

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 19-Jul-2004	4. REQUISITION/PURCHASE REQ. NO. W58XUW-4057-8900		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE USACE, KANSAS CITY KANOPOLIS LAKE PROJECT OFFICE 105 RIVERSI MARQUETTE KS 67464		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912DQ-04-T-0068	
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 06-Jul-2004	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is being issued to add the following Area's to the solicitation: Bluff Creek, Yankee Run, and Buckeye Public Use Area's. On page 19 of 64 (Scope) under TOTAL the number of recepticles for the period of 1 April thru 30 September is changed FROM: 157 TO: 217 On page 23 of 64 The following statement is added to paragraph 2a: "If the summer holidays fall on weekends, additional services will be provided to the Bluff Creek, Yankee Run, and Buckeye on the Sunday of the weekend during the term of the contract." The following Line Items 2AF, 4AF, 6AF, 8AF, and 10AF are being added to the solicitation to read as follows: Quantity: six (6) months UNIT: MO Description: REfuse Collection and Disposal FFP Yankee Run, Bluff Creek and Buckeye Once per week (Monday)(32 gallon container) for the service period of 1 Apr thru 30 Sep					
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)		19-Jul-2004

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0002AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Refuse Collection and Disposal FFP Yankee Run, Bluff Creek, and Buckeye Once per week (Monday)(32 gallon container) for the service period of 1 Apr thu 30 Sep 2005	6	Months		
				NET AMT	<hr/>

FOB: Destination

SUBCLIN 0004AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Refuse Collection and Disposal FFP Yankee Run, Bluff Creek, and Buckeye Once per week (Monday)(32 gallon container) for the service period of 1 Apr thru 30 Sep 2006	6	Months		
				NET AMT	<hr/>

FOB: Destination

SUBCLIN 0006AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	Refuse Collection and Disposal FFP Yankee Run, Bluff Creek, and Buckeye Once Per Week (Monday)(32 gallon container) for the service period of 1Apr thru 30 Sep 2007	6	Months		

NET AMT

FOB: Destination

SUBCLIN 0008AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AF	Refuse Collection and Disposal FFP Yankee Run, Bluff Creek, and Buckeye Once per week (Monday)(32 gallon container) for the service period of 1 Apr thru 30 Sep 2008	6	Months		

NET AMT

FOB: Destination

SUBCLIN 0010AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AF	Refuse Collection and Disposal FFP Yankee Run Bluff Creek and Buckeye Once per week (Monday)(32 gallon container) for the service period 1 Apr thru 30 Sep 2009	6	Months		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0002AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0008AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0010AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been added by full text:

TECHNICAL SPECIFICATIONS REVIS

REFUSE COLLECTION
(RFQ/IFB)
NOTICE TO VENDORS

A. Vendors must bid/quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Bids/quotes received not complying with this requirement will be considered non-responsive and will be rejected.

B. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use area, other areas, or access roads thereto, being serviced by the Contract/purchase order. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract/purchase order price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above will be initially withheld until execution of an equitable adjustment can be made by contract modification.

C. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative wither at the pre-work conference, or prior to starting work on the first day of the service period.

TECHNICAL SPECIFICATIONS
REFUSE COLLECTION AND DISPOSAL
KANOPOLIS LAKE, KANSAS

1. SCOPE OF CONTRACT:

a. The services furnished under this contract shall consist of a pre-work conference, reports, meetings, worksheets, etc., and furnishing labor, equipment, and supplies as specified in, to provide, place, empty, and clean refuse containers listed below at Kanopolis Lake, near Marquette, Kansas, in accordance with the attached work standard.

b. The areas subject to refuse collection under this procurement, and the approximate number of receptacles to be serviced are as follows:

Approximate No. of Receptacles Area	2 c.y.	3 c.y.	6 c.y.	32 gal
Administration (1 Oct. thru 31 Mar.)		3		
Administration (1 Apr. thru 30 Sep.)		3		10
Riverside (1 Oct. thru 31 Mar.)		1		
Riverside (1 Apr. thru 30 Sep.)				
Venango (1 Apr. thru 30 Sep.)				135
Outlet (1 Apr. thru 30 Sep.)				12
Bluff Creek, Yankee Run, Buckeye (1 Apr thru 30 Sep)				60
gal				
TOTAL				
	1 Oct. thru 31 Mar.		4	
	1 Apr. thru 30 Sep.		8	217

* Contractor Furnished
Government Furnished

c. Size substitution of dumpsters will be permitted to the following extent: At each specified dumpster location, substitution in the size and number of dumpsters required to achieve the specified cubic yards of refuse storage may be made; however, consolidation of collection sites (locations of dumpsters within each area) will not be permitted.

d. Total refuse containers shall be subject to a variation at no change in contract price, as follows:

(1) Dumpsters: \pm 0 dumpsters

(2) Refuse containers (32 gal.): \pm 17 containers

NOTE: If any of the above variations result in deletion of the requirement of ALL services in an area, an equitable adjustment will be made by contract modification.

2. ADDITIONAL REQUIREMENTS: The following additional requirements shall be performed (see WORK STANDARDS, ADDITIONAL REQUIREMENTS):

- a. Wintertime road conditions.
- b. Litter/trash pickup within a 10 foot radius of all refuse containers.
- c. Types of refuse.
- d. Color of dumpsters

KANSAS CITY DISTRICT
CORPS OF ENGINEERS
WORK STANDARD
FOR REFUSE COLLECTION
PROCUREMENTS

The Contractor's duties and responsibilities shall be as follows:

1. **PRE-WORK CONFERENCE**: After award, but prior to commencement of work, the Contractor shall contact the Operations Manager to arrange a mutually agreeable time to meet at the Project Office for the purpose of discussing and developing a mutual understanding of the requirements and details of the work.

2. **DOCUMENTS AND CORRESPONDENCE**:

a. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative at the Project Office.

b. The Contractor shall submit, in writing, for approval of the Contracting Officer's Representative at the project, a detailed plan of operation to include equipment, personnel, refuse collection routes, and approximate time (+ 30 minutes that the crew will ENTER and LEAVE each area being serviced). The purpose of the schedule is to insure that quality assurance inspection by Government personnel is compatible with the Contractor's work schedule. The schedule shall be submitted within 15 calendar days after start of work. Any proposed deviation from the approved schedule shall be submitted in writing to the Contracting Officer's Representative for approval prior to change.

3. **WORKMANSHIP**:

a. In order to assure that the required services are performed in a strictly first-class manner, the Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement necessary to insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project no later than the first day of work. The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s). The Contracting Officer reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall represent a final decision.

b. As each AREA of the work is accomplished, the Contractor's representative at the job, or his employee(s) performing the work, shall complete that portion of the Contractor's Daily Worksheet indicating the time the refuse collection was completed. Completed worksheets shall be signed and delivered daily, as directed by the Contracting Officer or his authorized representative. Contractor Daily Worksheet forms will be furnished by the government .

c. The Contractor or his responsible individual shall meet with the Contracting Officer's Representative at the Project Office once each week, at a mutually agreed upon time, to coordinate his work schedule in compliance with the specifications and to arrange a satisfactory operating agreement.

d. All Contractor personnel shall be fully clothed, at all times, while performing these services. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers and shoes shall be worn at all times. Clothing shall be clean and neat in appearance.

e. Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

f. NOTE: Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment. The Contractor shall notify the Operations Manager within 8 hours of any such equipment failure and provide his alternate plan for collection of refuse during the repair period. Backup equipment need not be of the same type, nor meet the same requirement of the primary equipment, except as pertains to the scattering of refuse along the route; however, such equipment may be utilized only to accomplish the specified work of the contract while primary equipment is being repaired, for a period not to exceed 14 calendar days without prior approval of the Contracting Officer or his authorized representative.

4. REMOVAL AND DISPOSAL:

a. Services specified shall be performed on those days stated in DELIVERIES OR PERFORMANCE. All refuse containers shall be emptied, and all refuse shall be picked up from the immediate vicinity of the refuse containers. In addition, the Contractor shall pick up obvious and unsightly accumulations of refuse, in the course of the handling operation, shall be cleaned up immediately by the Contractor. Refuse containers, when emptied, shall be returned to their original position, a new plastic bag installed in the container (except dumpsters), and the cover reinstalled. Refuse containers that have been in the container (except dumpsters), and the cover reinstalled. Refuse containers that have been moved by visitors shall be emptied and returned to their proper location. NOTE: Contractor will not be required to empty containers inside privies, shower buildings, change houses, or comfort stations.

b. All refuse from dumpsters and refuse containers shall be transported and disposed of by the Contractor off Government property at a State-approved sanitary landfill or disposal point. All cost in connection with this work shall be borne by the Contractor.

c. When odor becomes prevalent in refuse containers, the Contractor shall wash such containers with water and detergent until the containers are clean and free of odor. Disinfectant will be applied to the containers as directed by the Contracting Officer or his authorized representative.

d. During summer months, equipment used for hauling refuse shall be thoroughly washed, cleaned, and disinfected no less than once weekly, or more frequently if needed, to keep it free of residue and odor and to present a clean appearance.

e. Contractor-furnished dumpsters (if any) shall be delivered and placed in park areas at locations designated by the Operations Manager, and shall be maintained in good repair and appearance. Damaged or unsightly dumpsters shall be removed and replaced with like units in good repair. All Contractor-furnished dumpsters shall be so constructed and equipped as to prevent accidental tip-over by the public.

f. In the event of a dispute relating to the need for cleaning equipment and/or dumpsters, the Contracting Officer's decision shall represent a final decision.

5. PERFORMANCE:

a. Refuse collection is directly related to public health and sanitation; therefore, it is essential that all refuse containers be serviced as specified. In the event that an area or containers within an area are missed or not properly serviced, the Contractor agrees to return and re-perform the missed or improperly performed services for the area or affected container(s) immediately upon receipt of such notice by the Contracting Officer or his authorized representative.

b. If it becomes apparent to the Government during the Contractor's performance that the required services may not be completed within the time-frames required herein, the Contracting Officer may require the Contractor to provide additional labor and equipment at no additional cost to the Government. Such direction will be issued to insure that required services will be completed within the time-frames specified.

6. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all Federal, State, and local laws, ordinances, statutes, and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

7. **LOST ARTICLES, VANDALISM, FACILITIES MALFUNCTION:** To assist the visiting public in reclaiming lost articles, all property left by visitors and found during the refuse collection operation shall be turned in to the Project Office where it may be claimed by the owner. Any evidence of vandalism and instances where facilities are not operating properly or are in need of repair shall be reported to Project personnel.

ADDITIONAL REQUIREMENTS

NOTE: All applicable provisions of the foregoing Work Standard shall apply to this contract. In addition, the following additional requirements shall be applicable:

1. During the winter season, the Contractor shall contact the Operations Manager any time ice or snow conditions are present on a day when refuse collection is scheduled, to determine if project roads are passable. If roads are impassable, the Contracting Officer or his authorized representative may authorize collection on an alternate day, when road conditions have improved. Payment will not be made for services prevented by hazardous road conditions unless an alternate collection date can be arranged.

2. The Contractor shall pick up all trash and litter within a ten (10) foot radius of all refuse containers (to include dumpsters).

3. The Government reserves the right to dispose of all types of non-toxic refuse (to include construction debris) in refuse containers located in the administration area.

4. Due to the high public visibility of the dumpsters in the Riverside Area, extra care shall be taken in their appearance and maintenance. They shall be dark brown in color and freshly painted when placed in use on the project. The government reserves the right to stencil (TRASH BAGS AVAILABLE FROM PARK CUSTODIAN OR PARK RANGER" on Contractor-furnished dumpsters.

DELIVERIES OR PERFORMANCE

1. EFFECTIVE DATE OF THIS INSTRUMENT:

a. This Contract (or Purchase Order) shall be effective 1 October (or date of award, if award, if later) and shall remain in full force and effect through 30 September.

b. Effective dates for full-year renewal option (if included and exercised) shall be from 1 October through 30 September of the following year.

2. PERIOD OF REQUIRED SERVICES:

a. Services shall be performed in accordance with the following schedule, between the hours of 6 a.m. and 4 p.m. for the service period of 1 October through 30 September. **“If the summer holidays fall on weekends, additional services will be provided to Bluff Creek, Yankee Run and Buckeye on the Sunday of the weekend during the term of the contract.”**

ITEMS	SCHEDULE
Every other week services	Every other Monday
Every week services	Every Monday
Twice weekly services	Every Monday and Friday
Three times per week services	Every Monday, Friday, and Sunday

NOTE: Services shall be performed once daily for all items on the following days, regardless of the above schedule:

FY-05, FY-06, FY-07, FY-08 and FY-09 - Memorial Day and the Tuesday following, July 4 and 5, and Labor Day and the Tuesday following.

3. All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

4. Refuse collection shall begin as stated above, and shall be completed in a continuous operation to promptly rid each public area of accumulated refuse.

REFUSE COLLECTION (RFQ/IFB)

CONTRACT ADMINISTRATION DATA

1. **PAYMENT:** Payment will be made monthly by the U.S. Army Corps of Engineers, Finance Center, 5722 Integrity Drive, Millington, TN 38054 in accordance with the Prompt Payment Act (Public Law 100-496). As stated in this law, the Government has 30 days after the date of invoice receipt in the correct office, or after constructive acceptance, whichever of the two dates is last. The only time constructive acceptance will be used is if actual acceptance occurs before constructive acceptance. Constructing acceptance is deemed to occur on the 7th calendar day after delivery. Under the terms of this contract, invoices are to be submitted monthly in triplicate to the U.S. Army Corps of Engineers, Kanopolis Project Office, 105 Riverside Drive, Marquette, KS 67464.

2. WITHHOLDING:

a. **NOTE: PAYMENT WILL NOT BE MADE FOR WORK NOT PERFORMED.**

b. In the event of unsatisfactory performance of specified work, the Contractor may be directed to re-perform the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work as specified, or to re-perform the work as directed, will result in withholding of payment for the portion(s) of the work not accomplished. Amounts to be withheld for work not performed will be determined by prorating the amount of services satisfactorily performed against the amount of services required.

3. **PERFORMANCE BY A THIRD PARTY OR GOVERNMENT PERSONNEL:** In addition to the above remedies for nonperformance, the Government reserves the right to cause the specified work to be performed by a their party or Government forces, and the cost incurred thereby will be levied against the Contractor. Any time Government forces are used because of Contractor's non-performance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work plus the loss of efficiency to the

Government's productivity experienced by the Government where utilized Government forces are not otherwise available to perform their normal duties. Such inefficiencies are determined as the direct cost to the Government for substitution of the Government forces removed from their normal duties computed on an hourly basis at the applicable wage rate. Government forces will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

1. GOVERNMENT-FURNISHED EQUIPMENT MATERIALS AND SUPPLIES:

a. Government-Furnished Property - The Government will furnish to the Contractor the following identified property to be used in performing the contract. When the property is delivered, the Contractor shall verify its quantity and condition in writing to the Contracting Officer or his authorized representative on Memorandum Receipt, ENG Form 4866 within 48 hours of receipt. Damages will be reported in writing to the Contracting Officer or his authorized representative within 72 hours.

<u>Item (description)</u>	<u>Quantity</u>	<u>Where Available</u>	<u>Approx. Value</u>
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NONE

b. Consumable Items – The following consumable items, exempt from accounting procedures as per EFARS 45.105(a) will be furnished to the Contractor by the Government from stock. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

1. Contractor Daily Worksheet Forms
2. 32-gallon trash bags

2. CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES: The Contractor shall furnish the following:

- a. All manpower necessary to accomplish the required work.
- b. The Contractor shall furnish to the Operations Manager, a telephone number attended during normal business hours (8 a.m. – 4:30 p.m. C.S.T.) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.
- c. The Contractor shall furnish truck(s) or trailer(s) having a gross weight not to exceed 30,000 lbs. for equipment having two axles, or 45,000 lbs. for vehicles having three axles, suitable equipped and constructed so as to prevent the scattering of refuse along the route. The equipment shall be capable of retaining all waste without leakage.
- d. The Contractor shall furnish and deliver refuse containers (dumpsters) in accordance with the service schedule. Exact location for placement of the dumpsters within each park shall be as directed by the Operations Manager.
- e. The Contractor shall furnish all detergent, disinfectant, and brushes for cleaning of refuse containers, dumpsters, trailers, and/or trucks.
- f. All contractor-furnished equipment and supplies shall be approved by the Operations Manager prior to initial use.

REFUSE COLLECTION
CHECKLIST FOR CONTRACT CLAUSES

1. FLOOD CONTROL PROJECT CLAUSE (B Page)

2. AWARD:

Award will be made as a whole to one contractor for all bid items.

Award will be made as a whole to one contractor for all bid items.

or as ____ contracts, one

contract for bid items _____, (and) a second

contract for bid items _____, (and) a third

contract for bid items _____, etc.,

whichever method is most advantageous to the Government. In the event that acceptable bids are not received for some bid items, the Government reserves the right to award contracts for bid items or combinations thereof, for which acceptable bids were received.

3. EVALUATION:

This procurement is one-year only.

This Procurement contains renewal option(s). Include option to extend clause, and option evaluation clause.

4. CONTRACT TYPE: Firm fixed-price contract/purchase order.

5. SITE VISITATION CLAUSE: (Insert in this procurement.)

Kanopolis Project Office, U.S. Army Corps of Engineers, is located approximately 11 miles NW of Marquette, Kansas, Telephone (785) 546-2294.

6. SUBCONTRACTING CONTROL STATEMENT: (Insert in this procurement.)

The low responsible bidder/quoter will be required to have Contracting Officer approval of any subcontracts in excess of \$1,000 prior to award of a contract. After award, and changes in subcontracts in excess of \$1,000 shall require Contracting Officer approval prior to award of subcontract.

7. GENERAL SAFETY REQUIREMENTS: (Include the following paragraphs.)

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

b. Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked on, or traveling slowly along roadways.

c. Any injury, property damage, equipment malfunction, or safety hazard observed by the Contractor shall be immediately reported to Project personnel.

REFUSE COLLECTION
CHECKLIST FOR CONTRACT CLAUSES (Cont'd)

8. INSURANCE STATEMENT: Add the following at the end of the insurance clause:

Information regarding State requirements may be obtained by contacting:

IOWA: Purchasing Division and General Services (Duncan MacIntyre), 515-281-5776
KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484
MISSOURI: Division of Insurance, 314-751-3365
NEBRASKA: State Insurance Department, 402-471-2201

The following have been deleted:

TECHNICAL SPECIFICATIONS

(End of Summary of Changes)