

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		11	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 24-Jan-2025		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751		CODE W912WJ		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912WJ25Q0033	
				X		9B. DATED (SEE ITEM 11) 15-Jan-2025	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input 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)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Amendment is necessary to provide responses to questions from industry. Questions #2-#9 are applicable to this amendment. Performance Work Statement has also been revised. Closing is extended until January 29, 2025 at 2:00 PM. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		24-Jan-2025	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

REQUEST FOR INFORMATION

QUESTION 1: Who was the previous contract awarded to? What was the previous contract amount?

RESPONSE 1: Previous contract was awarded to Hill, Edwin for a total amount of \$12,384. No additional information will be provided regarding previous award(s) or contract total (number of years, unit price, etc.).

QUESTION 2: Is the schedule for the Park Attendant position fixed, i.e. does not rotate such as 4 days on followed by 4 days off?

RESPONSE 2: The schedule is fixed and does not rotate. The awarded Contractor will be responsible for working every Sunday, Monday, and Tuesday as well as the federal holiday on June 19 and on July 4. In addition, there is one training day that the Contractor shall attend.

QUESTION 3: Are there other positions other than this one solicitation?

RESPONSE 3: This is currently the only solicitation for a contracted Park Attendant for Buffumville Lake.

QUESTION 4: Are vendors required to submit the APP and AHA with their quote, or at a later stage?

RESPONSE 4: APPs and AHAs are not to be submitted with the quote. Per the Instructions to Vendors section, these are only required to be submitted by the successful Contractor after award and within the timeframe stated in the Performance Work Statement.

QUESTION 5: Will Contractors need to purchase their own uniforms and other equipment?

RESPONSE 5: Contractors will be provided uniforms and equipment needed to perform the work associated with this requirement.

QUESTION 6: Is it a requirement to acknowledge the clauses incorporated by reference in the solicitation? Is so, should this acknowledgement be required with the quote or after contract award?

RESPONSE 6: Vendors submitting quotes shall sign page 1, block 30a of the solicitation. By submitting a quote and signing in block 30a the vendor is acknowledging that their quote is in accordance with and they accept any and all terms and conditions included in the solicitation. Individual acknowledgement of clauses incorporated by reference is not required. Pages 1, 4 (CAGE), and 5 (completed bid schedule) as well as acknowledgement of any amendments by signing page 1 of the amendment should be submitted to the Government in accordance with the Instructions to Vendors.

QUESTION 7: How many hours is a Level 3 SSHO expected to work during this contract?

RESPONSE 7: SSHO requirements are as listed in the solicitation, page 7. SSHO shall be present at the work site and be responsible for implementing the SOH program. The Government will not provide a number of hours.

QUESTION 8: For the days of work specified in the contract, will it be necessary to have two employees with First Aid and CPR certification present every single day?

RESPONSE 8: The requirements for First Aid and CPR certification are stated on page 7 of the solicitation. When two or more employees are on site, both shall be certified in First Aid and CPR.

QUESTION 9: Is it possible to subcontract this work? If subcontracting, does the awarded Contractor have to provide fingerprints or does the subcontractor have to do the same?

RESPONSE 9: Please refer to the revised Performance Work Statement. Any individuals that will be on site performing work and interacting with the public shall be identified upon notification of successful quote and shall submit fingerprints within the time stated in the solicitation. There shall not be a substitution of personnel after award as this would violate the requirement of the solicitation.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 27-Jan-2025 02:00 PM to 29-Jan-2025 02:00 PM.

The following have been modified:

PERFORMANCE WORK STATEMENT

**PARK ATTENDANT CONTRACTOR
U.S. ARMY CORPS OF ENGINEERS
BUFFUMVILLE LAKE
CHARLTON, MASSACHUSETTS
PERFORMANCE WORK STATEMENT**

REVISED

I. GENERAL

1. Scope

The Contractor (Park Attendants) shall be responsible for the daily operation and maintenance of Buffumville Lake Park. This includes fee collection at the entrance station, daily cash outs, checking the cleanliness of park restrooms and park facilities, and litter pick up in the park and at the boat ramp at Buffumville Lake. The services require work to be performed by a party of two. All work shall be completed in accordance with the following Performance Work Statement.

2. Locations

Buffumville Park is located at 229 Oxford Road, Charlton, Massachusetts 01507.

Buffumville Park is a day-use park with parking for approximately 300 vehicles. The park is open daily and has a swim beach, picnic tables and grills, one picnic shelter, a volleyball court and horseshoe/corn hole pits. There are restrooms available for public use. A lakeshore trail passes through the park. A boat launch area with a vault toilet is located across the road from the park entrance.

3. Site Visit

Contact the Technical Point of Contact (TPOC), Park Ranger, Aidan Buck, 978-318-8692

aidan.j.buck@usace.army.mil to arrange a site visit.

4. **Schedule**

The contract period of performance shall be from contract award through 30 September 2025.

The seasonal work period for the contract shall be between 16 May 2025 to 14 September 2025. The specified services for the period of performance will be 3 days working (every Sunday, Monday, & Tuesday [including Federal Holidays]) from 8 a.m. to 8 p.m., followed by 4 days off. Additionally, the Contractor will work (2) federal holidays that are outside of the normal Sunday, Monday, Tuesday schedule: Juneteenth (June 19) and Fourth of July (July 4). Friday, May 16th is a mandatory (paid) park attendant training day. Buffumville Park opens on May 17th.

Item #	Description	Frequency	Qty
1	Buffumville Park Attendant	Daily series of: Sundays, Mondays, Tuesdays, plus 2 holidays and 1 training day	54 days

5. **Safety**

a. General:

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is

responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the Technical Point of Contact upon request.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. First Aid and CPR Personnel Requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First-Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Table 2-1

f. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

g. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the Technical Point of Contact in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within seven (7) days of an incident:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the Technical Point of Contact by close of business on the 10th calendar day of the following month.

6. Flooding

Project staff reserve the right to cease services and enact park closures at any time should the safety of employees, Contractors, and/or the public become jeopardized. Buffumville Lake is primarily a flood risk management project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The TPOC will notify the Contractor as areas are closed because of floodwaters. When flooding ends and waters recede, the TPOC will notify the Contractor as areas reopen and services may resume.

7. Pre-Work Conference

The Contractor will be required to attend a pre-work conference conducted by the TPOC and the Project Manager. The Contractor will also be instructed and trained in user fee collection procedures, uniforms and demeanor, emergency/disturbance response and given more detailed descriptions of their duties. Contractors are required to submit an Accident Prevention Plan and an Activity Hazard Analysis prior to the initial training day.

The following is a general list of items for discussion during this pre-work conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors
- ii. Surety Bond
- iii. Contractor's Safety Program (including sub-contractors)
- iv. Activity Hazard Analysis
- v. Accident Prevention Plan
- vi. Accident Reporting (ENG Form 3394)
- vii. Correspondence, Communication and Administrative Procedures
- viii. Invoice and payment

8. Security

The Contractor will comply with all established security policies at Buffumville Lake. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24-hour notice of any such closure.

9. Contractor Conduct

Contractors and employees must comply with CFR 36 Rules and Regulations.

Contract employees shall conduct themselves in a professional and orderly manner. Tact, diplomacy, and courtesy shall be exercised at all times while corresponding with the public. Personal cleanliness and presentable appearance are required of all contract personnel when dealing with the public.

The park attendants will not consume or come under the influence of alcoholic beverages, drugs and/or medication in the absence of a doctor's prescription while on duty or in view of the public at the gatehouse or other park areas.

10. Payment

The Contractor shall submit one invoice per month, identifying the contract number, stating the number of services completed during the month, identified by item number and quantity. Payment shall be made for the actual services performed at the applicable contract unit price. Short periods of emergency absence may be approved on an individual basis, based on need and workload at the discretion of the TPOC. No payments will be made for service not completed.

The invoices will be delivered to:
Buffumville Lake Office
Attn: Aidan Buck
48 Old Oxford Rd.
Charlton, MA 01507
Or emailed to:
Aidan.j.buck@usace.army.mil

II. Technical

1. Background Check

Park Attendant Contractors will be subject to background security checks by USACE. Contract award is contingent upon a successful background check. The Contractor with the apparent low quote will be required to complete Form SF85P titled "Questionnaire for Public Trust Positions". Failure to complete the form and complete the finger printing process within 5 business days of notification that you are the apparent Contractor will be considered a declination of the contract.

If subcontracting, upon notification of successful quote, Contractor shall identify any individual that will be performing work on site. Any individual that will be working on

site shall submit fingerprints within the time stated above and shall successfully pass a background check.

2. Surety Bonding

Contractors are required, at their own expense to furnish a bond to the Government in the amount of \$1,000 prior to the start of the contract. Bond paperwork will be submitted to the TPOC.

3. Inspection and Contract Performance

The services performed by the Contractor under the provision of this contract shall be subject to evaluation by the Contracting Officer or the TPOC to ensure strict compliance with the terms of this contract. The Contractors will be advised as soon as possible of any deficiency in work.

4. Government Resources

The Contractors will be required to return all U.S. Government property in excellent condition after completion of the last day of the contract. All cleaning supplies and restroom materials will be provided by the Government. Government furnished supplies valued at less than \$100 each.

5. Park Attendant Contractors

There may be a total of three park attendants living in the park. All attendants work specific scheduled days during the recreation season. Attendants will share all provided supplies and equipment with other attendants and park staff as needed.

6. Service Requirements

a. Park Entrance Gate Operation

The Contractor will unlock the entrance gate by 8:00 a.m. each morning and lock the gate at sunset or 8:00 p.m. whichever precedes each night after ensuring that all visitors have left the park. Contractors will accept the day use fee from each vehicle/visitor that enters the park and adhere to ER 1130-2-550 Chapter 9, Recreation Operations and Maintenance Guidance. Contractors must monitor automated fee machine use and visitor compliance. Contractors will explain the carry-in/carry-out litter policy to each visitor and shall furnish a litterbag (supplied by the Government) to any patron who may need it for purposes of carrying out their garbage. Contractors will assist other personnel when the parking lot(s) become full by monitoring parking, directing overflow, etc. Contractors are responsible for posting shelter reservations daily. Contractors will issue temporary drive down permits and handle all sports equipment rental items. Contractors will record a written daily log of all visitation, complaints, comments, suggestions, accidents/incidents, violations/disturbances, Contractor entrance/exit times and safety hazards. Contractors will promptly report all accidents, incidents, disturbances, safety concerns and violations of law to the TPOC. Under no circumstances are the Contractors to enforce Title 36 Rules and Regulations or federal, state, or local laws.

Contractor may have the use of a USACE golf cart, if applicable, and will complete the required defensive driver training prior to operation.

b. Fee Collection

All administration equipment and supplies will be provided by the Government. The Contractor will collect day use fees at Buffumville Park in accordance with established policies and procedures. The Contractor will operate a cash register and be responsible for all fees collected on their shift. After every shift, the Contractor will prepare a Bill for Collection (BFC) for funds transfer to the TPOC. Cash will be converted to a bank check or money order. **The Contractor is responsible for all costs associated with acquiring a money order.**

Remittance procedure for checks, money orders and associated paperwork will be covered at the pre-work conference. The Contractor is required to supply their own change fund in the amount of no less than \$50.00 which will be used throughout the contract for daily cash register fee collections and change exchange.

Additionally, all Contractors will be required to monitor the proper use of the newly implemented automated fee machine as another means of fee collection via credit/debit card. Contractors will monitor the automated fee machine operations and inform the TPOC accordingly of any maintenance issues that need to occur with the machine. Contractors are not responsible for the maintenance of the machine.

c. Restroom Cleaning

The primary daily cleaning of the restroom building will be performed by a separate Government contractor. The Park Host Contractor will be responsible for monitoring the cleanliness of the park restrooms several times daily and replenishing supplies when necessary, between contracted cleanings. Restrooms include 7 toilets, 1 urinal, 6 sinks, doors, stall partitions, baby changing stations, interior walls, floors & doors. The restrooms must be checked hourly and cleaned on an as needed basis. This includes when necessary, the cleaning and disinfection of surfaces, sweeping, mopping, litter pickup and replenishing toilet tissue as necessary. Check at least once a day to ensure all exhaust fans, hand dryers and GFI outlets are operating properly and report to TPOC if any issues arise so they can be addressed promptly. All cleaning materials and restroom supplies will be provided by the Government.

d. Picnic Barbecue Grills

All grills (approximately 65 total) will be cleaned on **MONDAYS** of each week. All ash, unspent briquettes, wood, wire-brushed food debris and litter inside and under the grill will be disposed of properly at a location approved by the TPOC. Tools such as a shovels and rakes will be provided by the Government.

e. Park Litter Pick up

At the end of each workday, all litter will be picked up throughout the entire Buffumville Park area. This area includes parking lots, picnic areas, picnic shelters, stairs, and walkways and across the street at the boat ramp and parking area. These areas should be raked if necessary to remove broken glass or other debris. The Contractor will be responsible for disposing of all litter collected during the work shift at the Buffumville

Lake Office dumpster.

f. Federal Holidays on Monday

If a federal holiday occurs on a Monday of a contractor's shift, that contractor may adjust their cleanings of grills correspondingly within the same 3-day cycle.

g. Uniforms

The Contractor will promote and maintain a favorable image of USACE through their personal appearance and actions. USACE identification in the form of a shirt, jacket and/or cap provided by USACE will be worn while on duty. A supplied nametag will be worn in addition to USACE identification. Appropriate closed-toe footwear, furnished by the attendants, will be worn while on duty.

7. Contractor Camp Site

a. Temporary Living Quarters

- i. The Park Attendant Contractors are required to live on site, while on their duty days in a designated site at the park. The couple must provide their own fully operable "self-contained" RV or another similar self-contained camper unit. Maximum length of the camper/trailer cannot exceed 45'. The campsites consist of partial sun/shade, are level, and in complete view of the entrance station building and visitor parking lot. Designated site utilities and amenities include electric (50-amp, 120 v), full water and sewer hookups, picnic table, fire ring and a pedestal grill. The dumpster and recycling bins are located at the Buffumville Lake Office for all trash disposal needs. Wi-Fi is not available at this location.
- ii. Contractors will maintain their campsite and always keep them in a clean and orderly condition. The TPOC has final discretion.
- iii. Contractors may arrive as early as 10 days before the park opens. Contractors may stay at their site up to 10 days after the park closes for the season unless other arrangements have been made with the TPOC.
- iv. The Contractor shall have an operable vehicle for personal and/or contract related transportation with valid licenses and insurance

(End of Summary of Changes)