

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) PAGE 1 OF 67 PAGES

2. CONTRACT NO. **NAFET1-01-C-0008** 3. SOLICITATION NO. **NAFET1-01-R-0004** 4. TYPE OF SOLICITATION
 SEALED BID (SFB)
 NEGOTIATED BID (RFP) 6. DATE ISSUED **01/16/2001** 8. REQUISITION/PURCHASE NUMBER **NAF-DP1-01-016**

7. ISSUED BY **HQ, Army Materiel Command
NAF Contracting Office
Attn: AMCPE-MS (7N51)
5001 Eisenhower Avenue
Alexandria VA 223330001** CODE **AMC CONT.** 8. ADDRESS OFFER TO (If other than item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handwritten, in the depository located in _____ until 1600 hrs ET local time 15 March 2001 (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: _____

A. NAME _____

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT. _____

C. E-MAIL ADDRESS _____

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-10, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52-232-9)

10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR
**Lawrence Carr Amusements
12864 Biscayne Blvd.
North Miami, FL 33181**

CODE **T000003329** FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
**Lawrence Carr
President**

16B. TELEPHONE NUMBER
AREA CODE **305** NUMBER **892-8538** EXT. _____

17. SIGNATURE
Lawrence Carr

18. OFFER DATE
3/11/01

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED _____

20. AMOUNT **\$ 7,500.00**

21. ACCOUNTING AND APPROPRIATION **DP1 RF 11503 5G**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c) () 41 U.S.C. 253(d) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) _____ ITEM _____

24. ADMINISTERED BY (If other than item 7) CODE _____

25. PAYMENT WILL BE MADE BY _____ CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)
Lillian Chass

27. UNITED STATES OF AMERICA
Lillian Chass
(Signature of Contracting Officer)

28. AWARD DATE
3-15-01

7
May - 8157
065817

NAME OF OFFEROR OR CONTRACTOR Carr Amusement Company

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	<p>Tax ID Number: Not Available Delivery: 06/14/2001 Admin Office: Lillian Class Ph: (703) 617-4605 Fax: (703) 617-4963 email: lclass@hqamc.army.mil</p> <p>Ship To: Community Center Building 552, Malterer Avenue Fort Monmouth NJ 07703</p> <p>Mail Invoice To: NAF Financial Services PO Box 6111 (Ft. Monmouth) Texarkana TX 75505</p> <p>Accounting Code: DP1-RF-11-503-5G FOB: Destination Discount Terms: see schedule Period of Performance: 06/14/2001 to 06/17/2001</p> <p>Per conversation with Larry Carr, Carr Amusement raised their concession fee to \$7,500.00.</p> <p>Contractor is required to sign the contract in block #17 and fax back to the contracting officer at 703-617-4963.</p> <p>Payment of \$7,500.00 shall be made to Ft. Monmouth by May 15 2001. Obligated Amount: \$7,500.00 *No appropriated funds of the United States will become due or be paid to the Contractor or Concessionaire by reasons of this contract. However, pending approval of new nonappropriated fund contract forms, this contract will use certain standard appropriated fund contract forms. IMPORTANT: Notwithstanding any references on those forms to appropriated fund laws, accounting data, regulations, or clauses, this contract is governed exclusively by the provisions of Army Regulation 215-4. Use of appropriated fund contracting forms does not grant the contractor any new rights not otherwise provided by nonappropriated fund contract procedures. Any references to the contrary are void.*</p> <p>Total amount of award: \$7,500.00. The obligation Continued ...</p>	1.00	CH	7,500.00	7,500.00

CONTINUATION SHEET

REF. NO. OF BEING CONTD.
NAFET1-01-C-0008

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NAME OF OFFEROR OR CONTRACTOR Carr Amusement Company

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	for this award is shown in box 20.				

PART I - SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: The contents below are descriptions of the goods and/or services to be furnished by the contractor. The specifications, payment, the prices, the place of Carnival, and any other terms and conditions applicable to the proposal are set forth in Section C.

The purpose of the request for proposal (RFP) is to secure the services of a contractor to provide a Carnival at Fort Monmouth, New Jersey on June 14-17 2001, as more fully described in Section C.

B-1. Amusement Rides. Contractor shall provide 15 - 25 amusement rides with equal emphasis on kiddie and adult rides (**Contractor Must Provide A Ferris Wheel.**) The Contractor shall provide the following RIDES OR EQUAL. (Please circle appropriate rides you will provide.)

ADULT

Ranger	Rock N Roll
Hurricane	Skymaster
Zumer	<u>Zipper</u>
Scrambler	Century Wheel
Giant Swings	Gravitron
Viking Ship	<u>Wipout</u>
Iceland Express	<u>Raiders</u>
Roller Coaster	Crazy Bus
<u>Tilt-A-Whirl</u>	<u>Hampton</u>
<u>Round-Up</u>	Granny Bugs
<u>Ferris Wheel</u>	

KIDDIE

Bounce House
<u>Moon Walk</u>
Mini Cars
Bulgy The Whale
<u>Bumble Beez</u>
<u>Beach Fun House</u>
Thriller
<u>Airplanes</u>
Balloon Race
<u>Dragon Wagon</u>
Berry Go Round
Helicopter
<u>Carousel</u>
Little Wheel
<u>Train</u>

B-1.1. If offering substitute (i.e., equal) amusement rides, provide a list and short description of each on the space provided below.

- | | |
|-----------------------|----------|
| a. <u>BUMPER CARS</u> | f. _____ |
| b. <u>SPIDER</u> | g. _____ |
| c. <u>SIZZLER</u> | h. _____ |
| d. _____ | i. _____ |
| e. _____ | j. _____ |

NOTE 1: Attach a plain sheet of paper if more space is needed.

B-2. Game Booths. Contractor shall provide 10 of the following GAMES OR EQUAL: Please circle appropriate games you are offering.

- | | |
|---------------------|---------------------|
| <u>Milk Cans</u> | <u>Balloon Bust</u> |
| <u>Dime Pitch</u> | <u>Pool Tables</u> |
| <u>Racing Derby</u> | <u>Water Derby</u> |
| <u>Crossbow</u> | <u>Machine Gun</u> |
| <u>Crazy Ball</u> | <u>Apple Darts</u> |
| <u>Duck Pond</u> | |

B-2.1. If offering substitute (i.e., equal) game booth, provide a list and a short description of each in the space below.

- | | |
|----------|----------|
| a. _____ | f. _____ |
| b. _____ | g. _____ |
| c. _____ | h. _____ |
| d. _____ | i. _____ |
| e. _____ | j. _____ |

NOTE 1: Attach a plain sheet of paper if more space is needed.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT CODE	PAGE 1 OF PAGE 1
2. AMENDMENT/MODIFICATION NO. 01002	3. EFFECTIVE DATE 01/16/2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. OR NUMBER
6. ORDER BY ARMY Materiel Command 325 Contracting Office Room AMOFE-MC (7N51) 400 Eisenhower Avenue Alexandria VA 22330001	6006 AMC CONT.	7. ADMINISTERED BY (If other than item 6) Lillian Class Ph: (703) 617-4605 Fax: (703) 617-4963 email: lclass@hqamc.army.mil	6006 AMOFE, MC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Orange Carr Equipment 2864 Bucaayne Blvd Miami FL 32191		9A. AMENDMENT OF SOLICITATION NO. X NAFET1-01-R-0004	9B. DATED (SEE ITEM 10) 01/16/2001
9C. FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 10)

11. THIS ITEM ONLY APPLIES TO AMENDMENT OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and the date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 11 and 12, and returning _____ 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 number. 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 bid station and this amendment, and is received prior to the opening hour and date specified.

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. HAS CHANGE ORDER BEEN ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. _____ OF ITEM 14.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

IMPORTANT: Contractor is not, is required to sign this document, and return _____ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC section headings, including salient contract subject matter where feasible)

Best and Final Offer

Costs Flat Fee to paid to the NAFI for 15 Kubes
10 game booths and 4 food booths. \$ 7,500.00

Costs Flat Fee for extra food booths. (Maximum
of 2 extra food booths) _____ (Quantity) x
\$300.00 = \$ _____

Period of Performance: 06/14/2001 to 06/17/2001

All of the printed matter, all terms and conditions of the document referenced in item 9B or 10A, as hereon to be changed, remain unchanged and in full force and effect.

15. NAME AND TITLE OF SIGNER (Type or print) LAWRENCE Carr, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16. CONTRACTOR/OFFEROR Lillian Class	16B. UNITED STATES OF AMERICA
16C. DATE SIGNED 15/Jan/01	16C. DATE SIGNED
BY _____ (Signature of the person authorized to sign)	BY _____ (Signature of the person authorized to sign)

C-8. FOOD BOOTHS:

- a. The contractor **will not** distribute free samples of food, beverages, or other products to patrons at the event excluding prizes.
- b. The contractor may **NOT** serve any beverages in bottles, cans or glass containers. All food and beverage concessionaires are subject to local food and handing storage requirements. (See **Guidance To Food Vendors Participating In Special Events, Attachment 3**)
- c. The Contractor shall provide the NAFI a minimum of four (4) different food/beverage booths. The Contractor may have up to two (2) extra food booths for a flat fee payment of \$300.00 extra for each food booth, as indicated in section B.
- d. The Contractor will not be permitted to serve or sell any beverages that contain alcohol.

C-9. GAME BOOTHS. The Contractor shall operate ten (10) game booths, as indicated in Section B, with prizes to winners.

C-10. UTILITIES: The contractor will be responsible for safely supplying all electrical requirements i.e. generator, wiring, outlets. Contractor will supply and place light towers to adequately illuminate the Carnival and booth areas.

C-11. ADVERTISING: Contractor shall provide the COR posters for marketing purposes at least 2 weeks prior to the Carnival. These posters shall be free of charge to the NAFI. The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government. Any advertisement by the Contractor shall contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the U.S. Government.

C-12. CONTRACTOR PERSONNEL:

- a. The Contractor shall have personnel available at all times who are capable of expeditiously adjusting and/or repairing all contractor supplied equipment. Should contractor personnel be unable to place equipment back into operation within 24 hours, the contractor shall immediately replace disabled equipment with identical or equivalent equipment. If replacement is not practical, contractor shall

PART I - SECTION D, PACKAGING AND MARKING

This section does not apply to this solicitation

PART I - SECTION E. INSPECTION AND ACCEPTANCE

- E-1.** All of the contractor's equipment will be new or late model machines in good working order. Inspections will be performed by the Contracting Officers' Representative (COR), and the Fort Monmouth Safety Officer.
- E-3.** Inspection and acceptance of the Contractor's operation shall be accomplished by the COR. Acceptance of work performed under this contract can only be approved by the Contracting Officer
- E-4.** Food shall be maintained as prescribed in the enclosed memorandum for Special Events (**Attachment 3**). All food items shall be subject to inspection by Fort Monmouth's Preventive Medicine Food Inspection Personnel.
- E-5.** All food stands will comply with all safety procedures. Failure to do so may result in shutdown of operation. (**See Safety Check List, Attachment 4**)

PART I - SECTION F. DELIVERIES OR PERFORMANCE

- F-1.** The dates and times of operation of the Carnival are as follows:
- a. Set-up by Tuesday, June 12, 2001, 12:00 Noon .
 - b. Pre-final inspection of all rides, game booths, and food facilities will begin at ~~12:00 Noon~~ on Thursday, June 14, 2001.
9 am
 - c. Final inspection of all rides, game, and food booths will be at ~~9:00~~ *12 noon* a.m. on Thursday, June 14, 2001.
- F-2.** The contractor may set-up its attractions ~~and/or store its equipment~~ on the Installation as directed by the COR beginning on June 10, 2001. The contractor is responsible to set-up, ~~store its equipment~~ at the Installation with no assistance of the Government personnel.
- F-3.** If additional time is needed for setting-up of attractions, please indicate the extra time needed and the reasons why it is needed.
- F-4.** The Contractor will remove all rides, booths, structures, equipment, and debris from the area within 48 hours following the closing of the Event. A final inspection by the COR will take place before the contractor departs.

PART I - SECTION G, CONTRACT ADMINISTRATION DATA

- G-1.** **CONTRACT PERIOD:** The period of performance of any contract resulting from this solicitation will be from June 14-17, 2001, unless sooner terminated under the provisions herein.
- G-2.** **CONTRACT ADMINISTRATION:** The Contracting Officer is responsible for the administration of this contract and is authorized to take action on behalf of the NAFI that may result in changes and in the terms of the contract, including deviations from specification details.
- a. All contract actions shall be directed to the following:**
- Name: Lilliam Class, Contracting Officer
 Location: Headquarters, Army Material Command
 5001 Eisenhower Avenue
 Attn: AMCPE-FM
 Alexandria, VA 22333-0001
 703-617-4605
- G-3.** **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** A Contracting Office's representative will be appointed by the Contracting Officer. Designation shall be in writing and shall clearly define the scope and limitation of authority.
- G-4.** **ORAL REPRESENTATION:** This written contract includes the entire agreement between the parties. The NAFI will not be bound by any oral or written representation not included in the written contract, change or amendments thereto. The NAFI will not be bound by any terms on contractor forms or letters unless such terms are specifically agreed to and incorporated in the contract and signed by the Contracting Officer.
- G-5.** **MODIFICATIONS AND ADDITIONS:** Except as otherwise specifically provided in this contract, all changes, modifications, additions or deletions to this contract must be prepared in writing as formal amendments, signed by both parties, and approved LAW provisions of applicable regulations.

PART I - SECTION H, SPECIAL CONTRACT REQUIREMENTS

H-1. PAYMENT TO THE NAFI

- a. Flat Fee paid to the NAFI, as indicated in Section B Line Item 001a, to include flat fee for additional food booths, payment needs to be made to the NAFI 30 days prior to the event. Flat fee payment may be made by cash, certified check or money order payable to IMWRF and sent to IMWRF, PO Box 69, Fort Monmouth, NJ 07703-5104 or delivered to Bldg. 286 Russell Hall, Fort Monmouth, NJ.

- H-2. RESTRICTIONS:** The NAFI reserves the absolute right to prohibit the contractor from beginning to operate any show, riding device, concession or attraction which they deem to be objectional, immoral (defined as, "being contrary to prevailing community standards and the family-oriented nature of the Carnival"), or unsafe to operate, it being distinctly understood that all immoral shows, human freaks, unsafe riding devices, or other objectional shows, concessions or attractions are strictly prohibited under this contract, as are gambling devices or games of chance which are contrary to federal Laws, Army Regulations and/or laws of the State Of New Jersey. The Contractor agrees that no beverages of an alcoholic content, narcotics, dangerous or controlled substances may be dispensed by the contractor at the said Carnival or on the military installation.

H-3. INSURANCE:

- a. Contractor will procure and maintain at his own expense, and with a company or companies acceptable to the NAFI, the following insurance during the entire performance period of this contract and shall furnish the NAFI with certificates of insurance evidencing such insurance to be in effect. Contractor should provide copies of certificate of insurance ten (10) days prior to the beginning of the Carnival. All liability insurance contracts shall name the United States and the U.S. Army, Fort Monmouth, IMWRF NAFI as co-insured parties, in addition to the Contractor, with severability of interest clause, with respects to claims, demands, suits, judgments, cost, charges, and expense arising out of or in connection with any loss, damage or injury resulting from negligence of or other fault of the Carnival, it agents, representatives and employees.
- b. Workmen's Compensation Insurance and Employer's Liability Insurance if the contractor has one or more employees. Aside from any state requirements as to a

minimum number of employees, Contractor's insurance coverage will comply with the requirements and benefits established by the State of New Jersey. IMWRF NAFI, Fort Monmouth, and the United States of America will be named or co-insured in the policy.

c. Public liability Insurance in the minimum limits of \$1,000,000.00 for each accident or occurrence and bodily injury liability; \$50,000.00 for injury to or death to any one person, and \$25,000.00 for each accident or occurrence for property damage liability. All liability insurance policies will name the United States Army and IMWRF NAFI, Fort Monmouth, as co-insured parties, in addition to the Contractor.

d. Comprehensive General Liability, including products, in the minimum limits of \$25,000.00 for injury or death to any one person; \$100,000.00 for each accident or occurrence and aggregate products limits of \$100,000.00 for bodily injury liability and \$25,000.00 for each accident or property damage liability. All liability insurance contracts shall name the United States and the IMWRF NAFI, Fort Monmouth, as co-insured parties, in addition to the contractor.

e. For all employees or Contractor operating motor vehicles on the military installation for any purpose whether or not owned by the amusement company or operated for the benefit, the contractor will provide automobile injury and property damage liability insurance with the minimum limits of \$25,000.00 for injury to each of any one person; \$50,000.00 for each accident or occurrence for bodily harm liability and \$10,000.00 for each accident or occurrence for property damage liability. All liability insurance contracts shall name the United States and IMWRF NAFI, Fort Monmouth, New Jersey.

H-4. Contractor will furnish with his bid a current certified balance sheet as evidence of his ability to discharge his financial responsibilities.

H-5. Contractor will ensure that equipment or fixtures of any concession are not sold or removed without prior consent of the NAFI. Further, the contractor shall not sell, remove or close down any show or exhibit without prior oral or written consent of NAFI unless it is in the best interest of safety.

H-6. Contractor will not present himself or permit himself to be represented to the public as an agent of the Government, NAFI, or the military installation where the activity is located. The Contractor shall not use words implying identification with or employment or endorsement by the NAFI or the military installation on letters or billheads or on signs, or in any other matter.

H-7. Contractor will not sublet any of the premises assigned to him or assign to another the conduct of his business without first obtaining written modification of this contract. No assignment or transfer, no matter accomplished shall be effective, nor shall any assignee or transferee acquire any rights to or under this contract unless prior consent to any assignment or transfer is obtained, which shall be evidenced only by a written instrument executed by the parties hereto and with the same formalities as are required for the execution of this contract.

H-8. The space assigned for the contractor's use is not to be construed as the creation of a tenancy or any interest in security where the Carnival is conducted.

H-9. **SAFETY:**

a. The Contractor will comply with all federal, state and local safety laws and regulations governing the assembly, placement, operation maintenance and disassembly of all amusement rides that will be used or provided for the Carnival. The assembly, placement, operation, maintenance and disassembly of said amusement rides shall be accomplished by qualified and experienced personnel, under the supervision of the contractor, in accordance with established acceptable commercial practices and design limitations of said equipment. Contractor will perform all tests necessary to insure safe operation prior to opening of the equipment to the public. Contractor shall maintain all equipment in proper, safe mechanical working order and provide all necessary repairs and replacement of parts as required. **(A Load Testing Certification For The State Of New Jersey Is Required)**

b. The Contractor will space rides and booths a minimum of twenty (20) feet to provide for fire lanes. The contractor agrees to follow all Department of Army safety, health, and fire regulations. Contractor is responsible for correction of deficiencies in safety, health and fire findings prior to operating any booth, game, or ride.

c. The Contractor shall assure that employees are trained and understand their fire prevention responsibilities.

H-10 **PRESERVATION OF VEGETATION:** The contractor shall at the termination of the Carnival, be responsible to yield up said premises in a good order and condition as when the same were entered upon by the contractor. The contractor will preserve and protect all existing vegetation such as trees, shrubs and grass at, or adjacent to, the amusement area. The contractor will be responsible for unauthorized cutting or damaging of trees and shrubs including damage due to careless operation of equipment.

- H-11.** **ENVIRONMENTAL CONTROL:** The Contractor shall maintain all areas in accordance with (LAW) the Installation Hazardous Waste Management Plan and any Federal, State and local laws and policies concerning environmental regulations. The Contractor shall be responsible for assessing the need to comply with and maintain an environmentally safe area and ensure proper procedures are followed in the use and disposition of any hazardous waste in the immediate area LAW Army Regulation (AR) 700-41. (Attachment 5).
- H-12.** **TRASH REMOVAL:** The NAFI will be responsible for providing trash receptacles at various locations on the Event grounds. The Contractor shall be responsible for bagging all trash in the area and removing the bagged trash to the trash receptacles at the end of each day. The Contractor must comply with the Fort Monmouth Recycling/Refuse Collection Program (See Attachment 6).
- H-13.** **LICENSES AND PERMITS:** The Contractor shall maintain, at his own expense, prior to commencing operation, all necessary permits, licenses, and other approvals required by law for its operation hereunder.
- H-14.** **VANDALISM:** The United States Government shall not be liable for any acts of vandalism or theft directed to the contractor's property.
- H-15.** **TAXES:** The contractor shall pay all Federal, State, and Local Taxes applicable to the performance of this contract.
- H-16.** **WAGE DETERMINATION:** Wage Determination Number 94-2351, Rev.14 dated 09/15/2000 attached and incorporated into this order. (Attachment 7)
- H-17.** If, in the opinion of the NAFI, the conduct of any servant or servants, agents or employees of Contractor in and about the premises covered by this contract interferes with service or with discipline, contractor agrees, at the request of the NAFI, to remove such servant, agent, or employee from service at the Carnival.
- H-18.** At the conclusion of the Carnival, the Contractor will promptly remove all of its property from the installation. The said removal will take no longer than 48 hours following the conclusion of the Carnival. Failure to remove the said property within the aforementioned time limit shall subject the said property to removal by the Installation Commander and storage in a public warehouse at the Contractor's expense. If upon termination of the contract, the Contractor is in any way indebted to the NAFI or to any instrumentality of the Government, the Installation Commander may take possession of such property and dispose of the same on behalf of the contractor by public or private sale without notice and satisfy out of

the proceeds of such sale, the cost of the sale and the indebtedness of the contractor.

H-19. **FORCE MAJEURE:** No party shall be responsible for events that are unforeseeable and beyond its reasonable control, such as acts of God, weather delays, and Government restrictions.