AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
0	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	21-Jul-2000		

6. ISSUED BY CODE K5P0000
CONTRACTING DIVISION
P. O. BOX 2288
109 ST. JOSEPH ST/6TH FLR

MOBILE,, AL 36628-0001

7. ADMINISTERED BY (If other than item 6) CODE DACA01
U S ARMY ENGINEER DISTRICT
MOBILE-CORPS OF ENGINEERS
109 ST. JOSEPH ST (PO BOX 2288)

MOBILE, AL 36628-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
PHILLIPS & JORDAN
Ben Turner
8940 GALL BLVD
ZEPHYRHILLS FL 33541

CODE OGGPS FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. DACW01-99-D-0047
X	10B. DATED (SEE ITEM 13) 29-Aug-1999

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 Offer ☐ 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 document; (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 THE 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Changes Clause

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to include additional items, exercise option 1, provide replacement/ revised schedule pages, clauses, and scope of work on subject contract for Debris Removal/Reduction operations after any natural or manmade catastrophe or major disaster supported by the U. S. Army Corps of Engineers.

2. Option Year 1, 29 August 2000 thru 28 August 2001 is hereby excersied in its entirety.

3. Items 021 and 015 are included as attached.

4. Old pages B-2, B-4, B-6, B-9, B-11A, B-13A, C-1, C-2, C-5, C-6, F-1, H-3, H-8, H-11, and I-38 are deleted in their entirety and replacement pages are provided. New Page C-4A isattached hereto and made a part thereof.

5. Change in Contract Amount: NONE

6. Total Contract Amount:$100,000.00

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)	
BEN R. TURNER, PRESIDENT		TONI S CARNEY / CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	7-21-00	BY Toni S. Carney (Signature of Contracting Officer)	18-Jul-2000

BASE YEAR

009	Loader, Front-end, 2 ½ yd. Capacity/Operator (Qty. Est. 1-5)	2,100	HRS	75.02	157,542.00
010	Crew Rate – day time Established in Basic NOTE: "Typical crew"	1	HR	1,159.35	1,159.35
011	Removal of Debris on Cu. Yard basis (0-15 miles to and from, each way)	1	CY	12.50	12.50
012	Removal of Debris on Cu. Yards basis (16-30 miles to and from, each way)	1	CY	16.33	16.33
013	Removal of Debris on Cu. Yards basis (31-60 miles to and from, each way)	1	CY	19.50	19.50
014	Operations Manager for C1.7.0	2400	HRS	43.84	105,216.00
015 *	Household Hazardous Waste Crew for C1.9.0	1	HR	87.98	87.98
		TOTAL			

NOTE: Above items 010 through 013 apply only to Phase I and are to be used for minimum basis for negotiations. These items will not be included in total cost. An estimated ten crews is suggested as a minimum to meet daily production rates, however offer shall include actual number of crew necessary6 to meet required daily production rate. A typical crew is composed of the following:

6 Dump trucks 16-20 yd^3 capacity

6 Dump trucks 21-30 yd^3 capacity

2 Front End Loaders

1 Foreman

4 Laborers

NOTE: For pricing, assume average distance to be 16-30 miles.

The contractor shall meet a minimum production rate of 2500 cubic Yards Per day.

1ST OPTION YEAR (CON'T)

009	Loader, Front-end, 2 ½ yd. Capacity/Operator (Qty. Est 1-5)	2,100	HRS	75.02	157,542.00
010	Crew Rate – day time	1	HR	1,159.35	1,159.35
011	Removal of Debris on Cu. Yards basis (0-15 miles to and from , each way)	1	CY	12.50	12.50
012	Removal of Debris on Cu. Yards basis (16-30 miles to and from, each way)	1	CY	16.33	16.33
013	Removal of Debris on Cu. Yards basis (31-60 miles to and from, each way)	1	CY	19.50	19.50
014	Operations manager for C1.7.0 (Qty 1)	2400	HRS	43.84	43.84
015	Household Hazardous Waste Crew for C1.9.0	1	HR	87.98	87.98
*					
	TOTAL				

	2 nd OPTION YEAR (CON"T)				
009	Loader, Front-end, 2 ½ yd. Capacity/Operator (Qty Est. 1-5)	2100	HRS	75.02	157,542.00
010	Crew Rate – day time Established in Basic NOTE: "Typical crew"	1	HR	1,159.35	1,159.35
011	Removal of Debris on Cu. Yard basis (0-15 miles to and from, each way)	1	CY	12.50	12.50
012	Removal of Debris on Cu. Yard basis (16-30 miles to and from, each way)	1	CY	16.33	16.33
013	Removal of Debris on Cu, Yard basis (31-60 miles to and from, each way)	1	CY	19.50	19.50
014	Operations Manager for C1.7.0 (Qty 1)	2400	HRS	43.84	105,216.00
015 *	Household Hazardous Waste Crew for C1.9.0	1	HR	87.98	87.98
		TOTAL			

018	Removal of Debris on Cu. Yards from Reduction site	PER	CY	3.05	3.05	
019	Removal of Debris on Cu. Yards from Reduction site	PER	CY	3.85	3.85	
020	Removal of Debris on Cu. Yards from Reduction site	PER	CY	6.75	6.75	
021	Reduction by mechanical means C2.2.8	PER	CY	$18.62	18.62	MW
		TOTAL				

NOTE: Insert for Part II, Option year 2

018	Removal of Debris on Cu. Yards from Reduction site (Qty. Est. 0-15 miles each way)	PER	CY	3.05	3.05
019	Removal of Debris on Cu. Yards from Reduction site (Qty. Est. 16-30 miles each way)	PER	CY	3.85	3.85
020	Removal of Debris on Cu. Yards from Reduction site (Qty 31-60 miles each way)	PER	CY	6.75	6.75
021	Reduction by mechanical means C2.2.8	PER	CY	$18.62	18.62
		TOTAL			

NOTE: INSERT FOR PART II, OPTION YEAR 1

018	Removal of Debris on Cu. Yards from Reduction site (0-15 miles each way)	PER	CY	3.05	3.05
019	Removal of Debris on Cu. Yards from Reduction site (Qty Est. 16-30 miles each way)	PER	CY	3.85	3.85
020	Removal of Debris on Cu. Yards from Reduction site (Qty. Est. 31-60 miles each way)	PER	CY	6.75	6.75
021	Reduction by mechanical means C2.2.8	PER	CY	$18.62	18.62
		TOTAL			

Note: Insert for Part II, Base year

Note: As a minimum, Phase II shall be consistent to keep up with the daily production rate stated in Phase I is estimated at three crews and with a minimum typical crew composed of the following:

Site Management Foreman

Night Site Management Foreman

Five Laborers with small hand tools(3 for daytime, 2 for nighttime)

Night Operation Lights and Generator

Inspection Tower

HTW area

Air Curtain Incinerator

Backhoe with thumb/operator

Dozer with Rootrake/operator

Dozer with Blade/operator

Roadgrader/Operator

Watertruck

One Grinder/Operator

Lowbed Trailer/ Tractor

PART I

SCOPE OF WORK FOR

EQUIPMENT LEASING FOR DEBRIS REMOVAL

C1.1.0 GENERAL.

C1.1.1 The purpose of Part I of this scope of work is to define the requirements for debris removal operations after any natural or man-made catastrophe or major disaster in any one of the identified regions within the U. S. Army Corps of Engineers division boundaries of South Atlantic Division (SAD), including Puerto Rico and (the Virgin Islands – **Local Contractors or Joint Ventures "Only"),** North Atlantic Division (NAD), South-western Division (SWD), Mississippi Valley Division (MVD), and Pacific Ocean Division (POD). A region will consist of a grouping of states/ territories within each of the below listed divisions: (NAD) Region (1); sub-regions (1A) New Jersey/ New York/ Pennsylvania/ Connecticut/ Rhode Island/ Massachusetts/ Vermont/ New Hampshire/ Maine, and (1B) Maryland/ Delaware/ District of Columbia/ Virginia; (SAD) Region (2); sub-regions (2A) Alabama/Georgia, (2B) Florida, (2C) North Carolina/ South Carolina (2D) Puerto Rico and (2E) Virgin Islands; (MVD) Region (3); Sub-regions, (3A) Louisiana/ Mississippi, (3B) Iowa/ Illinois/ Missouri/ North Dakota/ Minnesota/, and Wisconsin; (SWD) Region 4; sub-regions (4A) Texas, (4B) Oklahoma/ Arkansas, and (POD) Region 5; sub-region (5A) Hawaii (state). A Requirement/Indefinite delivery - indefinite quantity contract (ID-IQ) will be awarded for all of the given regions. The Requirements portion of the contract will be for a base and 2 optional **periods** with an optional ID-IQ item under each **period.** Prospective offerors can compete for any of the aforementioned regions but offerors will be limited to award of a single contract for each division. The Government reserves the right to utilize awarded contractors within each divisional area of responsibility for other states not currently identified on the bid schedule. In a MSC for which a location is not already covered but requires the issuance of a task order, the Corps of Engineers will decide which one of its on-call ACI contractors (within that Particular MSC) to send. This decision will reside strictly within the purview of the Government and will be based on assessments of contractor capability and pricing information previously furnished for their awarded area within the MSC. If an ACI firm is activated within such a location for which pricing has not already been established, any increase or decrease will be based on the revised wage determination(s) and/or mobilization expenses.

C1.2.0 SERVICES.

C1.2.1 The Contractor shall provide specified equipment, operators, and laborers for debris removal operations as specified in the bidding schedule or as negotiated under any task order. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) all equipment under this contract.

C1.2.2 The Contractor shall provide debris removal crews under the first task order issued for each disaster event for the number of days specified in the task order. The Government reserves the right to extend operations on a weekly basis. For estimating purposes, the base

period will be for 21 days, using 10 crews and the minimum daily production rate of 2500 cubic yards per day as shown on page B-2.

C1.2.3 All hourly equipment rates include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, labor, operator(s) and any other costs associated with the equipment.

C1.2.4 All hourly manpower rates include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs.

C1.2.5 The work shall consist of clearing and removing disaster generated debris as directed by the Contracting Officer's Representative (COR). Work will include: (1) loading the debris, (2) hauling the debris to an approved dumpsite, and (3) dumping the debris at a debris reduction site or as directed by the Contracting Officer.

C1.2.6 The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR.

C1.2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

C1.3.0 DUMPSITES

C1.3.1 The Contractor shall use only debris dumpsites designated by the COR.

C1.3.2 All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

* C1.4.0 PERFORMANCE SCHEDULE

C1.4.1 The Contractor shall commence mobilization immediately upon award, **(payment based on point of equipment origination)** meeting the following progress patterns: 24 Hours – 25 %, 48 hours – 50%, 72 hours – 75%, and 96 hours – 100%. This represents a minimum response schedule and does not restrict the desired 24 hour response requirement stated below. The contractor shall perform in accordance with each task order all designated work areas established by the COR and will commence debris removal operations within 24 hours of issuance of delivery order award.

C1.4.2 The Contractor shall work during daylight hours "only" for a minimum of 10 hours per day, 7 days per week.

C1.5.0 EQUIPMENT

C1.5.1 All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the truck to be filled to capacity. Truckloads will be measured by the Government and marked for its load capacity. (See section J, Attachment, appendix K-3, Tailgate fencing). Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. Once the truck(s) are rated by

C1.9.0 HANDLING AND COLLECTION OF HOUSEHOLD HAZARDOUS WASTE

*C1.9.1 Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

C1.9.2 A crew shall be designated for removal of HHW material normally consisting of a truck and two individuals with normal debris safety gear (safety glasses, hardhat, steel toe shoes, and gloves). The truck should be equipped with separate compartments, drums, or containers for the wastes. This will allow the crew to segregate those items.

C1.9.3 While every effort will be made to have the local residents separate the HHW from the other debris, if this does not happen, the crew(s) handling the normal debris removal process will need to separate any HHW as needed during collection.

C1.9.4 The HHW crew will make passes through the affected areas. A pass is defined as, a full or partial sweep of the affected area(s) in the task order as directed by the COR.

C1.9.5 Known or suspect asbestos containing material should be segregated from other debris and left in a place for a licensed Asbestos Abatement contractor to handle. Materials that should be segregated include but are not necessarily limited to: floor tiles, roofing shingles, linoleum, ceiling tiles, transite (exterior) shingles, concrete or flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and /or wall texture, and stippled or blown on surfacing materials.

C1.9.6 Any labeled hazardous waste that positively has originated from a commercial building or business should be left in place for removal by others.

C1.9.7 Once the HHW is delivered to the containment site, the wastes become hazardous and the method of handling and transporting it from the site identified in C2.7.5 of the contract for final disposal is regulated. The reason it becomes hazardous is because even though it has been somewhat segregated, each container has a mixture of different materials i.e. different types of pesticides, batteries, paints, etc. Therefore, the exact nature of the waste can no longer be determined, it must be handled as a hazardous material.

C1.9.8 Any white good containing chemicals or fluids shall be delivered to collection points defined by the COR where a person with the appropriate license or credentials shall remove the chemical or fluids.

C1.9.9 All HHW shall be delivered to collection points defined by the COR.

C2.0.0 Contractor shall be paid by the crew hour (herein defined as a truck and two individuals with normal safety gear) with an estimate of hours to complete the number of passes agreed upon with the COR prior to the execution of the task order.

PART II

SCOPE OF WORK FOR

EQUIPMENT LEASING FOR DUMPSITE MANAGEMENT

AND DEBRIS REDUCTION

C2.1.0 GENERAL:

C2.1.1 The purpose of Part II of this scope of work is to define the requirements for dumpsite management and debris reduction operations after any natural or man-made catastrophe or major disaster in any one of the identified regions within the U. S. Army Corps of Engineers divisions boundaries of South Atlantic Division (SAD), including Puerto Rico and (the Virgin Islands – **Local Contractors or Joint Ventures "Only"),** North Atlantic Division (NAD), Southwestern Division (SWD), Mississippi Valley Division (MVD), and Pacific Ocean Division (POD). A region will consist of a grouping of states/ territories within each of the divisions: (NAD) Region (1), sub-regions; (1A) New Jersey/ New York/ Pennsylvania/ Connecticut/ Rhode Island/ Massachusetts/ Vermont/ New Hampshire/ Maine, and (1B) Maryland/ Delaware/District of Columbia/ Virginia; (SAD) Region (2), sub-regions; (2A) Alabama/Georgia, (2B) Florida, (2C) North Carolina/ South Carolina (2D) Puerto Rico and (2E) the Virgin Islands; (MVD) Region 3, sub-regions; (3A) Louisiana/Mississippi, (3B) Iowa/ Illinois/ Missouri/ North Dakota/ Minnesota/ and Wisconsin; Region 4 (SWD), Sub-regions; (4A) Texas and (4B) Oklahoma/Arkansas; and Region 5 (POD), sub-region; (5A) Hawaii. A Requirements/ Indefinite delivery - indefinite quantity contract (ID-IQ) will be awarded for all of the given regions. The Requirements portion of the contract will be for a base and 2 option **periods** with an optional ID-IQ item under each **period.** Prospective offerors can compete for any of the aforementioned regions but offerors will be limited to a single contract for each division. The Government reserves the right to utilize awarded contractors within each divisional area of responsibility for other states not currently identified on the bid schedule. In a MSC for which a location is not already covered but requires the issuance of a task order, the Corps of Engineers will decide which one of its on-call ACI contractors (within that particular MSC) to send. This decision will reside strictly within the purview of the Government and will be based on assessments of contractor capability and pricing information previously furnished for their awarded area within the MSC. If an ACI firm is activated within such a location for which pricing has not already been established, any increase or decrease will be based on the revised wage determination(s) and /or mobilization expenses.

C2.2.0 SERVICES:

C2.2.1 The Contractor shall provide specified equipment, operators, and laborers for dumpsite management and debris reduction operations as specified in the bidding schedule or negotiated under a task order. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) all equipment specified under a delivery order.

C2.2.2 The Contractor shall provide labor and equipment under Part II of this contract as specified in task orders. It is contemplated that the task orders will be for 30 days with a Government option to extend operations on a weekly basis.

C2.2.3 All hourly equipment rates include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, labor, operator(s) and any other costs associated with the equipment.

C2.2.4 All hourly manpower rates include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs.

C2.2.5 The work shall consist of constructing an appropriate reduction site, managing the operations of the reduction site, perform debris reduction by air curtain incineration, and or chipping of storm generated debris as directed by the Contracting Officer's Representative (COR). A sample incineration pit drawing is provided in Section J, attachment K-2.

C2.2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. A sample Reduction site drawing is provided in Section J, attachment K-1.

C2.2.7 The contractor shall be responsible for final disposal of non-burnable debris and ash residue. Tipping fees will be the responsibility of the Government. Contractor will be responsible for returning the reduction site to original conditions, upon completion of reduction activities.

***C2.2.8 Debris shall be reduced by mechanical means using chippers, grinders, or shredders in order to reduce the number of cubic yards to be handled and disposed of. The storage area and processing area for the debris reduction operation shall be designated by the COR based upon the site opportunities and constraints. The size of the debris pile allowed at the designated location shall be specified by the COR prior to the start of debris reduction. Contractor shall be paid based upon a volumetric measurement of the reduced pile.**

C2.3.0 PERFORMANCE SCHEDULE:

C2.3.1 The Contractor shall commence mobilization immediately upon award, meeting the following progress patterns: 24 hours - 25%, 48 hours - 50%, 72 hours - 75%, and 96 hours – 100%. This represents a minimum response schedule and does not restrict the desired 24 hours response requirement stated below. The contractor shall perform in accordance with each task order all designated work areas established by the COR and will commence debris dumpsite management and reduction operations within 24 hours of issuance of delivery order awards.

C2.3.2 The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the contracting Officer.

C2.4.0 EQUIPMENT:

C2.4.1 All equipment must be in compliance with all applicable federal, state, and local rules and regulations.

C2.5.0 REPORTING:

C2.5.1 The Contractor shall submit a report to the COR by close of business each day of the term of the task order. Each report shall contain, at a minimum, the following information:

SECTION F
DELIVERIES OR PERFORMANCE

F.1 PERIOD OF CONTRACT

- The period of contract performance shall be **for one year from contract award for base period and for one additional year for option year 1, if exercised. Option period two is changed from 1 year to approximately 15 months so that the period ends on 30 November to coincide with Hurricane Season.**

F.2 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The Contractor will be required to commence work on any task order under this contract within within 1 day after the date of issuance of the order. The Contractor shall prosecute said work diligently, and shall complete each task order within the performance period prescribed in the order.

F.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within one day of contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

* (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years and 3 months**.

F.4 INDEFINITE DELIVERY-INDEFINITE QUANTITY (IDIQ) OPTION

* (a) This is a Requirements contract which includes 3 optional Indefinite Delivery-Indefinite Quantity (IDIQ) contract items that can be activated during the base and option **periods** respectively. The Government reserves the right to exercise the IDIQ at any time within each ordering period of this contract. The performance period of the ID-IQ contract will coincide with the performance period of the Requirements contract.

(b) The Government will obligate to the contractor a guaranteed minimum of $10,000.00 for the ID/IQ contract base and option years, if activated. The contractor is required to perform up to a maximum of $29,900,000.00 of services for each ID/IQ optional period, if exercised.

(End of section F)

H-8 WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.9 RATES OF WAGES

A summary of all wage determination for all states is listed in Section J. You will note at the end of the listing for each state, an overall range from the lowest to the highest wage determination is stated for all the states. The actual wage determination required will be added to each delivery order. Provided is Davis-Bacon which contain holidays, vacation pay, and in some cases an amount for fringe benefits. If fringe benefit is not stated it is already included in the rate.

H.10 CONTRACTOR RESPONSIBILITES

The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and property of others.

H.11 RELEASE OF NEWS INFORMATION

No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

H.12 CONTRACT VALUE

* The Requirements portion of the contract has a maximum of $100,000.00 for the base and each **option period**. The base and each **option period** will contain an optional IDIQ optional item in the amount of $29,900,000.00. The length of the IDIQ optional item will be concurrent with the Requirements contract period. This may result in an estimate total of $30,000,000.00 for each **ordering period** and a total contract amount of $90,000,000.00. See F.4 additional information on the IDIQ optional item.

H.13 DELETED

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

NOTE: Initial and ongoing bonding requirements must be sufficient to cover the initial minimum and the total amount o uncompleted task order(s) issued under the optional IDIQ item, if exercised. Additional bonding shall be added during performance of the contract should the value of undelivered work outstanding on the contract exceed the current performance and payment bonds level.

H.16 TASK ORDERS/OPTIONS

- (a) All task orders issued under this contract, including under the IDIQ option, must be issued within each Requirements period from the date of award of the contract or the beginning date of the additional optional **ordering periods**. The IDIQ optional item operates with the same perimeters of the scope of work, including pricing as stated for the Requirements contract.

  (b) This contract will be for a base one-year **ordering period** with options for two additional ordering periods. Options shall not be exercised prior to completion of each **ordering period.**

H.17 TASK ORDERS

Task orders may be issued on a fixed-price as well as cost reimbursement basis. Fixed-price task orders will be based on the equipment rental and labor rates on the bidding schedule. Task orders may also be priced on a cubic yard basis unless a negotiated cost basis is required.

H.18 MOBILIZATION OF ADDITIONAL CONTRACTORS

* The Government will utilize this contract for all requirements up to $100,000.00 and fully expects to exercise the IDIQ Option in the event of disaster responses with debris missions estimated in excess of the $100,000.00. The Government, however, reserves the right to mobilize additional contractors if it is determined necessary to meet disaster response mission requirements that are in excess of $100,000.00 of Requirements amount for base and each **option period**, if exercised.

H.24 HOUSEHOLD HAZARDOUS WASTE IDENTIFICATION

(a) Household Hazardous Waste (HHW) is not Hazardous Waste as defined in 40 CFR Subchapter I, Part 261, Subpart A, Section 261.3. In addition, 40 CFR Subchapter I, Part 261, Subpart A, Section 261.4 (b) gives exclusions to Solid Wastes which are not Hazardous Waste, specifically "Household Waste".

(b) Examples of HHW include, but are not limited to: batteries, waste oil, waste fuel, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

(c) Known or suspect asbestos containing materials (SACM) should be segregated from other debris and left in place for a licensed Asbestos Abatement contractor to handle at a later time. Materials that should be segregated include: floor tiles, roofing shingles, linoleum, ceiling tiles, transite (exterior shingles, concrete or flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown surfacing materials.

(d) Any labeled hazardous waste that positively originated from a commercial building or business should be segregated and left in place for removal by others.

(e) White goods are any appliance of equipment utilized in a household that need removal. These items may contain oils, Freon, or other operating chemicals or fluids that require removal from the units. The units shall be delivered to a collection point designated by the COR where removal of said elements shall be completed by a person with the appropriate license for removal of the element (i.e. Freon shall be removed by a licensed hazardous material specialist).

END OF SECTION H

small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ``make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including

evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be con-sidered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer **weekly during an event and** thereafter semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)