

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   9
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 08-Feb-2017	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST. RM 2A17 FORT WORTH TX 76102-0300	CODE W9126G	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9126G-17-T-0066	
		X	9B. DATED (SEE ITEM 11) 17-Jan-2017	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  W9126G-17-T-0066 is hereby amended to add Proctor Lake Copperas Creek B Gate Attendant to the solicitation: 1) Bid Schedule for Proctor Lake - Copperas Creek B (see AM04) 2) Appendix Performance Workstatement (PWS) Proctor Lake Copperas Creek B (see AM04)  All other terms and conditions remain unchanged. Offer must acknowledge receipt of this admendment prior to the close of the solicitation date by completing items 8 and 15 and returning 1 copy. POC: Sandra Justman, sandra.justman@usace.army.mil, 817-886-1073				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  07-Feb-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:  
**AM04** BID SCHEDULE COPPERAS B

**BID SCHEDULE**

**Proctor Lake**  
**Copperas Creek B**

	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL</b>
	Contract Gate Attendant Services				
<b>0001</b>	<b>Base Period</b> <b>1 April 2017 – 30 September 2017</b>		<b>DAYS</b>		
		<b>96</b>		<b>\$</b>	<b>\$</b>
	<b>TOTAL AMOUNT</b>				<b>\$</b>

PWS COPPERAS CREEK B

**APPENDENCES PERFORMANCE WORK STATEMENT**

**AM04**

**(PWS) GATE ATTENDANT SERVICES**

**PROCTOR**  
**LAKE**  
**COPPERAS**  
**CREEK B**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Proctor Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Proctor Lake and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Proctor Lake Appendices, Section 1.10, Work is to be performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Copperas Creek Park.

Position	Number Days	Gate House Hours	Availability Hours
<b>Copperas Creek B</b> a. Base Period 1 April 2017 – 30 September 2017	<b>96</b>	<b>1536</b>	<b>768</b>

#### 1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Christmas Day
Thanksgiving Day	Independence Day

1.4.4 Hours of Operation: Contractors "A" and "B" will work a four (4) day on / four (4) day off shift. Contractor "A" will start work on 1 April 2017.

Contractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Copperas Creek Park Summer Hours</b> Gate House Hours Availability Hours	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600	0600-2200 0600-2200 2200-0600

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Copperas Creek Park at Proctor Lake.

1.4.5.1 1 Copperas Creek Park: Located approximately 8 miles northeast of Comanche, Texas. From Comanche, Texas, take Highway 67/377 northeast then turn left on FM 2861. Follow road for 2 miles to the park entrance on the right. Facilities include 67 campsites with water and electric hook-ups, 3 restrooms with hot showers, 2 group shelters, 1 day use areas, and three boat ramps

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: All Contractor and all associated Sub-contractors employees shall comply

with applicable facility access and local security procedures (provided by government representative). The Contractor shall also provide all information for background checks to meet facility access requirements to be accomplished by the Government organizations Director of Emergency Services or Security Office. Contract workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and /or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility change, the Government may require changes in the Contractor security matters or processes.

1.4.7.1 Contractor must complete and retain the required I-9 Employment Eligibility Verification Form for each employee and submit a copy of this form to the KO, COR or DI, before the first day of work by the employee. Contractor, Contractor's employees and Subcontractors must be pre screened utilizing the E-Verify Program. All employees, at the time of award or hired during the life of this contract, must remain eligible with the Department of Homeland Security. Current I-9 forms and E-Verify Program can be accessed at <http://www.uscis.gov> at no charge.

1.4.7.2 Photo Identification Badges: Contractor shall provide photo identification cards to all contract employees working at Proctor Lake. Contractors will wear photo badges on their person as they perform duties to execute work items under this contract. (PWS 1.10)

1.4.7.3 Screening for Criminal History: Contractor and Contractor's employees will be screened for criminal history by government personnel using Southeastern Security Consultants, Inc.

1.4.7.4 iWatch/CorpsWatch Program: Contractor, Contractor's employees and Subcontractors will be required to attend iWatch/CorpsWatch Program Training to be provided by Corps personnel at the Proctor Lake office.

1.4.7.5 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.6 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51 and the U.S. Army Corps of Engineers, Southwestern Division Recreation Use Fee Program Regulation, SWDR 1130-2-550-1. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: The Contractor will be required to attend a pre-work conference at no additional cost to the government to be conducted by the Lake Manager or their representative, at the Proctor Lake Office or other agreed upon location. This meeting will cover the policies outlined in the Fort Worth District PWS and this lake appendix. The pre-work conference is normally held the week before the

Contractor begins providing the services.

1.4.10 Contracting Officer Representative (COR): Not required per FAR PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

#### 1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Proctor Lake Gate Attendant Handbook.

#### 1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by Government as specified above needed to operate the gatehouse. This list includes, but is not limited to trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.3.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is also available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>, items may include, but are not limited to the following products used on-site in execution of this contract.

- Two ply toilet tissue
- Trash can liners
- Bio based content cleaners, solvents, detergents and disinfectants.

1.6.3.2 As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### 1.6.3.3 References

- FAR Provision 52.223-1 – Biobased Product Certification
- FAR Clause 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts
- FAR Provision 52.223-4 – Recovered Material Certification
- FAR Clause 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA-Designated Items
- FAR Clause 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

#### 1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Proctor Lake Office Gate Attendant Handbook.

#### 1.9 Attachment/Technical Exhibit List:

Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

## TECHNICAL EXHIBIT 1

**Performance Requirements Summary:** The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b> The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
<b>PRS # 2</b> The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
<b>PRS # 3</b> The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5	The Contractor completed daily inspections during contract specified times.	(Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

## 1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL  
EXHIBIT 2  
DELIVERABLES  
SCHEDULE**

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
Daily Report	Within one day of completing shift	1 original	Hard Copy	Lake Office
Financial Statements	Within one day of completing shifts	1 original	Hard Copy	Lake Office
Deposit Statements	Within one day of completing shift	1 original	Hard Copy	Lake Office

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

1.10.2 User Fees: The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and other America the Beautiful passes, and user fee permits will be stored in a permanently installed

vault or safe provided by the Government, or as directed by the Lake Manager. The Contractor is then required to purchase a money order for the amount of the User Fees collected. This money order and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in the money order and the user fee documents to Park Ranger at the Lake Office at their main office.

1.10.3 Gate Operations: Park entrance gates will be closed at 10:00 p.m. each night and opened at 6:00 a.m. each morning. Between 10:00 p.m. and 6:00 a.m., Gate Attendants will allow ingress and egress of individuals who have valid emergencies or who need to deliver emergency messages. Late arrivals will be directed to overflow areas. Gate Attendants shall operate automatic gate arms as required by the Lake Manager. In the event of power failure, Gate Attendants shall secure automatic gate arms in open position and return automatic gate arms to normal operation when power is restored. Additional gates in nearby free park areas may also be opened and closed by Gate Attendants as required by Lake Manager.

1.10.4 Camping Status: The Contractors camping status will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager. In the event all electrical and/or non-electrical campsites are occupied, Contractor will maintain a waiting list and notify those individuals, in order of placement on the waiting lists, whenever a campsite becomes vacant.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. One inspection patrol will be made shortly after opening the gates at 6:00 pm and one inspection patrol approximately 30 minutes before locking the gate at 10:00 pm. in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a patrol inspection report in a neat and timely manner.

The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group/Screen Shelters: If group/screen shelters in the park are rented, Gate Attendants will unlock electric panels and entrance gates for the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group/screen shelter, barbecue pit and associated items. Gate Attendant will advise renter if additional cleaning is required. Park Ranger will be notified if renter fails to properly clean group/screen shelter, barbecue pit, or associated items. Gate Attendant will complete required inspection reports and turn in the reports to the Lake Manager or designated representative a minimum of once per week.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside



and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed
- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
- (g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.10.9 Appearance: Gate attendants maybe required to wear designated attire while on duty. If gate attendants are required to wear designated attire it will be provided by the government. If attire is not provided by the government gate attendants shall dress in a professional capacity to ensure a respectful and professional appearance.

1.10.10 Other Requirements: Contractors will complete reports as required by the Lake Manager upon the request of the Lake Manager or other government representative. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports Financial Summary, Financial Detailed and Lost and Found Reports. Gate Attendants will be required to perform additional duties as required in the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook. A copy of the Three Rivers Regional Office Gate Attendant Handbook and Proctor Lake Gate Attendant Handbook will be available at the Proctor Lake Office for review by prospective bidders.

(End of Summary of Changes)