

|   |                                    |                            |  |  |  |  |  |                    |
|---|------------------------------------|----------------------------|--|--|--|--|--|--------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>   |                                    |                            |  | 1. REQUISITION NUMBER  |  | PAGE 1 OF 44   |  |                    |
| 2. CONTRACT NO.   |                                    | 3. AWARD/EFFECTIVE DATE    | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br>W9126G-04-T-0115             |  | 6. SOLICITATION ISSUE DATE<br>01-Jun-2004            |                    |
| 7. FOR SOLICITATION INFORMATION CALL:   |                                    | a. NAME<br>PAUL S RACICOT  |  |  | b. TELEPHONE NUMBER (No Collect Calls)<br>254-939-1829 |  | 8. OFFER DUE DATE/LOCAL TIME<br>11:59 AM 30 Jul 2004 |                    |
| 9. ISSUED BY<br><br>LITTLE RIVER PROJ OFC<br>ATTN: CESWF-OD-LR<br>3110 FM 2271<br>BELTON TX 76513-6522<br><br>TEL: 254-939-1829<br>FAX: 254-939-8061  |                                    | CODE<br>DACW63             | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input checked="" type="checkbox"/> SET ASIDE: 100% FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV. BUSINESS<br><input type="checkbox"/> 8(A)<br><br>SIC: 7999<br>SIZE STANDARD: \$6.0 Million |  |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE |  | 12. DISCOUNT TERMS |
| 15. DELIVER TO<br><br><b>SEE SCHEDULE</b>   |                                    | CODE                       | 16. ADMINISTERED BY  |  |  |  | CODE   |                    |
| 17a. CONTRACTOR/ OFFEROR<br><br>TEL.  |                                    | CODE                       | 18a. PAYMENT WILL BE MADE BY   |  |  |  | CODE   |                    |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>   |                                    | FACILITY CODE              | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |  |  |  |  |                    |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/ SERVICES |                            |  | 21. QUANTITY   | 22. UNIT   | 23. UNIT PRICE   | 24. AMOUNT   |                    |
| <b>SEE SCHEDULE</b>   |                                    |                            |  |  |  |  |  |                    |
| 25. ACCOUNTING AND APPROPRIATION DATA   |                                    |                            |  |  |  | 26. TOTAL AWARD AMOUNT   |  |                    |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.  |                                    |                            |  |  |  | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                   |  |                    |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.  |                                    |                            |  |  |  | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                   |  |                    |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.<br><input checked="" type="checkbox"/> |                                    |                            |  | 29. AWARD OF CONTRACT: REFERENCE<br><input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |  |  |  |                    |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |                                    |                            | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |  |  | 31c. DATE SIGNED   |  |                    |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)  |                                    | 30c. DATE SIGNED           | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br><br>TEL: EMAIL:  |  |  |  |  |                    |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  |                                    |                            | 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  | 34. VOUCHER NUMBER                                     | 35. AMOUNT VERIFIED CORRECT FOR  |  |                    |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE   |                                    | 32c. DATE                  | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  |  | 37. CHECK NUMBER   |  |                    |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |                                    |                            | 38. S/R ACCOUNT NUMBER   |  | 39. S/R VOUCHER NUMBER                                 | 40. PAID BY  |  |                    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |                                    | 41c. DATE                  | 42a. RECEIVED BY (Print)   |  |  |  |  |                    |
|   |                                    |                            | 42b. RECEIVED AT (Location)  |  |  |  |  |                    |
|   |                                    | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS  |  |  |  |  |                    |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001    | WINTER GATE ATTENDANT SERVICES<br>FFP<br>FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT (UNLESS OTHERWISE NOTED) TO PROVIDE GATE ATTENDANT SERVICES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND BID SHEETS FOR VARIOUS PARKS AND PERIODS LOCATED THROUGHOUT THE LITTLE RIVER PROJECT OFFICE LAKES. | 1        | Lump Sum |            |        |

MULTIPLE AWARDS WILL BE MADE FROM THIS SOLICITATION.

AWARDS WILL BE BASED ON BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE PRICE AND PAST PERFORMANCE AND OR PRIOR EXPERIENCE. ISSUANCE OF PURCHASE ORDERS WILL BE MADE IN THE ORDER WHICH IS MOST ADVANTAGEOUS TO THE GOVERNMENT. IF A VENDOR DECLINES TO ACDCPT A PURCHASE ORDER FOR A PARK, THE VENDOR WILL NOT BE CONSIDERED FOR ANY OTHER AWARDS OFFERED IN THE SOLICITATION. ONLY ONE OFFER WILL BE MADE BY THE GOVERNMENT.

SEE ATTACHED SPECIFICATIONS AND BID SHEETS.

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NET AMT

FOB: Destination

VENDOR INFORMATION SHEET

Little River Project Office Lakes

\*\*THIS MUST BE COMPLETED AND RETURNED WITH YOUR QUOTATION\*\*

NAME: Person #1 \_\_\_\_\_

Person # 2 \_\_\_\_\_

**IN THE EVENT OF AWARD, ISSUE PURCHASE ORDER TO:**

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

Social Security Numbers : Person #1 \_\_\_\_\_

Person #2 \_\_\_\_\_

PHONE NUMBER \_\_ (\_\_\_\_) \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_ CAGE CODE NUMBER \_\_\_\_\_

**PRESENT/FORMER (If retired) OCCUPATION:**

Person #1 \_\_\_\_\_

Person #2 \_\_\_\_\_

**PREVIOUS EXPERIENCE AS GATE ATTENDANT: (Location, Supervisor and phone number)  
ADDITIONAL PAPER CAN BE USED.**

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**EXPERIENCE WITH COMPUTER EQUIPMENT/PROGRAMS: (check all that apply)**

|   | Person # 1 | Person #2 |
|---|------------|-----------|
| Cash Register                                 | _____      | _____     |
| Automated User Permit System (AUPS)           | _____      | _____     |
| National Recreation Reservation System (NRRS) | _____      | _____     |

**SIGNATURES:**

Person #1 \_\_\_\_\_ Person #2 \_\_\_\_\_

BELTON/STILLHOUSE BID SCHEDULE

**BELTON LAKE  
GATE ATTENDANT CONTRACT BID SHEET**

Contract Gate Attendant Services at the following parks on Belton Lake for the period 1 October 2004 through 31 March 2005.

| Item # | Attendant Position             | Est. No. Days | Bid Per Day | Total Cost |
|--------|--------------------------------|---------------|-------------|------------|
| BN08a  | Westcliff Park<br>3-Day - Base | 78 X          | \$ _____ =  | \$ _____   |

**STILLHOUSE HOLLOW LAKE  
GATE ATTENDANT CONTRACT BID SHEET**

Contract Gate Attendant Services at the following parks on Stillhouse Hollow Lake for the period 1 October 2004 through 31 March 2005.

| Item # | Attendant Position           | Est. No. of Days | Bid Per Day | Total    |
|--------|------------------------------|------------------|-------------|----------|
| SH02a  | Union Grove 3-<br>Day - Base | 78 X             | \$ _____ =  | \$ _____ |

NOTE: These contracts currently do not have option periods.

CANYON LAKE BID SCHEDULE

Canyon Lake - Bid Sheet - Winter Season

| <u>Item #/Description</u>             | <u>Est. Quantity</u>              | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---------------------------------------|-----------------------------------|-------------|-------------------|--------------|
| <hr/>                                 |                                   |             |                   |              |
| <b>0001</b>                           |                                   |             |                   |              |
| <b>Potters Creek A-Shift (BASE)</b>   | 90                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 04 – 31 Mar 05                 |                                   |             |                   |              |
| <b>0001A</b>                          |                                   |             |                   |              |
| <b>Potters Creek A-Shift (OPTION)</b> | 90                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 05 – 31 Mar 06 (Option)        |                                   |             |                   |              |
|                                       | <b>Total Base + Option Period</b> |             | \$ _____          |              |
| <hr/>                                 |                                   |             |                   |              |
| <b>0002</b>                           |                                   |             |                   |              |
| <b>Potters Creek B-Shift (BASE)</b>   | 92                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 04 – 27 Mar 05                 |                                   |             |                   |              |
| <b>0002A</b>                          |                                   |             |                   |              |
| <b>Potters Creek B-Shift (OPTION)</b> | 92                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 05 – 27 Mar 06 (Option)        |                                   |             |                   |              |
|                                       | <b>Total Base + Option Period</b> |             | \$ _____          |              |
| <hr/>                                 |                                   |             |                   |              |
| <b>0003</b>                           |                                   |             |                   |              |
| <b>Cranes Mill A-Shift (BASE)</b>     | 90                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 04 – 31 Mar 05                 |                                   |             |                   |              |
| <b>0003A</b>                          |                                   |             |                   |              |
| <b>Cranes Mill A-Shift (OPTION)</b>   | 90                                | Day         | \$ _____          | \$ _____     |
| 01 Oct 05 – 31 Mar 06 (Option)        |                                   |             |                   |              |
|                                       | <b>Total Base + Option Period</b> |             | \$ _____          |              |
| <hr/>                                 |                                   |             |                   |              |



GEORGETOWN LAKE BID SCHEDULE  
**BID SCHEDULE: GATE ATTENDANT CONTRACT SERVICES  
AT GEORGETOWN LAKE**

| Item #                   | Attendant Position                             | Est.<br># of<br>Days |   | Bid Per<br>Day |                                 | Total<br>Cost |
|--------------------------|--|----------------------|---|----------------|---------------------------------|---------------|
| 001                      | CEDAR BREAKS Shift<br>1 (4-Day)                | 92                   | X | \$ _____       | = \$ _____                      |               |
| 01 OCT 04 THRU 31 MAR 05 |  |                      |   |                |                                 |               |
| 002                      | OPTION YEAR<br>CEDAR BREAKS Shift<br>1 (4-Day) | 92                   | X | \$ _____       | = \$ _____                      |               |
| 01 OCT 05 THRU 31 MAR 06 |  |                      |   |                |                                 |               |
|                          |  |                      |   |                | <b>Total Base &amp; Option:</b> | \$ _____      |
| 003                      | CEDAR BREAKS Shift<br>2 (4-Day))               | 90                   | X | \$ _____       | = \$ _____                      |               |
| 01 OCT 04 THRU 31 MAR 05 |  |                      |   |                |                                 |               |
| 004                      | OPTION YEAR<br>CEDAR BREAKS Shift<br>2 (4-Day) | 90                   | X | \$ _____       | = \$ _____                      |               |
| 01 OCT 05 THRU 31 MAR 06 |  |                      |   |                |                                 |               |
|                          |  |                      |   |                | <b>Total Base &amp; Option:</b> | \$ _____      |
| 005                      | JIM HOGG PARK<br>Shift 1 (4-Day)               | 92                   | X | \$ _____       | = \$ _____                      |               |
| 01 OCT 04 THRU 31 MAR 05 |  |                      |   |                |                                 |               |

| Item #                          | Attendant Position                              | Est.<br># of<br>Days |   | Bid Per<br>Day |            | Total<br>Cost |
|---------------------------------|---|----------------------|---|----------------|------------|---------------|
| 006                             | OPTION YEAR<br>JIM HOGG PARK<br>Shift 1 (4-Day) | 92                   | X | \$ _____       | = \$ _____ |               |
| 01 OCT 05 THRU 31 MAR 06        |   |                      |   |                |            |               |
| <b>Total Base &amp; Option:</b> |   |                      |   |                |            | \$ _____      |

|                          |                                  |    |   |          |            |  |
|--------------------------|----------------------------------|----|---|----------|------------|--|
| 007                      | JIM HOGG PARK<br>Shift 2 (4-Day) | 90 | X | \$ _____ | = \$ _____ |  |
| 01 OCT 04 THRU 31 MAR 05 |                                  |    |   |          |            |  |

|                                 |   |    |   |          |            |          |
|---------------------------------|---|----|---|----------|------------|----------|
| 008                             | OPTION YEAR<br>JIM HOGG PARK<br>Shift 2 (4-Day) | 90 | X | \$ _____ | = \$ _____ |          |
| 01 OCT 05 THRU 31 MAR 06        |   |    |   |          |            |          |
| <b>Total Base &amp; Option:</b> |   |    |   |          |            | \$ _____ |

|                          |            |     |   |          |            |  |
|--------------------------|------------|-----|---|----------|------------|--|
| 009                      | TEJAS PARK | 156 | X | \$ _____ | = \$ _____ |  |
| 01 OCT 04 THRU 31 MAR 05 |            |     |   |          |            |  |

|                                 |            |     |   |          |            |          |
|---------------------------------|------------|-----|---|----------|------------|----------|
| 010                             | TEJAS PARK | 156 | X | \$ _____ | = \$ _____ |          |
| 01 OCT 05 THRU 31 MAR 05        |            |     |   |          |            |          |
| <b>Total Base &amp; Option:</b> |            |     |   |          |            | \$ _____ |

POINT OF CONTACT FOR GEORGETOWN LAKE IS OLEN BURDITT, 512/930-2283

GRANGER LAKE BID SCHEDULE

**Granger Lake Bid Sheet**

| <b>Item #</b>                           | <b>Attendant Position</b> | <b>Est. # of Days</b> |          | <b>Bid Per Day</b> |            | <b>Total Cost</b> |
|---|---------------------------|-----------------------|----------|--------------------|------------|-------------------|
| <b>GA001</b>                            | <b>Friendship Park</b>    | <b>134</b>            | <b>X</b> | \$ _____           | = \$ _____ | _____             |
| 01-OCT-04 Thru 31-MAR-05                |                           |                       |          |                    |            |                   |
| <b>GA001A</b>                           | <b>Friendship Park</b>    | <b>133</b>            | <b>X</b> | \$ _____           | = \$ _____ | _____             |
| OPTION YEAR<br>01-OCT-05 THRU 31-MAR-06 |                           |                       |          |                    |            |                   |
| <b>TOTAL FOR BOTH YEARS: \$</b>         |                           |                       |          |                    |            | _____             |

|   |                      | <b>Est. # Days</b> |          | <b>Bid Per Day</b> |            | <b>Total Cost</b> |
|---|----------------------|--------------------|----------|--------------------|------------|-------------------|
| <b>GA002</b>                            | <b>Wilson H. Fox</b> | <b>136</b>         | <b>X</b> | \$ _____           | = \$ _____ | _____             |
| 01-OCT-04 Thru 31-MAR-05                |                      |                    |          |                    |            |                   |
| <b>GA002A</b>                           | <b>Wilson H. Fox</b> | <b>136</b>         | <b>X</b> | \$ _____           | = \$ _____ | _____             |
| OPTION YEAR<br>01-OCT-05 THRU 31-MAR-06 |                      |                    |          |                    |            |                   |
| <b>TOTAL FOR BOTH YEARS: \$</b>         |                      |                    |          |                    |            | _____             |

LRPO SOW  
CESWF-OD-LR

01 October 2004

U.S. Army Corps of Engineers  
Little River Project Office (LRPO)  
Gate Attendant Scope of Work & Responsibility  
For All Lake Offices

**1. GENERAL:**

The services to be accomplished under this contract shall be accomplished by a two person team, or a single person at specifically identified locations, consisting of the Contractor, plus 1 team member for most locations, with each person at least 21 years of age who are both physically and mentally capable of performing the duties identified in this Scope of Work (SOW) plus the individual lake's additional SOW and Gate Attendant Handbook, for the duration of the contract, including the option period if applicable. All work shall be performed by the identified Contractor or team. Substitute Contractors may be permitted by the Contracting Officer on a case-by-case basis if deemed in the best interests of the Government. The Contractor and team member shall be identified on the Request For Quotations (Bid sheets) to be accepted. The term "Contractor" refers to both members of the identified two- person team. The Contractor shall furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. Site visits are highly recommended prior to bidding. The total price of base year plus all options on an individual bid item cannot exceed \$25,000.

NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON THE BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE PAST PERFORMANCE, AND PRICE.

**2. DEFINITIONS:**

**CONTRACTOR:** The person awarded the contract. Gate attendant

**CONTRACTING OFFICER (KO):** The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF1449 (solicitation/Contract/Order for Commercial Items).

**LAKE/PARK MANAGER:** The manager of the local lake. The Park/Lake Manager may appoint an authorized representative to act in his behalf.

**3. TERM OF CONTRACT/DUTY HOURS:**

The term of contract and duty hours are specified in each Lake Office's Scope of Work.

**4. PRE-WORK CONFERENCE:**

The Contractor shall attend a pre-work conference to be conducted by the Lake/Park Manager or his representative, at each local lake office or other agreed upon location. The purpose of the meeting is to discuss the policies outlined in the Scope of Work and Responsibility. The pre-work conference is normally held the weekday before or on the first day the Contractor begins providing the services.

**5. PERMITS/COMPLIANCE:**

The Contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The Contractor shall comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

**6. TEMPORARY LIVING QUARTERS:**

The Contractor shall furnish a fully operable "self-contained" recreational vehicle (RV), travel trailer or motor home type, to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished and shall be parked near the entrance to the park at a location to be designated by the Park/Lake Manager. Pickup (shell-type) campers, pop-up tent trailer, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles that do not meet general size requirements or the "self-contained" classification, as determined by inspection of the Park/Lake Manager, will not be acceptable. In addition, the Contractor shall provide and maintain a fully operable vehicle free of leaks and in good mechanical condition, which can be operated independently of the RV for purposes of personal or contract related transportation. Note: the RV vehicle must have a holding tank and the toilet must be of the recirculating or marine type. Adult family members and friends shall not live with the Contractor.

**7. VISITORS OF THE CONTRACTOR/PARK ATTENDANT:**

Visitors of the Contractor shall lodge in the Contractor's trailer, with the Contractor or shall utilize and pay for a campsite in the area. No visitors will be allowed to hook-up to the Contractor's utility hook-ups at any time.

**8. UNIFORM DRESS AND PERSONAL APPEARANCE:**

The Contractor shall, at all times when on duty and when dealing with the public, maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, sandals, thongs or similar footwear will not be permitted. The Contractor shall promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner.

**9. LIVING AREA AND GATEHOUSE MAINTENANCE:**

The Contractor shall maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corral, poultry cages or similar facilities for pets or the raising of animals will be allowed. All pets shall be

confined in the Contractor's trailer or on a leash of 6 foot or less in length and must not disturb park visitors. The Contractor shall maintain designated site so that it is clean, uncluttered and free of animal waste at all times. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in or within 15 feet of the gatehouse. The Contractor shall maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants shall provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at anytime. The Contractor Shall deposit solid waste and refuse in a nearby trash receptacle (dumpster) furnished by the Government.

#### **10. USER FEES:**

The Contractor shall follow fee collection, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District, Little River Project Office and the local Park/Lake Manager. The Contractor shall collect User Fees daily, to insure that visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit, ENG Form 4457 and /or an automated cash register, computer-system (Automated User Permit System AUPS), NRRS Park Office or collection from an honor system vault. This includes going through the park to collect and safeguard fees when necessary. The Contractor shall collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This includes, but is not limited to, camping, group facility use, day use, or special facility use. The Contractor shall accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment. The Contractor shall be responsible for User Fee Permits (ENG Form 4457), cash register receipts & journal, computer generated receipts & yellow copy, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The Contractor may undergo auditing at any time, with or without prior notice, and is required to place all forms of collected use fee payments in the cash drawer provided. The cash drawer shall remain closed immediately after every transaction and the automatic lock shall not be defeated at any time. The Contractor shall immediately place all User Fee collections exceeding \$2000.00 in the safe provided. The Contractor shall have \$50.00 in personal cash on hand at all times to make change. Personal funds and User Fee collections shall not be co-mingled at any time. The Contractor shall place in the cash drawer, a signed statement specifying the amount of personal funds in use, and shall be updated immediately anytime this amount changes.

#### **11. Delivery / Inspection of Use Fees:**

All Lakes require User Fee submission a minimum of once a week. See "Use Fee Collections" in each lakes "Additional Scope of Work," for which process, described below, is used at the location(s) for which you are bidding. All required copies or supplies required to remit the BFC or RR as required by each individual lakes specifications shall be at the sole expense of the Contractor. Inspections will be performed during the contract period as deemed necessary by the Lake/Park Manager.

**12. SECURITY BONDING:**

The Contractor shall be fully bonded or insured to cover collected funds not received by the designated government agent or Reserve America as directed in the specifications. The Contractor shall furnish the Little River Project Office Contract Specialist proof of such bond or security in the minimum amount of \$5,000.00 payable to the US Army Corps of Engineers, Fort Worth. The Contractor shall obtain the bond no later than 10 days after the contract begins. The Contractor has the following options to fulfill this requirement:

- a. Obtain a Business Services, Fidelity or Dishonesty bond from an insurance agent with the US Army Corps of Engineers, Fort Worth District named as the recipient. The cost is approximately 15% of the bond.
- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

**\*\*\*SPECIAL NOTICE\*\*\***

**All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the Contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the Contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for US Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character.**

**13. CAMPSITE RESERVATIONS:**

The Contractor shall accept advance campsite reservations using the NRRS system. The Contractor shall perform the following duties daily:

- 1) Obtain reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local project office or accept the reports delivered in person, and /or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.;
- 2) Maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, AUPS (Automated Use Permit System), etc., to insure that campsite status is kept current at all times;
- 3) Keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.;

- 4) Fill out or process refund and credit voucher forms according to policy;
- 5) Identify reserved and vacant campsites by positing provided signs or markers. The Contractor shall furnish reliable, fully inspected, insured and presentable transportation to drive through the park as needed to determine occupied/vacant sites, post reserved/ vacant sites, collect use fees from honor vaults, etc.

The Contractor shall also maintain records as necessary for the administration of the campsite reservation program as directed by the Park/Lake Manager. The Contractor shall accept the campsite reservation permit / confirmation letter as both proof and payment of the reservation.

#### **14. GROUP SHELTERS:**

The Contractor shall keep records and insure compliance of group shelter use as required by the Park/Lake Manager including the use of the NRRS system, where applicable.

#### **15. CAMPING STATUS:**

The Contractor shall record the campsite occupied and maintain record of the current status for each campsite occupied. The Contractor shall keep a written record of each camper's length of stay to insure compliance with the Corps' camping policy. The Contractor shall register park users, issue appropriate passes and deliver messages to visitors as required by the Park/Lake Manager. The Contractor shall keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The Contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

#### **16. VISITOR ASSISTANCE:**

The Contractor shall occupy the gatehouse at all times during duty hours and is required to handout information pamphlets, copies of rules and regulations and maps to all visitors, courteously answer questions for visitors and assist campers or visitors in locating campsites. The Contractor shall advise campers and park visitors:

- (1) To utilize only developed facilities or designated overflow areas and
- (2) To operate and park all vehicles and campers only on paved surfaces or designated parking areas. The Contractor shall advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park, and assist in maintaining quiet hours.

#### **17. COMPLAINTS:**

The Contractor shall keep a written record of all feedback provided by park visitors. These records shall be forwarded to the Park/Lake Manager at regular intervals as directed.

#### **18. DISTURBANCES:**

The Contractor shall promptly report to the Park/Lake Manager all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors. In the event the Contractor is unable to communicate with the Park/Lake Manager and the situation dictates, the Contractor may contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers shall be reported to the Park/Lake Manager, on the next workday. The Contractor shall NOT attempt to apprehend any violators or enforce rules, regulations or laws. Attendants shall inform park visitors of rules, regulations and laws and refer persistent violations to the Park/Lake Manager. NOTE: The Contractor shall report serious incidents such as a fatality in the park or situations of significant public interest will to the Park/Lake Manager and/or to the local law enforcement agency.

#### **19. COOPERATION WITH OTHERS:**

The Contractor shall cooperate with the public, all other Contractors, volunteers, Corps employees and others who work with the Corps of Engineers for the construction of new facilities, repair of existing facilities, sanitation services, trash pick-up services, and grass mowing, etc. The Contractor shall allow Corps employees to utilize communication facilities furnished by the Government. Cooperation includes, but is not limited to summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc. to proper authorities. The Contractor shall diligently attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers. The Contractor may be asked to work additional days with compensation in the event that another Contractor requires emergency time-off.

#### **20. PARK INSPECTION:**

The Contractor shall inspect the park area and facilities a requisite number of times each day as determined by the Park/Lake Manager. The Contractor shall conduct inspections in a vehicle provided and maintained, by the Contractor. During all inspections, if the Contractor observes park users violating Corps of Engineers rules and regulation, the Contractor shall advise the visitor of the violation, the Contractor shall NOT pursue enforcement. If violations persist, the Contractor shall contact the Park/Lake Manager. If a Ranger is not available, in minor cases, the Contractor shall record the incident, and report it to the Park/Lake manager as soon as practical.

#### **21. CONTRACTOR VEHICLE:**

The Contractor shall provide and maintain, a transportation vehicle for use in performing the requirements of the contract. The Contract shall carry at a minimum, the State-required liability insurance, and maintain a current Motor Vehicle Inspection (MVI) for this vehicle. The Contractor shall submit proof of liability insurance to the Contracting Officer's Representative, (COR) located at the Lake Office, within 1 week after beginning date of the contract. All motor vehicles and operators shall comply with state laws such as licensed operators, and vehicle safety equipment and all others.

#### **22. LOST AND FOUND:**

The Contractor shall keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to a park ranger as soon as practicable.

**23. WEAPONS:**

The Contractor shall NOT carry in person or in a vehicle nor keep in the gatehouse at anytime firearms of any type or any item that could be considered a weapon (e.g. pepper spray, clubs, etc.)

**24. ALCOHOL:**

The Contractor shall not consume nor be under the influence of alcoholic beverages, illicit drugs and/or medication while in the park, unless administered under a doctor's prescription. The Contractor shall not consume or be under the influence of alcoholic beverages, drugs and/or medication in the absence of a doctor's prescription while in view of the public to include but not limited to the park entrance area, attendant site, gatehouse, park restrooms, campsites, etc.

**25. INSPECTION AND CONTRACT PERFORMANCE:**

The service performed by the Contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract. The Contractor will be advised of any deficiency. Upon being advised of a deficiency, the Contractor shall take immediate action either to personally correct or have his team member correct such deficiency and to insure that the deficiency does not reoccur.

**26. TRAILER SITE:**

Unless otherwise indicated in the Lake Offices park information sheet or scope of work, the Government will furnish a site for self-contained travel trailer or motor home with 110 volt electricity, water, sewage hook-ups and/or dump station nearby. If the Contractors' travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments' etc. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The use of the facilities is at the Contractors risk and damage to equipment will be the sole responsibility of the Contractor.

**27. COMMUNICATIONS EQUIPMENT:**

The Contractor may be required to operate and use radio equipment. The Government will furnish radio equipment when required.

**28. GOVERNMENT PROPERTY:**

The Contractor shall return Government property on the last day of the contract.

**29. DAMAGE RESPONSIBILITY:**

The Contractor shall restore any Government facilities, structures, or trees damaged as a result of his/her actions. The Contractor shall also be responsible for any damage to private property, and shall notify the Park/Lake Manager immediately of damage to Government property and/or private property, and injury to any person resulting from his operation. The Contractor shall notify the Park/Lake Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

**30. SOLID WASTE DISPOSAL:**

A trash removal Contractor shall remove all solid waste material (trash) from the Government furnished containers on regular scheduled days.

**31. ABSENTEEISM:**

No payment will be made for time not worked. The Contractor shall contact the Park/Lake Manager and give as much advance notice as possible about anticipated absences. The Park/Lake Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Park/Lake Manager, is grounds for dismissal of the Contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance and must meet the required bonding and insurance requirements.

**32. PAYMENT FOR SERVICES:**

Payment will be made monthly for the actual days worked at the unit price indicated on the bid sheet. Contractors should be aware that the payment could take as long as 45 days after invoice.

**33. SUBSTITUTION OF TEAM MEMBER:**

Team member substitution may be allowed upon prior approval.

**34. TERMINATION:**

Conduct of unbecoming actions on the part of the Contractor may be grounds for immediate dismissal of the Contractor and termination of the contract. Examples of actions requiring immediate dismissal include, but are not limited to, the following: Consumption of alcoholic beverages or intoxication while on duty, cursing, harassment of visitors, unwarranted physical contact with visitors or Corps personnel, recurring written and/or verbal complaints from visitors on Contractor's attitude, lack of cooperation and/or resistance to implementation of policies and programs as directed by the Park/Lake Manager, failure to promptly correct deficiencies, etc. Failure by any one of the team members to provide items and service listed in the contract specifications may be ground for termination of the contract under FAR 52.249-8 and this clause. The contracting officer has the right to approve the substitution of any new team member/park attendant/gate attendant if that action becomes necessary.

**35. DUTY OF CONTRACTOR TO FINISH CONTRACT:**

The Contractor may not terminate the contract. If the Contractor fails to complete the contract through the specified term including option periods (if applicable), the Contractor is subject to re-procurement cost. The Contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

**36. OTHER REQUIREMENTS:**

See Project's Scope of Work for other requirements of that Project.

BELTON/STILLHOUSE SOW

## BELTON AND STILLHOUSE HOLLOW LAKE

### ADDITIONAL GATE ATTENDANT SCOPE OF WORK AND RESPONSIBILITIES

1. **Duty Shift Schedules.** Contractor will maintain 24-hour surveillance at the park in accordance with Table 1: Gate Attendant Shift Schedule. Schedule is subject to change with one (1) week advance notice. Note that Gate Attendant Contractors are required to work all holidays that fall on their duty days.
 

**Duty Hours:** Hours during which Contractor will be required to perform customer service duties in accordance with the LRPO Gate Attendant Scope of Work and Responsibility, all sections. Duty hours actually in the gatehouse are identified as “duty hours” in Table 1: Gate Attendant Shift Schedule. Duty hours may vary due to high usage.

**Security Hours:** Non-duty hours is the hours during which the Contractor must be inside the park to assist with unexpected and/or emergency events. These hours include time necessary to close the park and/or park areas.
2. **Pre-work Conference:** Gate Attendant orientation for Belton and Stillhouse Hollow Lake is generally held the first day of the contract from 0900 – 1600 hours at the Little River Project Office Conference Room. Contract requirements and training on all facets of the Gate Attendant Program will be covered during this meeting.
3. **Park Operational Responsibility:** Park gates will be opened and closed by the Contractor on duty according to the schedule of operation for the park in Table 2: Park Hours of Operation. Vehicles shall not be locked in an area under any circumstances.
4. **Gatehouse:** The gatehouse will be kept LOCKED AT ALL TIMES. The Contractor may be required to perform small amounts of watering vegetation or weed control in the area around the gatehouse.
5. **Government Furnished Supplies:** Supplies deemed necessary by the Government for the performance of fee collection & camper management duties will be supplied. Any supplies deemed necessary by the contractor above what is provided by the Government will be secured at the expense of the contractor. A “Gate Attendant Handbook” will be issued to the contractor outlining day to day park operation procedures and policies.
6. **Park Rounds:** Contractor shall make a minimum of three (3) periodic checks daily at least 2 hours apart of all park areas to ensure proper use of facilities, the accuracy of camping related records and fee collection. This is in addition to those required in opening and closing of park areas and entrance gates, if present. Additional inspections may be required to check visitor complaints, deliver messages, assist park rangers and to insure visitors comply with park closure regulations, at no additional cost to the Government.
7. **Use Fee Collection:** The contractor is responsible for providing adequate money to make change during the term of the contract. The attendant will not keep more than \$200.00 total or bills larger than \$20 in the cash drawer at any time. All other money will be secured in the safe provided. Fee money and permits will be turned over to an appointed fee cashier weekly or as required. The attendant will prepare and balance and sign a Bill For Collection (BFC) or other document. In the event fees do not balance, the contractor will be responsible for any shortage and any excess collections will be added to the total. National Recreation Reservation Service (NRRS) computers are currently installed to manage campsite, group and day use areas. All gate attendants should be prepared to operate such equipment during the contract period. The Government will provide training for computer operation.

8. **NRRS Reservation System Proficiency:** All attendants are required to demonstrate their proficiency with the NRRS System during the contract term by completing a provided list of transactions accurately and timely as required by the Gate Attendant Coordinator. There will be a maximum of 10 NRRS proficiency demonstrations required per six month contract term.
9. **Compliance Inspection:** All Gate Attendants will be subject to contract compliance inspections, including public relations performance. Inspection results will be provided and any identified deficiencies shall be promptly corrected by the contractor. The frequency of inspections may be adjusted at the discretion of the Lake Manager or the appointed inspector.
10. **Communications:** A telephone will be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and will be the responsibility of the contractor. The Gate Attendant on duty is required to answer this phone during all duty hours. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited. A personal phone line may be installed at the gate attendant site. The Government will not be responsible for any costs related to this line or installation.
11. **Utilities:** No reimbursement will be made whenever utilities are not available to the Gate Attendant and must be secured elsewhere. The Government provides an electrical, water and sewage hook-up at each gate attendant site. The use of these facilities are at the contractor's own risk and any damage to equipment will be the sole responsibility of the contractor.
12. **Payment:** Payment is to be made monthly according to the unit price and actual days worked. Contractors should be aware that the payment could take up to 45 days.

**ADDITIONAL INFORMATION:**

- (1) For technical information contact: Robert Waznik (254) 939-2461.
- (2) A site visit is recommended for first time bidders.

**Table 1: Park Hours of Operation  
Belton & Stillhouse Hollow Lakes**

| <i>Location</i>                  | <i>Open AM</i> | <i>Close PM</i> | <i>Mileage*</i> | <i>Attendant</i> |
|----------------------------------|----------------|-----------------|-----------------|------------------|
| Cedar Ridge Park                 | 6:00           | 10:00           | N/A             | Cedar Ridge      |
| Temple                           | 6:00           | 9:00            | N/A             | Temple           |
| Live Oak Ridge                   | 6:00           | 10:00           | N/A             | Live Oak Ridge   |
| Miller Springs NA                | 8:00           | Sunset***       | 0.2 mile        | Live Oak Ridge   |
| Miller Springs Park              | 8:00           | Sunset***       | 0.5 mile**      | Live Oak Ridge   |
| Belton Lakeview                  | 8:00           | Sunset***       | 4 miles         | Live Oak Ridge   |
| Westcliff                        | 6:00           | 10:00           | N/A             | Westcliff        |
| Stillhouse Beach Area            | 6:00           | Sunset***       | N/A             | Stillhouse       |
| Stillhouse Entrance              | 6:00           | 9:00            | N/A             | Stillhouse       |
| Chalk Ridge Falls NA             | 8:00           | Sunset***       | 12.0            | Stillhouse       |
| Dana Peak                        | 6:00           | 10:00           | N/A             | Dana Peak        |
| Dana Peak Beach and Day Use Area | 6:00           | Sunset***       | N/A             | Dana Peak        |
| Union Grove                      | 6:00           | 10:00           | N/A             | Union Grove      |
| Rivers Bend                      | 6:00           | Sunset***       | 4.0             | Union Grove      |

\* Mileage shown is one (1) round trip.

\*\* Miller Springs Park and Belton Lakeview Park mileage shown is 4.0 mi round trip to close Belton Lakeview Park plus 0.5 mi round trip deviation necessary to close Miller Springs Park during the same trip.

\*\*\* Sunset is the sunset time published in a local newspaper and the time available on the NRRS computer.

**Table 2: Gate Attendant Shift Schedule**

| <b>Contractor</b>                                      | <b>Monday</b>          | <b>Tuesday</b>         | <b>Wednesday</b>       | <b>Thursday</b>        | <b>Friday</b>          | <b>Saturday</b>        | <b>Sunday</b>          |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>Cedar Ridge 4 Day<br/>Security HRS<br/>Duty HRS</b> | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | OFF                    | OFF                    | OFF                    |
| <b>Cedar Ridge 3 Day<br/>Security HRS<br/>Duty HRS</b> | OFF                    | OFF                    | OFF                    | OFF                    | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 |
| <b>Temple 4 Day<br/>Security HRS<br/>Duty HRS</b>      | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | OFF                    | OFF                    | OFF                    |
| <b>Temple 3 Day<br/>Security HRS<br/>Duty HRS</b>      | OFF                    | OFF                    | OFF                    | OFF                    | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 |
| <b>Live Oak 4 Day<br/>Security HRS<br/>Duty HRS</b>    | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | OFF                    | OFF                    | OFF                    |
| <b>Live Oak 3 Day<br/>Security HRS<br/>Duty HRS</b>    | OFF                    | OFF                    | OFF                    | OFF                    | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 |
| <b>Westcliff 4 Day<br/>Security HRS<br/>Duty HRS</b>   | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | OFF                    | OFF                    | OFF                    |
| <b>Westcliff 3 Day<br/>Security HRS<br/>Duty HRS</b>   | OFF                    | OFF                    | OFF                    | OFF                    | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 |
| <b>Stillhouse 4 Day<br/>Security HRS<br/>Duty HRS</b>  | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | OFF                    | OFF                    | OFF                    |
| <b>Stillhouse 3 Day<br/>Security HRS<br/>Duty HRS</b>  | OFF                    | OFF                    | OFF                    | OFF                    | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 | 2100-0600<br>0600-2100 |
| <b>Dana Peak 4 Day<br/>Security HRS<br/>Duty HRS</b>   | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | OFF                    | OFF                    | OFF                    |
| <b>Dana Peak 3 Day<br/>Security HRS<br/>Duty HRS</b>   | OFF                    | OFF                    | OFF                    | OFF                    | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 |
| <b>Union Grove 4 Day<br/>Security HRS<br/>Duty HRS</b> | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | OFF                    | OFF                    | OFF                    |
| <b>Union Grove 3 Day</b>                               |                        |                        |                        |                        |                        |                        |                        |

|                          |     |     |     |     |                        |                        |                        |
|--------------------------|-----|-----|-----|-----|------------------------|------------------------|------------------------|
| Security HRS<br>Duty HRS | OFF | OFF | OFF | OFF | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 | 2200-0600<br>0600-2200 |
|--------------------------|-----|-----|-----|-----|------------------------|------------------------|------------------------|

CANYON SOW

**2004-2005 SCOPE OF WORK - CONTRACT GATE ATTENDANTS**

**CANYON LAKE OFFICE**

For the upcoming winter season at Canyon Lake, four gate attendant contracts will be advertised: two contracts at Cranes Mill Park and two at Potters Creek Park. The attendants will be expected to collect user fees, provide visitor assistance, give out information, and provide other services that are explained in the General Contract Provisions. All gate attendant contractors shall provide their own street legal vehicles and associated transportation costs. Further description of the hours and days to be worked for each specific contract are given in the attached "Work Schedule". Descriptions of the park areas are included in the section titled "Recreation Area Descriptions". The word "Government" refers to the Government of the United States of America, and any agency thereof. "Lake Office" refers to the U.S. Army Corps of Engineers, Canyon Lake Office.

**A. Scope of Work and Contractor Responsibility:**

1. **SURVEILLANCE:** All attendants will be required to maintain a 24-hour surveillance of the assigned park by working and residing in the park at least during their assigned work days (except at Canyon Park Beach). All attendants will be allowed to remain at the living site during their days off if they wish. Attendants will occupy and be on duty in the fee booth/park gatehouse according to the hours and days listed on the attached "Work Schedule". "On duty" times listed on the schedule are defined as the time when at least one adult will occupy the fee booth/gatehouse and perform the duties listed below. During the "peak hours" listed in the schedule, two adults will be on duty at the gatehouse as a minimum requirement.

2. **MEETINGS:** The contractor and all attendants will be required to attend meetings at the lake office during the first week of the contract period (**ORIENTATION IS MANDATORY EVEN IF YOUR SHIFT IS OFF**), and at other times deemed necessary during the contract period at dates and times to be determined by the lake manager. During these meetings, policies and work responsibilities will be discussed plus pertinent questions will be heard and answered by the lake manager and his staff.

3. **USER FEES:** Collect user fees in the assigned park from campers and day users during the contract period as stated on the attached schedule. Park Rangers will go to the gate shack to collect the fees. The attendants will be required to provide and have sufficient cash on hand each day to make change for campers who purchase user fee permits. During orientation the gate attendant will sign a memo stating the amount of cash that they will have on hand at the gatehouse used for change. Attendants will collect all fees at the gatehouse and will **NOT** be required to drive through the park to collect fees at campsites. **\*Please note that the gate attendants are responsible for setting up their own bank accounts required to obtain cashiers checks.**

4. **GROUP SHELTERS:** Contractor will be responsible for maintaining a list of group shelter reservations, collecting fees, and issuing and collecting keys (or divulging lock combinations) on road gate locks for group shelters located in Canyon Park and Potter's Creek Park. All reservations shall be made at the park office.

5. **GATE OPERATION:** All gate attendants in camping areas will be required to open park entrance gates at 7AM and close the gates at 10PM daily at their assigned park. The park exit gates in camping areas will be left open at all times. Please remember that on your scheduled days, at least one person must remain at the assigned park, in their temporary living quarters after hours just in case of an emergency.

6. **GOOD HEALTH AND PHYSICAL ABILITY:** Since long hours during each duty day are required for the job, it is recommended that attendants be in good health. Also working long hours in excessive heat, cold or other adverse weather may be required. Gate attendants should be able to converse in English and comprehend the spoken word in normal conversational tone. Should the gate attendant become ill, he/she is responsible for notifying the ranger on duty that day.

7. **PARK INSPECTIONS:** Gate attendants will be required to make a minimum of two (2) vehicle tours of the open park during their workshift.

8. **RECORDS:** Gate attendants may be asked by Corps personnel to keep logs of times when government contractors (i.e. cleaning, mowing, etc.) enter and exit the campgrounds.

9. **TELEPHONE:** The contractor may provide a personal telephone and extension cord to connect to an existing phone jack located at the gate attendant's trailer site. The attendant may contact Guadalupe Valley Telephone Cooperative, Inc. (1-800-835-4827), which services the park area to have the phone connected to his/her mobile residence. The gate attendant will be responsible for all connection charges, monthly service charges, security deposits, long distance charges, and all other related charges or fees for such service. The government is not expected to provide a telephone or telephone service for the residence. No cost for such telephone or service may accrue to the government. Telephone service for local calls and emergencies only may be provided in the gatehouses.

10. **MAIL:** Contractor should establish his/her own post office box at post offices, or at a rural mail box (on postal contract route) set up at residence site. No personal mail may be received at the U.S. Army Corps of Engineers offices.

11. **INVOICING:** Submit a monthly invoice to the designated billing office as instructed in the Invoice Memorandum inside your "Red Book" provided by the government. See block 15 of the DD Form 1155 (Contract) for the mailing address.

12. **SUPPLIES:** Supplies will be issued and delivered weekly. Their content will be based on the order form filled out by gate attendants. If extra supplies are needed or supplies run out before delivery, an appointment with the field office must be made if gate attendants desire to pick up supplies at the field office.

**B. Government Responsibilities:**

The government (U.S. Army Corps of Engineers) will provide the following to the contractor for use during this contract period:

1. A government contractor will remove all solid waste from the furnished sewage holding tank. However, gate attendant is required to inform the lake office at times when the tank needs to be emptied.

2. The government will perform necessary maintenance to the gate station complex including repairs to gatehouse, utilities, electronic equipment, etc.

**C. Other Information and Job Requirements:**

1. Prospective bidders not familiar with the job site are encouraged to visit the project or discuss the contract with project employees before submitting a bid. Some of the parks on Canyon Lake are larger and carry more public use than others and therefore may require more intense work individually. For additional information contact:

Canyon Lake Office  
 Attn: Park Rangers Lionel Castillo or Wade Reinhardt  
 601 C.O.E. Road  
 Canyon Lake, TX 78133-4112  
 Telephone - 830/964-3341

2. **TRAVEL:** Travel distances from the various parks to the lake office at Canyon Dam will range from five (5) to ten (10) miles one-way.

3. **SAFETY:** All government employees and contractor personnel are required to work safely. This will include driving vehicles or other activities. Unsafe conditions, either in parks, on equipment or inside any government area, whether a danger to project personnel, contractor personnel, or the visiting public will be reported immediately to the project manager. Any accident or personal injury will also be reported immediately to the Lake Manager at the lake office (telephone: 830-964-3341 or 964-3660).

4. **SECURITY:** All government employees and contractor personnel have a responsibility for security of public facilities. Generally, the contractor will report items that may have locks removed, gates left open, lost or stolen items, or missing property. However, any item that may be considered a risk to the public, the government interest, or project personnel will be reported immediately to Lake Manager or ranger on duty. All contract gate attendants will be responsible for keeping their respective gate house secure at all times. If contact with a lake manager or ranger is not possible, the situation should be reported to the Comal County Sheriff's office (telephone: 885-4883) in New Braunfels.

#### **D. Recreation Area Description:**

1. **Cranes Mill Park** is located in Comal County at Canyon Lake, approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673 (south side of lake). Crane's Mill Park contains approximately 45 primitive camping sites. This park contains a free fishing pier area, a marina, and a boat ramp in the fee area. This park is popular with fisherman and boaters. Park entrance gatehouse is located across the street from gate attendant pad site.

2. **Potters Creek Park** is located in Comal County at Canyon Lake in south central Texas, approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306 (north side of lake). The park consists of 320 acres. There are 109 sites with 50 amp electricity and water, 10 sites with 30 amp electricity and water, seven screened shelters, five large family sites, rest rooms with showers and flush toilets, a sanitary dump station, a group shelter, a beach, and 2 boat ramps. This park is popular with families. Camping entrance gatehouse is located less than 200 feet from gate attendant residence sites. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

### **2004-2005 GATE ATTENDANT WORK SCHEDULE** **CANYON LAKE PROJECT (APPENDIX A)**

Base year terms of the contracts for **Cranes Mill and Potters Creek Park** will be from 01 October 2004 to 31 March 2005. These contracts include one option year that will be from 01 October 2005 to 31 March 2006.

All gate attendant contractors will reside in their assigned parks where they will work four days per week.

Throughout the contract, attendants will be required to work on all weekend days and any federal holidays that do not fall on their scheduled day off.

#### **Information and Instructions toward Work Schedule:**

1. An attached sheet shows the duty schedules for both of the shifts. During these hours, at least one adult is required to occupy and operate each gatehouse's fee booth at the park entrance. The remaining hours on an "On Duty" day are hours when at least one adult is required to remain in the area of their respective gate attendant residence site so as to be available to assist campers in emergency need.

2. The day "OFF" (not on duty) is a 24-hour period in which attendants will be allowed to leave the area if they wish. If attendants elect to remain in the park on their day/s off, they are not expected to provide any service except to respond to emergency call from any source.

3. If conditions warrant, the Reservoir Manager has the authority to change days off or times if necessary. However, the total numbers of on-duty hours per day for a contractor may not be changed except by the Government's Contracting Officer. Duty schedule is subject to change with one-week (7 days) advanced notice.

CANYON LAKE: ON-DUTY SCHEDULE

WINTER CONTRACTS

A SCHEDULE

B SCHEDULE

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| October 1   | January 1   | October 1   | January 3   |
| October 2   | January 2   | October 5   | January 4   |
| October 3   | January 7   | October 6   | January 5   |
| October 4   | January 8   | October 7   | January 6   |
| October 9   | January 9   | October 8   | January 11  |
| October 10  | January 10  | October 13  | January 12  |
| October 11  | January 15  | October 14  | January 13  |
| October 12  | January 16  | October 15  | January 14  |
| October 17  | January 17  | October 16  | January 19  |
| October 18  | January 18  | October 21  | January 20  |
| October 19  | January 23  | October 22  | January 21  |
| October 20  | January 24  | October 23  | January 22  |
| October 25  | January 25  | October 24  | January 27  |
| October 26  | January 26  | October 29  | January 28  |
| October 27  | January 31  | October 30  | January 29  |
| October 28  | February 1  | October 31  | January 30  |
| November 2  | February 2  | November 1  | February 4  |
| November 3  | February 3  | November 6  | February 5  |
| November 4  | February 8  | November 7  | February 6  |
| November 5  | February 9  | November 8  | February 7  |
| November 10 | February 10 | November 9  | February 12 |
| November 11 | February 11 | November 14 | February 13 |
| November 12 | February 16 | November 15 | February 14 |
| November 13 | February 17 | November 16 | February 15 |
| November 18 | February 18 | November 17 | February 20 |
| November 19 | February 19 | November 22 | February 21 |

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| November 20 | February 24 | November 23 | February 22 |
| November 21 | February 25 | November 24 | February 23 |
| November 26 | February 26 | November 25 | February 28 |
| November 27 | February 27 | November 30 | March 1     |
| November 28 | March 4     | December 1  | March 2     |
| November 29 | March 5     | December 2  | March 3     |
| December 4  | March 6     | December 3  | March 8     |
| December 5  | March 7     | December 8  | March 9     |
| December 6  | March 12    | December 9  | March 10    |
| December 7  | March 13    | December 10 | March 11    |
| December 12 | March 14    | December 11 | March 16    |
| December 13 | March 15    | December 16 | March 17    |
| December 14 | March 20    | December 17 | March 18    |
| December 15 | March 21    | December 18 | March 19    |
| December 20 | March 22    | December 19 | March 24    |
| December 21 | March 23    | December 26 | March 25    |
| December 22 | March 28    | December 27 | March 26    |
| December 23 | March 29    | December 28 | March 27    |
| December 30 | March 30    | December 29 |             |
| December 31 | March 31    |             |             |

Total days = 92

Total days = 89

GEORGETOWN SOW

**ADDITIONAL SCOPE OF WORK FOR LAKE GEORGETOWN**

1. All gate attendants will hand out information pamphlets to all visitors as they enter the park, assist users in locating sites, and courteously answer questions by visitors. Tact, diplomacy, and courtesy will be exercised at all times in dealing with the public. The Lake Georgetown staff is committed to providing our visitors with the highest level of customer service. Gate attendant contractors are expected to support and further this goal.
2. The contractor will:
  - A. **Promptly** report accidents/incidents to Corps Rangers.
  - B. Keep a written record of **all** complaints and criticisms.
  - C. Keep records of campers and parks as required.
  - D. Present a neat and clean appearance while on duty.
  - E. Support the U.S. Army Corps of Engineers, all project programs and refrain from participation in the furtherance of rumors.
  - F. Collect **all** fees required.
  - G. Be required to attend a 4 hour orientation normally held the day before contractual services begin.
3. All gate attendants will maintain **24 hour surveillance** in the park for their 4 day work week which includes weekends and some Federal holidays. A workday includes approximately 14 to 16 hours actual duty time by at least

one attendant. Work will be scheduled and days off will be coordinated so that the main gate will be manned at all times.

| <u>4. PARK AREA</u> | <u>PRIMARY FUNCTION</u> |
|---------------------|-------------------------|
| Jim Hogg            | Camping                 |
| Cedar Breaks        | Multiple Use            |
| Russell             | Multiple Use            |
| Tejas Camp          | Camping                 |

Park gates at Jim Hogg Park, Cedar Breaks Park, and Russell Park are equipped with electronic traffic control gates.

Hours of Operation: Camping areas open from 6:00 a.m.- 10:00 p.m.  
 Day use areas open from 6:00 a.m.- dark  
 Dark is defined as 30 minutes following official sunset time.  
 Gatehouse open from 8:00 a.m. - 10:00 p.m.

Park closure gates will be opened and closed by contractor according to above schedule of operation.

5. Contractor may be required to direct traffic flow from outside the gatehouse for several hours during periods of heavy use in any park.
6. No fee collection contract will be in effect. The contractor will be required to convert all cash received during their 4 day work week into money orders or certified checks and remit them (along with all checks received) directly to the address specified by the Corps. The contractor will be responsible for, but not limited to, the cost of acquiring all money orders, certified checks, envelopes, and postage necessary to deliver all monies collected during the preceding 4 day period to a Millington, TN address to be specified by the Corps. The estimated number of money orders/certified checks required per attendant will be twenty-five. The contractor will be responsible for acquiring a surety bond in the amount of \$5,000.00 prior to start of contract.
7. All open parks will have two sets of gate attendants. The schedules are as follows.

A. Jim Hogg Park--Jim Hogg Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps.

B. Cedar Breaks Park--Cedar Breaks Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the morning shift on any particular day will be required to open the Stilling Basin gate, the Learning Center gate, and the Overlook gate at 7:30 a.m. daily. Approximate mileage is 13 miles round-trip. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the evening shift on any particular day will close the same gates daily at dark. Each attendant on duty will open and close the picnic area gate within the park in accordance with the posted hours of operation. Prior to closing any of these gates, the attendant will insure that all vehicles have vacated the area. Under no circumstances will a vehicle be locked behind any gates where a 24 hour exit is not provided.

C. Russell Park-- Russell Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required open the main gate and the camp/day use gate at 6:00 a.m. and close them at 10:00 pm. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The park attendant will be responsible for making sure the swim beach is vacant at dark and both gates to it are closed. Dark will be defined as 30 minutes past official sunset time. Overnight camping

will be allowed at the covered shelters in the day use area and the park attendant will be required to collect these fees and remove non-overnight users.

D. Tejas Camp--Tejas Camp attendants will be on duty 6 days a week. The contractor's primary responsibilities will be to collect camping fees and monitor the hunting program, and assisting in the implementation thereof during hunting season. Principle duties include the operation of a check station located at the contractor's trailer site where detailed records will be maintained and fees will be collected. The contractor may be required to check deer hunters' permits as they enter the area to insure that they are authorized to hunt. The contractor will be required to obtain lower jawbones and statistical information on all deer harvested during the season.

8. A telephone (party-line system with the other gate attendants) will be provided for the gatehouse. An outside jack (on the same line) will be provided for the contractor's RV. The Government will not be responsible for the hookup from the jack to the RV. Long distance phone calls are not authorized on these phone lines. Where available, contractors may secure an additional phone line at the sole expense of the contractor. The contractor will not disclose this number to anyone except for emergency notification since the number is non-published. Failure to comply with this rule may result in changing the number at the attendant's own cost.

9. No reimbursement will be made whenever utilities are not available and must be secured elsewhere.

10. **Smoking is not allowed in any gatehouse.** The gatehouse will be kept in a neat orderly condition and thoroughly cleaned at the end of each shift. All cleaning supplies, including but not limited to toilet paper and paper towels, will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Park Manager or his representative.

11. The contractor will be required to water shrubs, trees, grass, and flowers in the immediate area of the entrance gate complex as required by the Park Manager or his representatives.

12. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. **Pets are not permitted in the gatehouse at anytime except for animals trained in, and aiding the handicapped.** Failure to comply with this regulation can result in cleaning/replacing of the carpet at the attendants own expense.

13. The maximum trailer size to be used by the contractor is 45 feet. The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times.

14. The gatehouse and all safes therein will be locked at all times. Only authorized personnel are permitted in the gatehouse at anytime.

15. The contractor will provide a minimum of three patrols daily. More patrols may warranted (by an increased number of users inside the park) on any given day to insure security and Title 36 compliance.

16. The contractor will be required to use a computer extensively in collecting fees. The contractor will be required to collect day use fees in accordance with established policies, guidelines, and methods. The methods will include the use of computers, cash registers, and other means not previously in use. In addition, the contractor will be required to sell Golden Age Passports and Annual Day Use Passes. Contractors will be personally responsible for any failure to collect fees.

17. The contractor will report all disturbances to Corps Rangers or, in the event that he/she is unable to contact a Corps Ranger, to local law enforcement officers. All communications with law officers will be reported to Corps Rangers as soon as practical. The contractor will not attempt to apprehend any violators. In the case of a medical emergency, EMS will be contacted and a Ranger will be notified as soon as possible.

18. The contractor will be required to operate new reservation system software and a new computer system employing a mouse and new printers using standard operating procedures outlined in handouts and the gate attendant handbook. While it is not mandatory, it is highly recommended that the attendant attend several days of unpaid training to learn the new reservation software. Suggested time for training is approximately 30 hours. **Please note that Park Office may be web based and require new training.**
19. The contractor may be required to take evaporation pond and lift station meter readings if no park host is available or on duty.

### **GATE ATTENDANT DUTY SCHEDULE**

Shift 1 - starts 1 Oct thru 4 Oct and then you are off 4 days, etc...

Shift 2 - starts 5 Oct thru 8 Oct and then you are off 4 days, etc...

Tejas – off on Wednesdays only.

Each attendants shift ends at 12:00 am of their last day. The attendant is responsible for surveillance in the park up to that time.

This rotates each shift thru some weekends off. If you have any questions concerning the new changes, please contact Olen Burditt at (512)819-9046 prior to bidding. **Consult the bid sheet for the total number of days per shift.**

#### **Bidders on Russell and Tejas Parks:**

Please note the changes to duties there – some overnight camping may be allowed in Russell Park. Russell and Tejas Park gate attendants will be required to convert all cash to money orders/ cashiers checks, total all checks on tape, and remit to the Recreation Fee Cashier as instructed. Take this into consideration when bidding.

### GRANGER LAKE SOW

### **GRANGER LAKE SCOPE OF WORK**

#### A. SCOPE OF WORK

1. Duty Shift Schedules: Contractor shall maintain 24-hour surveillance at a park in accordance with the "Gate Attendant Duty Shift Schedule". Schedule is subject to change with one (1) week advance notice. Note that the Gate Attendant may be required to work on Holidays as requested by the Park Manager.

a. Surveillance Hours: Duty hours during which Contractor shall perform visitor assistance duties in accordance with the Little River Project Offices (LRPO) Gate Attendant Scope of Work and Responsibility, all Paragraphs. In all parks, surveillance will be maintained from 6:00 am - 10:00 PM. Duty hours actually in the gatehouse are from 10:00 am – 10:00 PM.

b. Availability hours: Non-duty hours (10:00 PM - 6:00 am) during which the Contractor must be inside the park in which he resides for response to unexpected events in accordance with Duty Shift Schedule.

2. Operational Responsibility. Park closure gates will be opened and closed by the Contractor on duty according to the following schedule of operation:

Camping areas open from 6:00 am - 10:00 PM

Day use areas open from 6:00 am - dark \*

\* Dark - 30 minutes after sunset

All parks are multiple use parks equipped with traffic control devices and gates. Gate Attendants will be required to operate the gate attendant building during surveillance hours indicated in paragraph A.1.a above, and in accordance with all paragraphs in the LRPO Gate Attendant Scope of Work and Responsibility. Listed below are additional requirements at each park.

- a. Wilson H. Fox Park. The contractor for Wilson Fox Park will be required to inspect Taylor Park facilities and close the gates at 10:00pm on Mondays and open the gate and inspect the park at 6:00 am on Tuesdays from 1 October through 28 February in addition to regular duties in Fox Park.
- b. Taylor Park. The Contractor who has responsibility for surveillance of Taylor Park may be responsible for opening and closing the West End Trailhead gate at 6:00 am and dark, respectively. Prior to March 1, the contractor awarded Taylor Park will not be required to operate the gate attendant building in Taylor Park except during heavy use periods, which will be determined by the Park Manager or his designated representative. However, the Taylor Park Gate Attendant will be required to perform gate attendant duties as described above and perform relief attendant services at Wilson H. Fox Park during days off from 1 October through 28 February. On days that relief service is required one person will be required to remain in Taylor Park (not gone from the park for more that two (2) hours) for security purposes, but will not be required to work the Taylor gatehouse. Beginning March 1, the Taylor Gate Attendant will be required to operate the gate attendant building only at Taylor Park.
- c. Willis Creek Park The Contractor and Relief Attendant will be required to close the group shelter gate the night prior to rental and open the gate when reservations arrive.
- d. Friendship Park. The Friendship Gate Attendant will be required to provide Relief Attendant October services at Willis Creek Park during days off or in the absence of other gate attendants from 1 through 28 February. From 1 March until 31 March the Friendship Gate Attendant will be required to provide Relief Attendant services at Wilson H. Fox, Taylor, and Willis Creek Park during days off in accordance with Duty Shift Schedule. On days that relief service is required one person will be required to remain in Friendship Park (not gone from the park for more that two (2) hours) for security purposes, but will not be required to work the Friendship gatehouse. On days when no relief attendant is needed in other parks, the Relief Attendant will be required to perform gate attendant duties in the park in which they reside. The Friendship Gate Attendant will not be required to operate the gate attendant building at Friendship Park except during heavy use periods and when collecting fees for the group shelter when rented, which will be determined by the Park Manager or his designated representative.

3. Park Patrols. Contractor will be required to make a minimum of three (3) periodic checks daily at least 2 hours apart of all park areas to insure proper use of facilities. This is in addition to those required in opening and closing of the day use area and entrance gates. Boat ramp parking areas and beach areas must be checked at the beginning of each shift to identify day-user vehicles that have failed to pay a user fee. Handouts will be placed on the windows of vehicles and description and license plate number of the vehicle must be recorded. Violations of Title 36 Rules and Regulations by visitors will be given to park rangers for compliance however they see fit and **NOT** enforced by contractors. Violations to this could result in termination of the contract. One attendant must remain on duty at the gatehouse while the other patrols the campground (this is not required by the Friendship relief attendant). Additional inspections may be required to check on visitor complaints, deliver emergency messages, assist park rangers and to insure visitors comply with park closure regulations. This is all at no additional cost to the government.

4. Use Fee Collections. Weekly delivery to the project office of all paperwork from the park Bill For Collection (BFC) or Remittance Register (RR) during proceeding week will be required. For distance to the project office from each park see "Granger Lake Mileage Chart". The contractor will be responsible for remitting monies for each individual approved BFC or RR. The final approved BFC or RR, cashiers check or money order, and all personal checks will be remitted to National Recreation Reservation Service (NRRS) lock box (currently located in Atlanta, Georgia) weekly. The contractor will be responsible for purchasing cashiers checks (CC) or money orders (MO) for cash received from user fees as well as paying postage to mail the BFC or RR. If MO or CC needs to be cancelled and reissued for any reason it will be at the contractor's expense. The Government will provide the envelopes. Any copies or supplies needed to turn-in the BFC or RR will be at the expense of the contractor. Inspections (weekly, random, and monthly) may be performed during the contract period.

## B. SPECIAL REQUIREMENTS FOR LIVING AREA ON GOVERNMENT PROPERTY

1. Communications. A telephone and radio communication will be provided at each entrance station. A telephone jack (extension-line system with other gate attendant contractors) at the trailer site may be provided. The Government will not be responsible for the hookup from the outside phone jack into the travel trailer.

2. Utilities. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The Government provides an electrical, water and sewage hook-up. The use of these facilities are at the contractors risk and damage to equipment will be the sole responsibility of the contractor.

3. Laundry. Because of the open nature of the trailer sites and their proximity to the park entrance, no clotheslines or the drying of laundry at or near the trailer site will be permitted.

4. Trailer Site. Maximum size trailer not more than 35 feet in length and 12 feet in width. At Taylor Park only, there is a covered area for the trailer. The contractor will maintain the area where the trailer is parked in a clean, mowed, sanitary condition at all times. Area to be mowed extends 30 feet in all directions from trailer pad. Contractor will be required to furnish all necessary mowing equipment or contract with others to perform the mowing.

5. Gate House Maintenance: Gate attendants are responsible for maintaining the gate house, both inside and outside, in a clean, orderly, and sanitary condition at all times. Gate attendants will provide all equipment, tools and needed supplies necessary for use and to clean the gatehouse.

## C. Special Considerations.

1. Computers or cash registers are currently installed in the gatehouses. All gate attendants should be prepared to operate such equipment during the contract period. Training for the computer operation will be provided by the Government. Use of the program will require computer literacy. The program is window driven with the use of a mouse and relatively mistake proof. Minimal computer training or skills are anticipated to be required by prospective bidders. A training computer will be available for contractors a week prior to the start of the contract. While it is not mandatory, it is highly recommended that the contractor utilize the unpaid training time to learn the new reservation software. Note that all contractors will have two days off during 1 October through 28 February and only one day off 1 March through 31 March.

**Granger Lake Mileage Chart (estimated)**

|                     |                       |                        |                    |                           |
|---------------------|-----------------------|------------------------|--------------------|---------------------------|
|                     | <b>Project Office</b> | <b>Friendship Park</b> | <b>Taylor Park</b> | <b>Taylor W.Trailhead</b> |
| <b>Taylor</b>       | 4.5                   | 5.8                    |                    | 1.6                       |
| <b>Wilson Fox</b>   | 2.8                   | 4.1                    | 1.7                |                           |
| <b>Willis Creek</b> | 10.0                  | 8.7                    |                    |                           |
| <b>Friendship</b>   | 1.3                   |                        |                    | 7.4                       |

**GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE #1 (WINTER)  
1 OCTOBER THROUGH 28 FEBRUARY**

| CONTRACTOR  | Monday                 | Tuesday                | Wednesday                              | Thursday                              | Friday                           | Saturday                         | Sunday                           |
|---|------------------------|------------------------|--|---------------------------------------|----------------------------------|----------------------------------|----------------------------------|
| WILLIS CREEK<br>Surveillance Hours<br>Availability Hours        | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | OFF                                    | OFF<br>2200-0600                      | 0600-2200<br>2200-0600           | 0600-2200<br>2200-0600           | 0600-2200<br>2200-0600           |
| WILSON H. FOX<br>Surveillance Hours<br>Availability Hours       | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | OFF                                    | OFF<br>2200-0600                      | 0600-2200<br>2200-0600           | 0600-2200<br>2200-0600           | 0600-2200<br>2200-0600           |
| TAYLOR (RELIEF)<br>Surveillance Hours<br>Availability Hours     | OFF                    | OFF<br>2200-0600       | FOX/TAYLOR<br>0600-2200<br>2200-0600   | FOX/TAYLOR<br>0600-2200<br>2200-0600  | TAYLOR<br>0600-2200<br>2200-0600 | TAYLOR<br>0600-2200<br>2200-0600 | TAYLOR<br>0600-2200<br>2200-0600 |
| FRIENDSHIP (RELIEF)<br>Surveillance Hours<br>Availability Hours | OFF                    | OFF<br>2200-0600       | WILLIS/FSHIP<br>0600-2200<br>2200-0600 | WILIS/FSHIP<br>0600-2200<br>2200-0600 | FSHIP<br>0600-2200<br>2200-0600  | FSHIP<br>0600-2200<br>2200-0600  | FSHIP<br>0600-2200<br>2200-0600  |

**GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE #2 (WINTER)  
1 MARCH THROUGH 31 MARCH**

| CONTRACTOR  | Monday                 | Tuesday                | Wednesday              | Thursday               | Friday                 | Saturday               | Sunday                 |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| WILLIS CREEK<br>Surveillance Hours<br>Availability Hours  | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | OFF<br>2200-0600       | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 |
| WILSON H. FOX<br>Surveillance Hours<br>Availability Hours | OFF<br>2200-0600       | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 |
| TAYLOR<br>Surveillance Hours<br>Availability Hours        | 0600-2200<br>2200-0600 | OFF<br>2200-0600       | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 | 0600-2200<br>2200-0600 |

|  |                                     |  |  |                  |                                 |                                 |                                 |
|--|-------------------------------------|--|--|------------------|---------------------------------|---------------------------------|---------------------------------|
| FRIENDSHIP (RELIEF<br>Surveillance Hours<br>Availability Hours | FOX/FSHIP<br>0600-2200<br>2200-0600 | TAYLOR/FSHIP<br>0600-2200<br>2200-0600 | WILLIS/FSHIP<br>0600-2200<br>2200-0600 | OFF<br>2200-0600 | FSHIP<br>0600-2200<br>2200-0600 | FSHIP<br>0600-2200<br>2200-0600 | FSHIP<br>0600-2200<br>2200-0600 |
|--|-------------------------------------|--|--|------------------|---------------------------------|---------------------------------|---------------------------------|

## CLAUSES INCORPORATED BY REFERENCE

|                 |   |          |
|-----------------|---|----------|
| 52.212-3        | Offeror Representations and Certifications - Commercial Items   | APR 2002 |
| 52.222-3        | Convict Labor   | JUN 2003 |
| 52.222-21       | Prohibition Of Segregated Facilities  | FEB 1999 |
| 52.222-26       | Equal Opportunity   | APR 2002 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36       | Affirmative Action For Workers With Disabilities  | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-41       | Service Contract Act Of 1965, As Amended  | MAY 1989 |
| 52.222-43       | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)           | MAY 1989 |
| 52.225-13       | Restrictions on Certain Foreign Purchases   | DEC 2003 |
| 52.228-5        | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.232-33       | Payment by Electronic Funds Transfer--Central Contractor Registration                                     | OCT 2003 |
| 52.233-3        | Protest After Award   | AUG 1996 |
| 52.243-1 Alt II | Changes--Fixed-Price (Aug 1987) - Alternate II  | APR 1984 |
| 252.242-7000    | Postaward Conference  | DEC 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 20. Price;
- 21. Past performance (see FAR 15.304)

Technical and past performance, when combined, are Equal.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006.)

(End of clause)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 Years.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| Employee Class | Monetary Wage-Fringe Benefits |
|----------------|-------------------------------|
| 99350          | \$16.57                       |

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://ebs.swf.usace.army.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)