

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-2340-7078		PAGE 1 OF 9	
2. CONTRACT NO. DACW31-03-P-0198		3. AWARD/EFFECTIVE DATE 23-Apr-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0031	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 10 Mar 2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7381 SIZE STANDARD:9.0 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS 0% NET30 DAYS	
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT ROBERT GWINN RD 1 BOX 222 HESSTON PA 16647		CODE E1R0900		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
17a. CONTRACTOR/OFFEROR RONALD M. QUERRY RONALD M. QUERRY 1107 PIKE STREET HUNTINGDON PA 16652-1169 TEL. (814) 643-4167		CODE 3EXG0 FACILITY CODE 3EXG0		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$1,872.00	
<input type="checkbox"/> 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							
<input type="checkbox"/> 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>0</u> COPIES <input type="checkbox"/> 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.				29. AWARD OF CONTRACT: REFERENCE <input checked="" 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 SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 24-Apr-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <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	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				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	RIDENOUR CLOSURE FFP Contractor shall provide all services in accordance with the attached Work Statement. Period of performance: 25 April 2003 thru 14 December 2003 with renewal options thru 16 December 2007. Technical POC : Dwight Beall @ (814) 658-3405 (Contracting Office) Sandy Wicks @ (410) 962-3987 Ronald M. Querry @ (814) 643-4167 PURCHASE REQUEST NUMBER: W81W3G-2340-7078	1	Lump Sum	\$1,872.00	\$1,872.00
				NET AMT	\$1,872.00
	ACRN AA Funded Amount				\$1,872.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	RIDENOUR CLOSURE (Option Year 1) FFP Contractor shall provide all services in accordance with the attached Work Statement. Period of performance: 23 April 2004 thru 12 December 2004. Technical POC : Dwight Beall @ (814) 658-3405 (Contracting Office) Sandy Wicks @ (410) 962-3987 Ronald M. Querry @ (814) 643-4167	1	Lump Sum		
				NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	RIDENOUR CLOSURE (Option Year 4) FFP Contractor shall provide all services in accordance with the attached Work Statement. Period of performance: 27 April 2007 thru 16 December 2007. Technical POC : Dwight Beall @ (814) 658-3405 (Contracting Office) Sandy Wicks @ (410) 962-3987 Ronald Querry @ (410) 643-4167	1	Lump Sum		
				POC Vendor Rep:	
					NET AMT
Funded Amount					\$0.00
					\$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	25-APR-2003	1	OPS DIV RAYSTOWN LAKE PROJECT ROBERT GWINN RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 FOB: Destination	E1R0900

0002	23-APR-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900
0003	22-APR-2005	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900
0004	21-APR-2006	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900
0005	27-APR-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0900

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000/E1 X 08 2420 014900 96181 2500 A05250
AMOUNT: \$1,872.00

CLAUSES INCORPORATED BY REFERENCE

52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000

WORK STATEMENT

PART C - DESCRIPTION / SPECS / WORK STATEMENT

Ridenour Overlook Access Control Contract, Raystown Lake, Pennsylvania.

For the period from April 25, 2003 through December 16, 2007, the Raystown Lake Project, Baltimore District, U. S. Army Corps of Engineers will contract for services to daily secure Ridenour Overlook, Raystown Lake, Heston, Pennsylvania each day.

Raystown Lake is located in Huntingdon and Bedford counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is south of the town of Huntingdon and approximately 70 miles from the Pennsylvania - Maryland border. The damsite is on the Raystown Branch of the Juniata River with the main access to the project via Rt 26 from Rt 22 to the North and the Pennsylvania Turnpike to the South. Huntingdon, Pennsylvania, approximately thirteen (13) miles to the North, has a population of 8,000 persons. Ridenour Overlook specifically is located approximately 3.5 miles south of US 22 at the end of Juniata Township road 434, locally known as Henderson Hollow / Overlook Road.

Purpose

The purpose of this contract is to protect government facilities and maintain the low incidence of vandalism by securing the entrance to Ridenour Overlook each evening and insuring that the area is cleared of visitors and vehicles. Closure of the area is accomplished by securing a metal pipe gate located at the entrance.

Dates of Services

The contract shall consist of one (1) base year and four (4) options years. The beginning and ending dates are as follows:

April 25, 2003 - December 14, 2003
 April 23, 2004 - December 12, 2004
 April 22, 2005 - December 11, 2005
 April 21, 2006 - December 10, 2006
 April 27, 2007 - December 16, 2007

Scope of Work

The contractor will be required to drive to the overlook no more than thirty (30) minutes after the posted closure time to insure that all visitors have left the area. If there are vehicles in the parking area, the contractor should attempt to contact the visitor to have them vacate the area. This may require walking to Hawn's Overlook, a 300 yard trail walk, to contact visitors. Those refusing to leave the area should be advised that they will be locked in the area until the next morning. The contractor will record the make and license numbers of any vehicles that refuse to depart or are left in the parking lot for other reasons (can not locate, broken down, etc.). If vehicles are left in the area, the contractor will call a representative of the Corps. The contractor should avoid becoming involved in confrontations with visitors. Under no circumstances will the contractor leave the gate unlocked and allow the visitor to secure it upon their departure.

If a vehicle is locked behind the gate during the summer recreation season, the contractor will advise the Corps office by phone at 658-3405 as soon as possible. If the office is closed, the contractor will contact assigned Corps employees in accordance with a contact list to be provided.

During periods of inclement weather, the Corps may not open the area. This does not preclude the contractor from assuring that the gate is properly secured at the closure time.

Contractor will provide

A licensed vehicle to be used for closing the area, flashlights, and telephone for contacting a Corps representative. The following minimum vehicle insurance is required:

Motor vehicle Liability

Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence

Government will provide

Necessary signs to advise the public of the closure hours, personal identification to include an identifying hat, and a key to access the gate lock. The issued key will be used to access Ridenour Overlook gate only.

Safety

The contractor will abide by all pertinent sections of the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 available online at www.hq.usace.army.mil/soh/EM385/385TOC.htm Particular attention should be paid to those sections on vehicle safety.

The contractor will observe speed limits and other safety signs in the operation of vehicles and shall not drive on pedestrian ways or trails.

Restrictions

No contractor or employee shall carry firearms on his person or in his vehicle or be under the influence of alcohol or drugs while performing the obligations of this contract.

The contractor and all contractor's employees shall be governed by the provisions in Title 36 Code of Federal Regulations, Part 327, during the performance of this contract.

Quantities

The Manager, Raystown Lake, reserves the right to decrease or increase line item quantities based on actual need. The contractor will be given one (1) week verbal (followed by written) or written notice of a change of schedule. The contractor shall not be reimbursed for services which might be deleted by the Manager. Variations in quantities of less than or equal to 100% based on total contract cost will preclude any adjustment in the contract amount.

Deductions

If services are not performed, or are performed outside the schedule, or otherwise not in conformity with the specifications and requirements, the Government shall have the right to reject such services. Work which cannot be corrected in a timely fashion will be deducted from the contractor's pay estimate. Deductions for partial work will be made on the basis of work accomplished and the estimated cost to complete the work by hired contractor or government staff to include labor costs, vehicle costs, and other associated costs.

Damage to Government facilities should be minimized. Any damage to Government facilities deemed to have been caused by contractor negligence, shall be (1) corrected in a timely fashion by the contractor, (2) corrected by Government forces or another contractor and deducted from the contractor pay estimate, or (3) settled in an appropriate and timely fashion through the contractors insurance carrier.

Default

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. The following is a partial listing of reasons for which default may be considered:

- a. Repetitive pay deductions for nonperformance.
- b. Repetitive safety violations.

- c. Repeated abuse of key privileges.
- d. Abnormally high amounts of damage to Government facilities or private property.

Failure of the contractors to provide services listed may be grounds for termination. Conduct or actions unbecoming on the part of the contractor, as determined by the contracting officer, will be grounds for the immediate cancellation of the contract. Basis for immediate dismissal of an employee would include but not be limited to the following:

- a. Intoxication while on duty.
- ~~b. Repeated safety violations.~~
- c. Cursing or harassment of visitors.
- d. Unprovoked physical contact with visitors, Corps personnel, or other Government Contractors.

Invoices and Payment

Payment for services under this contract will be processed on a monthly basis upon receipt of an invoice. No payment shall be received for services not rendered. Incorrect invoices will be returned to the contractor for correction. Contractor will submit itemized invoices on a monthly basis on work completed.

Contracting Officer's Representative

The authorized representative of the contracting officer for this contract is:

Mr. Dwight R. Beall
Operations Manager, Raystown Lake
R.D. 1, Box 222
Hesston, PA 16647-9998
(814) 658-3405, extension 2803

Schedule

Base Year April 25 - December 14, 2003

Closure Times

Apr 25 - May 4	8:00 PM	Sep 29 - Oct 26	7:00 PM
May 5 - Aug 17	9:00 PM	Oct 27 - Dec 14	5:30 PM
Aug 18 - Sep 28	8:00 PM		

Option Year 1 April 23 - December 12, 2004

Closure Times

Apr 23 - May 2	8:00 PM	Sep 27 - Oct 24	7:00 PM
May 3 - Aug 15	9:00 PM	Oct 25 - Dec 12	5:30 PM
Aug 16 - Sep 26	8:00 PM		

Option Year 2 April 22 - December 11, 2005

Closure Times

Apr 22 - May 1	8:00 PM	Sep 26 - Oct 23	7:00 PM
May 2 - Aug 14	9:00 PM	Oct 24 - Dec 11	5:30 PM
Aug 15 - Sep 25	8:00 PM		

Option Year 3 April 21 - December 10, 2006

Closure Times

Apr 21 - Apr 30	8:00 PM	Sep 25 - Oct 22	7:00 PM
May 1 - Aug 20	9:00 PM	Oct 23 - Dec 10	5:30 PM
Aug 21 - Sep 24	8:00 PM		

Option Year 4 April 27 - December 16, 2007

Closure Times

Apr 27 - May 6	8:00 PM	Sep 24 - Oct 21	7:00 PM
May 7 - Aug 19	9:00 PM	Oct 22 - Dec 16	5:30 PM
Aug 20 - Sep 23	8:00 PM		

Closure times are subject to change with 48 hours verbal notice followed in writing within seven (7) days.

END OF SCOPE OF WORK