

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W62A2B31676368		PAGE 1 OF 56	
2. CONTRACT NO. W912P723C0016		3. AWARD/EFFECTIVE DATE 01-Sep-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P723R0016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LISA I IP				b. TELEPHONE NUMBER (No Collect Calls) 415 503 6877	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 26 Jul 2023							
9. ISSUED BY USACE, SAN FRANCISCO DISTRICT 450 GOLDEN GATE SAN FRANCISCO CA 94102 TEL: (415) 503-6995 FAX:		CODE W912P7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO OPNS BR LAKE MENDOCINO POPPY LOZOFF 1160 LAKE MENDOCINO DRIVE UKIAH CA 95482		CODE W912P7		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR COUNTY OF MENDOCINO JASON CAUDILLO 951 LOW GAP RD UKIAH CA 95482-3736 TELEPHONE NO. 7074683423		CODE 1TKU0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USAED FINANCE, ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$110,789.05	
<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							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <u>Darren Brewster</u> Darren Brewster (Aug 9, 2023 14:03 PDT)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Darren Brewster Undersheriff		30c. DATE SIGNED Aug 9, 2023		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joshua Kaimikaua TEL: 415-503-6988 EMAIL: joshua.j.kaimikaua@usace.army.mil		31c. DATE SIGNED	

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darren Brewster Aug 9, 2023
Darren Brewster (Aug 9, 2023 14:03 PDT)
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310/SO

Line Item: 825670

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 08/29/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 08/29/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 08/29/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/09/2023

CONTRACTOR/COMPANY NAME:

By: Joshua Kaimikaua
Digitally signed by Joshua Kaimikaua
Date: 2023.08.10 13:10:25 -07'00'

NAME AND ADDRESS OF CONTRACTOR:

USACE, San Francisco District

450 Golden Gate

San Francisco, CA 94102

Ph: 415.503.6988

Em: Joshua.j.kaimikaua@usace.army.mil

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 08/09/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Per
Deputy CEO or Designee

Date: 08/09/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ n/a revenue contract

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 56	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
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: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <u>Darren Brewster</u> <small>Darren Brewster (Aug 9, 2023 14:03 PDT)</small>		32c. DATE Aug 9, 2023	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Darren Brewster, Undersheriff		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 951 Low Gap Road Ukiah, CA 95482			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 707-463-4411		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE brewsted@mendocinosheriff.org		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Law Enforcement Services FFP Deputy Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: W62A2B31676368 PSC CD: R499	1	Job	\$82,161.75	\$82,161.75
NET AMT					\$82,161.75
ACRN AA CIN: W62A2B316763680001					\$82,161.75
0002	Base Year - Law Enforcement Services FFP Sergeant Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: W62A2B31676368 PSC CD: R499	1	Job	\$19,924.80	\$19,924.80
NET AMT					\$19,924.80
ACRN AA CIN: W62A2B316763680002					\$19,924.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job	\$8,702.50	\$8,702.50

Base Year - Law Enforcement Services

FFP

Lieutenant - Administration: Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: W62A2B31676368

PSC CD: R499

NET AMT	\$8,702.50
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ACRN AA	\$8,702.50
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CIN: W62A2B316763680003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Job	\$86,267.25	\$86,267.25

OPTION

Option Year 1 - Law Enforcement Services

FFP

Deputy Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement.

FOB: Destination

PSC CD: R499

NET AMT	\$86,267.25
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Job	\$20,920.80	\$20,920.80
OPTION	Option Year 1 - Law Enforcement Services FFP Sergeant Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$20,920.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Job	\$9,137.50	\$9,137.50
OPTION	Option Year 1 - Law Enforcement Services FFP Lieutenant - Administration: Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$9,137.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job	\$90,585.50	\$90,585.50
OPTION	Option Year 2 - Law Enforcement Services FFP Deputy Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$90,585.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Job	\$21,967.20	\$21,967.20
OPTION	Option Year 2 - Law Enforcement Services FFP Sergeant Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$21,967.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Job	\$9,594.50	\$9,594.50

OPTION

Option Year 2 - Law Enforcement Services
FFP

Lieutenant - Administration: Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement.

FOB: Destination

PSC CD: R499

 NET AMT

\$9,594.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job	\$95,110.75	\$95,110.75

OPTION

Option Year 3 - Law Enforcement Services
FFP

Deputy Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement.

FOB: Destination

PSC CD: R499

 NET AMT

\$95,110.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Job	\$23,065.20	\$23,065.20
OPTION	Option Year 3 - Law Enforcement Services FFP Sergeant Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$23,065.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Job	\$10,074.00	\$10,074.00
OPTION	Option Year 3 - Law Enforcement Services FFP Lieutenant - Administration: Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$10,074.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job	\$99,866.00	\$99,866.00
OPTION	Option Year 4 - Law Enforcement Services FFP Deputy Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$99,866.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Job	\$24,218.40	\$24,218.40
OPTION	Option Year 4 - Law Enforcement Services FFP Sergeant Patrol - Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				
NET AMT					\$24,218.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Job	\$10,578.00	\$10,578.00
OPTION	Option Year 4 - Law Enforcement Services FFP Lietenant - Administration: Law Enforcement Services at Lake Mendocino. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499				

NET AMT

\$10,578.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2023 TO 31-AUG-2024	N/A	OPNS BR LAKE MENDOCINO POPPY LOZOFF 1160 LAKE MENDOCINO DRIVE UKIAH CA 95482 707-467-4237 FOB: Destination	W912P7
0002	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0003	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
1001	POP 01-SEP-2024 TO 31-AUG-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
1002	POP 01-SEP-2024 TO 31-AUG-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
1003	POP 01-SEP-2024 TO 31-AUG-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
2001	POP 01-SEP-2025 TO 31-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
2002	POP 01-SEP-2025 TO 31-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
2003	POP 01-SEP-2025 TO 31-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
3001	POP 01-SEP-2026 TO 31-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
3002	POP 01-SEP-2026 TO 31-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
3003	POP 01-SEP-2026 TO 31-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
4001	POP 01-SEP-2027 TO 31-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
4002	POP 01-SEP-2027 TO 31-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
4003	POP 01-SEP-2027 TO 31-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2021 3123 000 0000 CCS: 210 L3 2021 08 2452 004230 96043 2520344KDD NA 37FC6H
 AMOUNT: \$110,789.05

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W62A2B316763680001	\$82,161.75
	0002	W62A2B316763680002	\$19,924.80
	0003	W62A2B316763680003	\$8,702.50

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (Apr 2012) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach an agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach an agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

___ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)(31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021)(22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014)(41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022)(E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)(E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022)(E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)(31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov>

(End of clause)

SPN 32-4003 INVOICES (MAY 2000)

(a) The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. Invoices will be submitted to:

USAED FINANCE, ATTN: CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005
EMAIL: CEFC-L3invoices@usace.army.mil

An additional copy of the invoice shall be provided to:

USACE San Francisco District
ATTN: Poppy Lozoff
Email: poppy.l.lozoff@usace.army.mil

////////// END OF CLAUSE //////////

PERFORMANCE WORK STATEMENT

Law Enforcement Service Agreement Single Source Mendocino County Sheriff's Office

Part I

General Information

1. **GENERAL:** This is a non-personal services contract to provide law enforcement services for Lake Mendocino. 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 law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: A law enforcement services contract for Lake Mendocino to be in accordance with Section 120 of the Water Resource Development Act of 1976. Under the provision of Public Law 94-587, for enforcement of civil and criminal laws of the State and County on lands administered by the U.S. Army Corps of Engineers.

1.3 Objectives: To provide public safety and law enforcement so that the public can enjoy recreational activities available as well as maximizing visibility at the project site in order to deter crime.

1.4 Scope: Law enforcement services. The scope of this contract includes law enforcement patrol services; both vehicle and boat patrol when crimes most likely occur (i.e weekends, holidays and surrounding dates), emergency response outside of the normal patrol times when necessary, maintaining communication with designated USACE personnel concerning law enforcement activities. The Contractor shall provide the enforcement of civil and criminal laws of the State of California in accordance with the duties described and to the standards in the PWS. The Contractor shall immediately notify the Park Manager of any serious incidents reported or encountered within the bounds of, or potentially involving, USACE property or project visitors. This notification may be either in person, by telephone or by radio. Serious incidents include those which jeopardize public safety or health, transportation, fatalities or damage to either private or USACE leased property. Provide a daily patrol log for each patrol officer and report all law enforcement actions.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year	September 01, 2023 – August 31, 2024
Option Year I	September 01, 2024 – August 31, 2025
Option Year II	September 01, 2025 – August 31, 2026
Option Year III	September 01, 2026 – August 31, 2027
Option Year IV	September 01, 2027 – August 31, 2028

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of

the contract. The Contractor's Quality Control Plan (QCP) shall be received no more than 30 days after contract award. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QCP system.

1.6.2 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).

1.6.3 Recognized Holidays: The Contractor is required to perform services on the listed holidays:

- Memorial Day
- Independence Day
- Labor Day

1.6.4 Hours of Operation/Service Days: Scheduled dates are detailed in Attachment 4 of this PWS and are designed to provide patrol coverages on weekends, holidays and surrounding dates. Required timeframes vary and are specified in Section 5 and Attachment 4 of this PWS. The Contractor has the discretion within the scheduled dates timeframes as to when to patrol each area (listed in Section) based upon existing circumstances and activities. However, each area shall be patrolled at least once each shift, with the duration and repetition of scheduled patrols at the discretion of the Contractor's professional experience and in accordance with Section 5 and Attachment 4 of this PWS. In as much as visible law enforcement authority serves as a primary deterrent to crime, the Contractor's patrols shall be performed in a manner which serves to maximize public visibility at times when crimes are most likely to occur.

1.6.5 Additional Service Hours: Additional service hours are defined as an emergency response service outside of normal patrol times requested by the recreating public on USACE recreation sites or by USACE personnel for inter-agency training purposes and additional time on holidays if needed. At no time shall the Contractor invoice USACE for more hours than are requested or worked – or exceed the hours allotted in the Contract.

1.6.5 Place of Performance: The work to be performed under this contract will be performed on U. S. Army Corps project, Lake Mendocino, lands and waters. Lake Mendocino is located approximately 5 miles from Ukiah.

1.6.6 Type of Contract: The government will award a Fixed-Price Contract.

1.6.7 Security Requirements: The security requirements are in accordance with the attached DD254.

1.6.7.1 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.

Per the guidelines mandated with the implementation of OPORD 2013-74; Integrating Antiterrorism and Operations Security (OPSEC) into the USACE Acquisition Process, the following OPSEC provisions apply to this requirement.

- a. For armed security guards or law enforcement. All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility policies and procedures on storing weapons and ammunition IAW AR 190-11 (provided by COR)

1.6.7.2 The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.6.7.2.1 All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

1.6.7.3 Key Control. 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.

1.6.7.3.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.3.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.4 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.

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The follow personnel are considered key personnel by the government: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0700 and 1800, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.11 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORKDAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)

COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PM	Park Manager
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3

Government Furnished Property, Equipment and Services

3.0 Government Furnished Items and Services:

3.1 Services and Equipment: The Government will not provide any services or equipment in conjunction with performance of this contract.

3.2 Materials: The Government will provide combination lock codes to all areas that need to be accessed to comply with the specifications of this PWS. The Government will provide Daily Law Enforcement Patrol Log (sample) home and cell work numbers for key personnel on the projects, work e-mail addresses for key personnel, CFR Title 36, and the proposed work schedule for this contract.

PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Materials: The Contractor shall furnish a Daily Law Enforcement Patrol Log. The log will include area patrolled, time of patrol, type of patrol (land or boat), information (redacted) for all warnings and citations written while on duty for this contract. The Daily Log will have a copy of all (redacted) incident reports, citations and warnings written for each completed patrol period. A copy of all reports requested and meeting notes during the contracted period will be turned into the COR.

4.3 Equipment: The Contractor shall supply all proper law enforcement equipment per County of Mendocino to Contractor employees to meet the requirements under this PWS.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. Assignment of one Deputy Sheriff to Lake Mendocino recreation area for the days and times outlined in Attachment 4 of this PWS. The primary duties of this Deputy shall include answering calls for service, routine patrol, and investigation of criminal offenses occurring on US Army Corps recreation areas. A Deputy shall be assigned a regular 4-to-10-hour shift during the recreation season and a 2 – 6 hours shift during the non-recreation season. Exact hours will be determined by available personnel at MCSO. A minimum of 4 hours per week. A breakdown of exact monthly hours worked, and a copy of all incident reports shall be sent to Lake Mendocino's COR or appointed representative.

5.1.2 Patrol Times and Duration of Patrol in each location – Overview: Within the scheduled dates and timeframes specified below, it is at the discretion of the contractor as to when the patrols within each area are to be conducted based upon the existing activities and circumstances.

5.1.3 Patrol Schedule: Per the specific schedule in Attachment 4 of this PWS, the desired patrol will be between the requested hours in Section 4 at the Contractor's discretion. At no time shall the Contractor invoice USACE for more hours than worked, and hours invoiced shall not exceed the hours allotted in the Contract.

5.1.4 Patrol Locations:

- a. Che Ka Ka Recreation Area
 - Overlook
 - South Boat Ramp
 - Joe Riley Day Use
 - Dam Crest Parking Lot
 - Kaweyo Horse Staging Area
 - (Che Ka Ka Campground remains closed indefinitely)
- b. Pomo Recreation Area
 - Pomo A Day Use
 - Pomo B Day Use
 - Pomo C Day Use
- c. Oak Grove Day Use
- d. North Boat Ramp
- e. Kyen Campground
- f. Bushay Recreation Area
 - Inlet Road
 - Bushay Campground
 - Mesa Day Use Area
- g. Miti Campground (boat access only)

5.1.6 Patrol routes shall be varied to help avoid any prediction of potential absences of violators. The Contractor will record patrol times for each area on Daily Patrol Log.

5.1.7 Patrol Areas Under the terms of this Contract: While on duty the Contractor must concentrate patrols efforts only to USACE fee owned property and managed areas.

5.1.8 Rules and Regulations Governing Public Use of Corps of Engineers Water Resource Development Projects (36 CFR 327): Although the Contractor is not expected to enforce 36 CFR 327, the Contractor shall maintain familiarity with these rules and regulations and to report any violations to USACE park staff within 24 hours.

5.1.9 Daily Law Enforcement Patrol Log Patrol Officers shall complete Daily Patrol Log in the format approved by USACE. The Contractor shall submit this Patrol Log to USACE throughout the effective period of the Contract. This Log shall record observations made, including but not limited to maintenance issues for USACE employees, visitor comments, Visitor observations stated to Contractor.

5.1.10 Emergency response or any other duties performed outside the boundaries of the USACE managed areas must be recorded on Daily Law Enforcement Activity Logs and excluded from the monthly billing invoice, with the exception of any emergency responses that occur during regularly scheduled work hours; for those, a limited response of one Officer may be submitted for payment. All other responding vehicles will be considered outside the coverage of this contract.

5.1.11 Invoicing for Services: Payment for the agreed upon services shall be on an itemized bill/invoice and certification that the services have been performed. The invoice and certification for each month contracted shall be submitted to the COR no later than the 7th of each month, with the exception of September. (September invoices may be submitted no later than the third Friday of the same month). Original signatures and copies must be received by the COR.

Submit one copy of invoice and certifications noted above to:

Poppy Lozoff
1160 Lake Mendocino Drive
Ukiah, CA 95482

An original invoice without supporting documentation shall either mailed, faxed or emailed to the following:

USAED, Finance Center
ATTN: CEFC-FP
5722 Integrity Drive
Millington, TN 38054-5005
Fax: 901-874-8731
Email: CEFC-Payment@usace.army.mil

5.2 Reporting Requirements

5.2.1 Hazard Analysis: Mendocino County shall submit a Job Hazard Safety Analysis for all services to be performed prior to the start of service. A sample format is shown in Appendix A.

5.2.2 Accident Records: Mendocino County shall maintain an accurate record of, and shall report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incidental to work performed under this contract. Medical expenses of Sheriff's Deputies are the responsibility of Mendocino County.

5.2.3 Incident Reporting: A copy of all Daily Activity Reports for each contracted month shall be provided to the Park Manager no later than the second Friday of the next consecutive month with the exception of September (see paragraph B) Any report on Corps property, drawing a case number shall be emailed to the COR and Park Manager, Poppy Lozoff.

PART 6
APPLICABLE PUBLICATIONS

6.0 Applicable Publications (current Editions): The Contractor must abide by all applicable regulations, manuals, and local policies/procedures – including USACE Safety Manual, EM 385 1-1

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7.0 Attachment/Technical Exhibit List:

- 7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule
- 7.3. Attachment 3 – Proposed Work Schedule
- 7.4. Attachment 4 – Officer's Patrol Log (sample)

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.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS Task # 1. The contractor shall provide law enforcement patrol services while maximizing visibility to deter crime. Reference PWS Sections 1.3 and 1.4	The Contractor shall patrol all designated areas by vehicle, foot, or boat per the schedule and specifications in Section 5 and Attachment 4 of the PWS. Arrival time shall be communicated by phone, email, or radio.	Satisfactory rating up to 1 hour +/- at the beginning or ending of each shift is permitted. All deviations from set schedule shall be communicated on Daily Patrol Log.	100% Inspection via Daily Patrol Log and emails or telephone logs; periodic inspection via visual sighting of contractor
PRS Task # 2 The Contractor shall be familiar with CFR 36, while not expected to be enforced, informing the public is encouraged and reporting the incident to park staff within 24 hours is required.	The Contractor shall inform the visitors with the correct information regarding 36 CFR, with special attention to Quiet Hours. Log information given and violations reported on Daily Law Enforcement Patrol Log.	Satisfactory Rating, no deviations	As above (plus customer feedback from visitors)
PRS Task # 3 <i>The Contractor shall complete a Daily Law Enforcement Patrol Log for each shift worked and a weekly report of all law enforcement actions. Reference PWS Sections 1.4, 5.1.6 and 5.1.20 and 5.2</i>	Each Daily Patrol Log will be accurate for each day worked. All dates, times, locations, contacts, violations, nature of call or activity, traffic warnings, citations, complaints answered, assists of other LE, stolen property and cars will be noted.	Satisfactory Rating, no deviations	100% Inspection; Contractor shall report via radio, phone, or email, to COR at the beginning of each shift. IF COR is unavailable, report to any available USACE staff
PRS Task # 4 The Contractor shall maintain communications with designated USACE personnel concerning Law Enforcement activities and incidents on site The Contractor shall immediately notify the COR, Park Manager, or if unavailable, Park Ranger of all serious incidents reported or encountered within the bounds of, or potentially involving, USACE property or project visitor. Reference PWS Sections 1.4	This notification may either be in person, by telephone, by radio, and should occur promptly upon first chance to safely report. Serious incidents include those which jeopardize public safety or health, transportation, any fatalities, or damage either private or Government property.	Satisfactory rating within 1 hour of incident	100% Inspection report by phone, follow up reports may be emailed or hand delivered to Park Manager or COR.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Itemized bill/invoice shall be submitted to Park Manager no later than the 7th of every month, with the exception of September, section 5.2 of the PWS	Once per month	1 copy to Lake Mendocino COR	Paper or email	ATTN: COR 1160 Lake Mendocino Dr. Ukiah, CA 95482 COR EMAIL, TBD
Itemized bill/invoice shall be submitted to USAED Finance Center, no later than the 7th of every month, with the exception of September, section 5.2 of the PWS	Within 45 days of contract award	1 copy to USAED, Finance Center	Paper, email or fax	USAED, Finance Center ATTN: CEFC-FP 5722 Integrity Drive Millington, TN 38054-5005 Fax: 901-874-8731 Email: CEFC-Payment@usace.army.mil
Incident Reporting: A copy of all Daily Activity Reports for each contracted month as outlined in PWS 5.2.3	Once case number is assigned and approval for release if given by MCSO	1 copy to Lake Mendocino Park Manager (PM) 1 copy to Lake Mendocino COR	Paper, email or fax	ATTN: COR 1160 Lake Mendocino Dr. Ukiah, CA 95482 PM, Poppy Burkhead, COR email, TBD
Quality Control Plan: as outline in PWS 1.6.1	30 days after contract award	1 copy to Lake Mendocino COR	Paper, email	
Hazard Analysis for all services to be performed at the start of service, section 5.2 of the PWS	Within 45 days of contract award	1 copy to Lake Mendocino COR	Paper, or email	ATTN: COR 1160 Lake Mendocino Dr. Ukiah, CA 95482 COR email, TBD
Accident Reports, see section 5.2.2 of the PWS	Upon report completion by MCSO after accident	1 copy to Lake Mendocino COR	Paper or email	ATTN: COR 1160 Lake Mendocino Dr. Ukiah, CA 95482 COR email, TBD

TECHNICAL EXHIBIT 3 EXAMPLE WORK SCHEDULE

EXAMPLE RECREATION SEASON SCHEDULE

May 1, 20XX – September 15, 20XX

Monday 07:00 – 11:00

Tuesday 16:00 – 18:00

Wednesday 16:00 – 18:00

Thursday 16:00 – 18:00

Friday 16:00 – 24:00

Saturday 16:00 – 24:00

RECREATION SEASON HOLIDAY SCHEDULE

Friday 12:00 – 24:00

Saturday 12:00 – 24:00

Weekday Holidays 12:00 – 24:00

EXAMPLE NON-RECREATION SEASON SCHEDULE

September 16, 20XX – April 30, 20XX

Monday 07:00 – 09:00

Tuesday 16:00 – 18:00

Wednesday 16:00 – 18:00

Thursday 18:00 – 20:00

Friday 18:00 – 20:00

Saturday 18:00 – 20:00

TECHNICAL EXHIBIT ATTACHMENT 4

EXAMPLE OF DAILY PATROL LOG

Officer: _____ Date: _____

Time In: _____ Time Out: _____ Miles Patrol: _____

Number of Warnings: _____ Number of Accidents: _____

Number of Citations: _____

Patrol Log Notes:

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5673
Revision No.: 17
Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: determination, 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: determination, 	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually.
Additional
information on contractor requirements and worker protections under the Executive
Orders
is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Del Norte, Humboldt, Lake, Mendocino

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.86
01012 - Accounting Clerk II		20.04
01013 - Accounting Clerk III		22.42
01020 - Administrative Assistant		28.41
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		16.41
01042 - Customer Service Representative II		18.46
01043 - Customer Service Representative III		20.14
01051 - Data Entry Operator I		15.96***
01052 - Data Entry Operator II		17.42
01060 - Dispatcher, Motor Vehicle		21.46
01070 - Document Preparation Clerk		15.54***
01090 - Duplicating Machine Operator		15.54***
01111 - General Clerk I		14.50***
01112 - General Clerk II		15.82***
01113 - General Clerk III		17.75
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		16.94
01191 - Order Clerk I		16.61
01192 - Order Clerk II		18.13
01261 - Personnel Assistant (Employment) I		18.52
01262 - Personnel Assistant (Employment) II		20.72
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		26.63
01290 - Rental Clerk		16.57
01300 - Scheduler, Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.51
01313 - Secretary III		22.39
01320 - Service Order Dispatcher		19.20
01410 - Supply Technician		28.41

01420 - Survey Worker	22.45
01460 - Switchboard Operator/Receptionist	16.47
01531 - Travel Clerk I	15.49***
01532 - Travel Clerk II	16.73
01533 - Travel Clerk III	17.99
01611 - Word Processor I	15.54***
01612 - Word Processor II	17.44
01613 - Word Processor III	19.51
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.33
05010 - Automotive Electrician	21.36
05040 - Automotive Glass Installer	20.24
05070 - Automotive Worker	20.24
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	22.59
05160 - Motor Equipment Metal Worker	20.24
05190 - Motor Vehicle Mechanic	22.59
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.11
05280 - Motor Vehicle Wrecker	20.24
05310 - Painter, Automotive	21.36
05340 - Radiator Repair Specialist	20.24
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	22.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	17.22
07042 - Cook II	19.77
07070 - Dishwasher	14.51***
07130 - Food Service Worker	14.81***
07210 - Meat Cutter	20.08
07260 - Waiter/Waitress	14.38***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.36
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer, Minor	21.92
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.17***
11060 - Elevator Operator	16.69
11090 - Gardener	21.95
11122 - Housekeeping Aide	17.03
11150 - Janitor	17.03
11210 - Laborer, Grounds Maintenance	16.97
11240 - Maid or Houseman	14.49***
11260 - Pruner	15.77***
11270 - Tractor Operator	20.28
11330 - Trail Maintenance Worker	16.97

11360 - Window Cleaner	17.95
12000 - Health Occupations	
12010 - Ambulance Driver	17.79
12011 - Breath Alcohol Technician	26.13
12012 - Certified Occupational Therapist Assistant	35.85
12015 - Certified Physical Therapist Assistant	34.69
12020 - Dental Assistant	22.78
12025 - Dental Hygienist	51.91
12030 - EKG Technician	39.61
12035 - Electroneurodiagnostic Technologist	39.61
12040 - Emergency Medical Technician	17.79
12071 - Licensed Practical Nurse I	23.36
12072 - Licensed Practical Nurse II	26.13
12073 - Licensed Practical Nurse III	29.13
12100 - Medical Assistant	19.11
12130 - Medical Laboratory Technician	26.15
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	22.61
12210 - Nuclear Medicine Technologist	57.44
12221 - Nursing Assistant I	12.95***
12222 - Nursing Assistant II	14.55***
12223 - Nursing Assistant III	15.88***
12224 - Nursing Assistant IV	17.82
12235 - Optical Dispenser	21.30
12236 - Optical Technician	23.36
12250 - Pharmacy Technician	22.19
12280 - Phlebotomist	22.33
12305 - Radiologic Technologist	44.81
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II, Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III, Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	32.38
12320 - Substance Abuse Treatment Counselor	21.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	17.32
13054 - Library Information Technology Systems Administrator	26.22
13058 - Library Technician	19.77
13061 - Media Specialist I	20.48

13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	18.91
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	21.74
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.83
14042 - Computer Operator II	21.06
14043 - Computer Operator III	23.48
14044 - Computer Operator IV	26.10
14045 - Computer Operator V	28.90
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.18
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.83
14160 - Personal Computer Support Technician	26.10
14170 - System Support Specialist	30.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.36
15020 - Aircrew Training Devices Instructor (Rated)	42.77
15030 - Air Crew Training Devices Instructor (Pilot)	51.27
15050 - Computer Based Training Specialist / Instructor	35.36
15060 - Educational Technologist	40.99
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	24.56
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.78
15086 - Maintenance Test Pilot, Rotary Wing	44.78
15088 - Non-Maintenance Test/Co-Pilot	44.78
15090 - Technical Instructor	23.76
15095 - Technical Instructor/Course Developer	29.13
15110 - Test Proctor	19.62
15120 - Tutor	19.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	16.90
16030 - Counter Attendant	16.90
16040 - Dry Cleaner	19.31
16070 - Finisher, Flatwork, Machine	16.90
16090 - Presser, Hand	16.90
16110 - Presser, Machine, Drycleaning	16.90
16130 - Presser, Machine, Shirts	16.90
16160 - Presser, Machine, Wearing Apparel, Laundry	16.90
16190 - Sewing Machine Operator	20.11

16220 - Tailor	20.91
16250 - Washer, Machine	17.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.21
19040 - Tool And Die Maker	33.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.40
21030 - Material Coordinator	26.63
21040 - Material Expediter	26.63
21050 - Material Handling Laborer	15.20***
21071 - Order Filler	15.43***
21080 - Production Line Worker (Food Processing)	20.40
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	17.22
21150 - Stock Clerk	20.82
21210 - Tools And Parts Attendant	20.40
21410 - Warehouse Specialist	20.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.64
23019 - Aircraft Logs and Records Technician	23.87
23021 - Aircraft Mechanic I	28.98
23022 - Aircraft Mechanic II	30.64
23023 - Aircraft Mechanic III	32.27
23040 - Aircraft Mechanic Helper	20.55
23050 - Aircraft, Painter	27.21
23060 - Aircraft Servicer	23.87
23070 - Aircraft Survival Flight Equipment Technician	27.21
23080 - Aircraft Worker	25.51
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.51
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.98
23110 - Appliance Mechanic	27.21
23120 - Bicycle Repairer	21.93
23125 - Cable Splicer	37.82
23130 - Carpenter, Maintenance	30.23
23140 - Carpet Layer	25.88
23160 - Electrician, Maintenance	33.91
23181 - Electronics Technician Maintenance I	25.51
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	23.87
23290 - Fire Alarm System Mechanic	28.98
23310 - Fire Extinguisher Repairer	22.22
23311 - Fuel Distribution System Mechanic	30.23
23312 - Fuel Distribution System Operator	23.46
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	28.98
23381 - Ground Support Equipment Servicer	23.87

23382 - Ground Support Equipment Worker	25.51
23391 - Gunsmith I	22.22
23392 - Gunsmith II	25.51
23393 - Gunsmith III	28.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.18
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	28.97
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.98
23465 - Laboratory/Shelter Mechanic	27.21
23470 - Laborer	15.13***
23510 - Locksmith	27.21
23530 - Machinery Maintenance Mechanic	32.07
23550 - Machinist, Maintenance	24.30
23580 - Maintenance Trades Helper	17.72
23591 - Metrology Technician I	28.98
23592 - Metrology Technician II	30.64
23593 - Metrology Technician III	32.27
23640 - Millwright	27.90
23710 - Office Appliance Repairer	24.41
23760 - Painter, Maintenance	26.28
23790 - Pipefitter, Maintenance	31.39
23810 - Plumber, Maintenance	29.48
23820 - Pneudraulic Systems Mechanic	28.98
23850 - Rigger	28.98
23870 - Scale Mechanic	25.51
23890 - Sheet-Metal Worker, Maintenance	29.09
23910 - Small Engine Mechanic	24.54
23931 - Telecommunications Mechanic I	29.67
23932 - Telecommunications Mechanic II	31.38
23950 - Telephone Lineman	37.16
23960 - Welder, Combination, Maintenance	23.00
23965 - Well Driller	30.03
23970 - Woodcraft Worker	28.98
23980 - Woodworker	22.22
24000 - Personal Needs Occupations	
24550 - Case Manager	19.09
24570 - Child Care Attendant	14.94***
24580 - Child Care Center Clerk	18.63
24610 - Chore Aide	14.31***
24620 - Family Readiness And Support Services Coordinator	19.09
24630 - Homemaker	19.09
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.41
25040 - Sewage Plant Operator	28.64
25070 - Stationary Engineer	30.41
25190 - Ventilation Equipment Tender	21.56

25210 - Water Treatment Plant Operator	28.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.11
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	40.36
27010 - Court Security Officer	33.49
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	40.36
27070 - Firefighter	28.50
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	37.48
27132 - Police Officer II	41.65
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.42
28042 - Carnival Equipment Repairer	19.93
28043 - Carnival Worker	14.65***
28210 - Gate Attendant/Gate Tender	17.66
28310 - Lifeguard	15.74***
28350 - Park Attendant (Aide)	19.75
28510 - Recreation Aide/Health Facility Attendant	14.42***
28515 - Recreation Specialist	24.48
28630 - Sports Official	15.73***
28690 - Swimming Pool Operator	22.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	30.07
30051 - Cryogenic Technician I	28.14
30052 - Cryogenic Technician II	31.09
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	17.10
30082 - Engineering Technician II	19.19
30083 - Engineering Technician III	21.47
30084 - Engineering Technician IV	26.61
30085 - Engineering Technician V	32.55

30086 - Engineering Technician VI	39.37
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	25.41
30210 - Laboratory Technician	23.01
30221 - Latent Fingerprint Technician I	28.14
30222 - Latent Fingerprint Technician II	31.09
30240 - Mathematical Technician	28.16
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	31.09
30390 - Photo-Optics Technician	28.16
30395 - Radiation Control Technician	31.09
30461 - Technical Writer I	25.41
30462 - Technical Writer II	31.09
30463 - Technical Writer III	37.60
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	31.19
30502 - Weather Forecaster II	37.94
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.34
30621 - Weather Observer, Senior	(see 2) 27.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.59***
31030 - Bus Driver	20.26
31043 - Driver Courier	16.94
31260 - Parking and Lot Attendant	15.02***
31290 - Shuttle Bus Driver	18.11
31310 - Taxi Driver	16.70
31361 - Truckdriver, Light	18.32
31362 - Truckdriver, Medium	19.68
31363 - Truckdriver, Heavy	25.80
31364 - Truckdriver, Tractor-Trailer	25.80
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	14.35***
99050 - Desk Clerk	15.07***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.51***
99252 - Laboratory Animal Caretaker II	15.70***
99260 - Marketing Analyst	27.46
99310 - Mortician	26.22
99410 - Pest Controller	18.70

99510 - Photofinishing Worker	15.20***
99710 - Recycling Laborer	23.90
99711 - Recycling Specialist	28.62
99730 - Refuse Collector	21.52
99810 - Sales Clerk	14.52***
99820 - School Crossing Guard	18.07
99830 - Survey Party Chief	40.47
99831 - Surveying Aide	21.97
99832 - Surveying Technician	30.16
99840 - Vending Machine Attendant	13.92***
99841 - Vending Machine Repairer	16.61
99842 - Vending Machine Repairer Helper	13.92***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage

determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested

parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."