil](mailto:keith.w.beecher@usace.army.mil) to arrange a site visit.

**4. Schedule**

The period of performance is from 21 May 2021 to 6 September 2021.

**5. Safety Requirements**

a. General:

All work shall be conducted in accordance with the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual COE EM 385-1-1, 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 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)

The project staff can and will order the cessation of work at any time should the safety of employees, contractors, and/or the public become jeopardized.

b. 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. 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.

c. Activity Hazard Analysis (AHA):

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.

**Note:** As part of the APP and AHAs 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 for 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.

d. Emergency Response:

Emergency procedures shall be documented in the Abbreviated Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

e. 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.

f. 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.

g. Employee Work Hours:

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.

## 6. Security

All contractor and all associated sub-contractor's employees shall comply with applicable facility access and local security policies. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

## 7. Pre-Work Conference

Successful bidders will be required to attend a pre-work conference to be conducted by the Technical Point of Contact. This meeting will be for the purpose of discussing the policies outlined in the Performance Work Statement.

## 8. Submittals

Although the Government reviews submissions for technical data/information required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed 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 must be accepted by the Government prior to the commencement of any field activities.

- a. Abbreviated Accident Prevention Plan (APP) with Activity Hazard Analysis (AHA)
- b. Submit a work schedule for each service, with approximate times for beginning and ending of each required service listed

**9. 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.

**10. Flooding** – East Brimfield Lake is a flood reduction project. Occasional retention of floodwaters may inundate portions of Government property. Therefore, it may become necessary to close any portion of a property and delete any subsequent service for the closed property or area. Payment for the decreased service(s) will be adjusted in accordance with the Changes to Frequency and/or Quantities section below.

**11. Changes to Frequency and/or Quantities** - The Government reserves the option, should it become necessary, to decrease or increase service frequencies and/or facility quantities in any or all project areas. The Government may also, at any time during the duration of this contract, close any property or portion of the property and delete any subsequent service in the closed property or area. The Contractor shall be given adequate notification to prepare for either contingency. This decrease or increase will be deducted from or paid for in accordance with the bidding schedule or a negotiated cost. For increases in services, a formal modification will be issued, signed by the Contracting Officer prior to the performance of services. In addition, the TPOC may, on special occasions decide to reschedule a service frequency in order to avoid conflict with visitation or unnecessary expense. The quantity of frequencies of individual tasks in the contract are estimated, they are not guaranteed. A minimum of twenty-four (24) hours notification shall be given to the Contractor in such cases.

**12. Payment** – The Contractor will furnish the TPOC with one monthly invoice, stating the service performed, contract number, complete address, and the amount to be paid as is on the awarded purchase order. Contracted amounts will not be exceeded. Contractor needs to bill by bid item and track and complete NO more than specified in contract. The United States Government will not pay for these overages. Payment by the Government will only be for actual services completed.

**Remit Invoices to:**

East Brimfield Lake  
24 Riverview Ave.  
Fiskdale, MA 01518

Or Email: [keith.w.beecher@usace.army.mil](mailto:keith.w.beecher@usace.army.mil)

Fax: (508) 347-8732

**B. Technical****1. General**

The supplier shall provide, service, and maintain three (3) portable toilets at East Brimfield Lake based on the schedule below. Portable toilets shall be serviced once (1)

daily between 9:00 a.m., and 10:00 a.m. three days per week, **schedule will be coordinated with the TPOC.** ~~on Friday, Saturday, and Sunday mornings.~~

## 2. Locations

- i. Long Pond Boat Ramp, Sturbridge, MA  
Supply one (1) handicap accessible portable toilet
- ii. Lake Siog Recreation Area, Dug Hill Road, Holland, MA  
Supply two (2) handicap accessible portable toilets

\*The supplier shall meet with the TPOC on the morning of the delivery date. The TPOC will escort the supplier to the locations to help the supplier ensure the correct placement of the portable toilets.

## 3. Servicing Schedule and Requirements

- a. The portable toilet will be a self-contained unit. The supplier will stake down each unit on at least 2 opposing sides so it can withstand vandalism. The supplier will be responsible for repairing any damages incurred to the portable toilets.
- b. The portable toilets will be serviced once per day, three days per week, **schedule will be coordinated with the TPOC.** ~~on Friday, Saturday & Sunday.~~ The supplier will service the toilets between the hours of 9:00 am and 10:00 am. If the supplier cannot service the toilets at the required date and time, contact must be made with the TPOC to make other arrangements.
- c. The contractor will clean, disinfect, deodorize, and stock the units with toilet paper on each service.
- d. Each portable toilet shall contain a service record affixed to the interior of the unit which shall be used by the supplier to record the date and time when a unit has been serviced. This record will be updated each time the unit is serviced and replaced when needed.
- e. Each portable toilet will contain a waterless hand-sanitizer dispenser which shall be replenished each time a unit is serviced.
- f. Removal of loose litter found within and on the floor of the portable toilets and around five feet of the unit. Objects placed in the toilet must also be disposed of by the contractor. Proper disposal of that litter will occur off Government property.

## 4. Sustainability

All products provided by the contractor must meet the recycled content requirements

set forth by the Environmental Protection Agency. 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.

Furthermore, the contractor should also meet the BioPreferred Program requirements. 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.

## **5. Damage to Government and Private Property**

The contractor shall be responsible for restoring all Government facilities or structures damaged because of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person because of the contractor's operation. The contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

## **6. 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.

### **b. Employee Conduct**

The Contractor shall be responsible for seeing that the firm's employees strictly comply with all 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 and/or termination of the contract.

(End of Summary of Changes)