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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SHERIFF 9-27-18 DATE

Budgeted: ☒ Yes ☐ No Revenue

Budget Unit: SO

Line Item: 82-5670

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: Georganne Groskey
DAN HAMBURG, Chair Georganne Groskey
BOARD OF SUPERVISORS

Date: NOV 07 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla VanHagen
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: Karla VanHagen
Deputy

NOV 07 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 10-18

CONTRACTOR/COMPANY NAME

By: See page 1 box 31a.

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

PH: _____

EM: _____

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:

KATHARINE L. ELLIOTT,
County Counsel

By: B. Blanton
Deputy

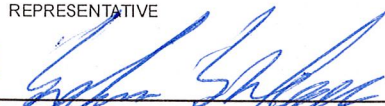
Date: 10/1/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jonelle Rawn
Deputy CEO

Date: 10-1-18

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
Mendocino County Business License: Valid ☐ n/a
Exempt Pursuant to MCC Section: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 45	
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 		32c. DATE 9-27-18	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE MCSO 951 Low Gap Rd. Ukiah Ca 95482		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE MCSO 951 Low Gap Rd. Ukiah, Ca 95482			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 707-468-3423		
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE caudillj@mendocinocounty.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		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)			
41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001	Base Year-Law Enforcement Services at FFP				\$0.00
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Lake Mendocino. Contractor shall furnish all personnel, materials, equipment, supplies, transportation, supervision, and all other necessary items to provide law enforcement services at Lake Mendocino operations and recreational areas, in accordance with the attached Performance Work Statement, dated May 2, 2018.

NET AMT	
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\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA	Funding line 1	1	Job	\$125,645.00	\$125,645.00
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FFP

FOB: Destination

PURCHASE REQUEST NUMBER: W62A2B81239364

NET AMT	
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\$125,645.00

ACRN AA

CIN: W62A2B812393640001AA

\$125,645.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Funding line 2 FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B81239364	1	Job	\$7,232.08	\$7,232.08

NET AMT	\$7,232.08
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ACRN AB CIN: W62A2B812393640001AB	\$7,232.08
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Funding line 3 FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B81239364	1	Job	\$4,016.92	\$4,016.92

NET AMT	\$4,016.92
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ACRN AC CIN: W62A2B812393640001AC	\$4,016.92
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Year One Law Enforcement Services FFP at Lake Mendocino. Contractor shall furnish all personnel, materials, equipment, supplies, transportation, supervision, and other items necessary to provide law enforcement services at Lake Mendocino operations and recreational areas, in accordance with the attached Performance Work Statement, dated May 2, 2018. FOB: Destination	1	Job	\$143,735.60	\$143,735.60

NET AMT	\$143,735.60
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job	\$150,919.60	\$150,919.60
OPTION	Option Year Two Law Enforcement Services FFP at Lake Mendocino. Contractor shall furnish all personnel, materials, equipment, supplies, transportation, supervision, and all other items necessary to provide law enforcement services at Lake Mendocino operations and recreational areas, in accordance with the attached Performance Work Statement, dated May 2, 2018. FOB: Destination				

NET AMT	\$150,919.60
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job	\$158,469.00	\$158,469.00
OPTION	Option Year Three, Law Enforcement FFP Services at Lake Mendocino. Contractor shall furnish all personnel, materials, equipment, supplies, transportation, supervision, and all other items necessary to provide law enforcement services at Lake Mendocino operations and recreational areas, in accordance with the attached Performance Work Statement, dated May 2, 2018. FOB: Destination				

NET AMT	\$158,469.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job	\$166,389.20	\$166,389.20
OPTION	Option Year Four, Law Enforcement FFP Services at Lake Mendocino. Contractor shall furnish all personnel, materials, equipment, supplies, transportation, supervision, and all other items necessary to provide law enforcement services at Lake Mendocino operations and recreational areas, in accordance with the attached Performance Work Statement, dated May 2, 2018. FOB: Destination				

NET AMT

\$166,389.20

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 27-SEP-2018 TO 31-AUG-2019	N/A	OPNS BR LAKE MENDOCINO POPPY LOZOFF 1160 LAKE MENDOCINO DRIVE UKIAH CA 95482 707-467-4237 FOB: Destination	L31240

0001AB POP 27-SEP-2018 TO 31-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240
0001AC POP 27-SEP-2018 TO 31-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240
1001 POP 01-SEP-2019 TO 31-AUG-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240
2001 POP 01-SEP-2020 TO 31-AUG-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240
3001 POP 01-SEP-2021 TO 31-AUG-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240
4001 POP 01-SEP-2022 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L31240

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2018 3123 000 0000 CCS: 210 L3 2018 08 2452 004230 96043 2520 38H330 NA 3DG18H
AMOUNT: \$125,645.00

AB: 096 NA X 2016 3123 000 0000 CCS: 210 L3 2016 08 2452 004230 96043 2520 38H330 NA 3DG18H
AMOUNT: \$7,232.08

AC: 096 NA X 2017 3123 000 0000 CCS: 210 L3 2017 08 2452 004230 96043 2520 38H330 NA 3DG18H
AMOUNT: \$4,016.92

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	W62A2B812393640001AA	\$125,645.00
AB	0001AB	W62A2B812393640001AB	\$7,232.08
AC	0001AC	W62A2B812393640001AC	\$4,016.92

CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(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 performance 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", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach 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 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 or 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 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 32.608-2 of the Federal Acquisition Regulation 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. 2409 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; and (9) the specification.
- (t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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 ITEMS (DEVIATION 2013-O0019) (JAN 2018)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xix) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(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 five 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):

FAR : <http://farsite.hill.af.mil/>

(End of clause)

WAGE DETERMINATIONWD 15-5673 (Rev.-6) was first posted on www.wdol.gov on 08/07/2018

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Wage Determination No.: 2015-5673
 Daniel W. Simms Division of | Revision No.: 6
 Director Wage Determinations | Date Of Revision: 07/27/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO 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	16.44	
01012 - Accounting Clerk II	18.46	
01013 - Accounting Clerk III	20.65	
01020 - Administrative Assistant	25.83	
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	19.20	
01070 - Document Preparation Clerk	14.72	
01090 - Duplicating Machine Operator	14.72	
01111 - General Clerk I	13.29	
01112 - General Clerk II	14.50	
01113 - General Clerk III	17.70	
01120 - Housing Referral Assistant	22.39	

01141 - Messenger Courier	12.25
01191 - Order Clerk I	15.10
01192 - Order Clerk II	16.48
01261 - Personnel Assistant (Employment) I	17.40
01262 - Personnel Assistant (Employment) II	19.46
01263 - Personnel Assistant (Employment) III	21.69
01270 - Production Control Clerk	23.99
01290 - Rental Clerk	16.57
01300 - Scheduler, Maintenance	17.83
01311 - Secretary I	17.83
01312 - Secretary II	19.42
01313 - Secretary III	22.39
01320 - Service Order Dispatcher	17.35
01410 - Supply Technician	25.83
01420 - Survey Worker	18.84
01460 - Switchboard Operator/Receptionist	14.72
01531 - Travel Clerk I	13.87
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.52
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	22.49
05160 - Motor Equipment Metal Worker	20.24
05190 - Motor Vehicle Mechanic	20.99
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	15.64
05400 - Transmission Repair Specialist	22.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	14.43
07042 - Cook II	16.57
07070 - Dishwasher	11.65
07130 - Food Service Worker	11.94
07210 - Meat Cutter	18.28
07260 - Waiter/Waitress	11.72
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	12.22

11060 - Elevator Operator	14.69
11090 - Gardener	18.77
11122 - Housekeeping Aide	14.69
11150 - Janitor	14.69
11210 - Laborer, Grounds Maintenance	14.74
11240 - Maid or Houseman	11.34
11260 - Pruner	13.50
11270 - Tractor Operator	17.35
11330 - Trail Maintenance Worker	14.74
11360 - Window Cleaner	15.21
12000 - Health Occupations	
12010 - Ambulance Driver	17.79
12011 - Breath Alcohol Technician	21.53
12012 - Certified Occupational Therapist Assistant	30.32
12015 - Certified Physical Therapist Assistant	30.32
12020 - Dental Assistant	19.26
12025 - Dental Hygienist	46.83
12030 - EKG Technician	31.08
12035 - Electroneurodiagnostic Technologist	31.08
12040 - Emergency Medical Technician	17.79
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	16.79
12130 - Medical Laboratory Technician	20.48
12160 - Medical Record Clerk	17.10
12190 - Medical Record Technician	19.12
12195 - Medical Transcriptionist	19.75
12210 - Nuclear Medicine Technologist	48.56
12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	19.86
12236 - Optical Technician	19.75
12250 - Pharmacy Technician	20.07
12280 - Phlebotomist	21.05
12305 - Radiologic Technologist	36.51
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)	27.37
12320 - Substance Abuse Treatment Counselor	15.01
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	16.05

13054 - Library Information Technology Systems Administrator	25.79
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	17.88
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	17.04
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
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	16.61
14160 - Personal Computer Support Technician	23.02
14170 - System Support Specialist	29.62
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	37.05
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	24.56
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.02
15086 - Maintenance Test Pilot, Rotary Wing	40.02
15088 - Non-Maintenance Test/Co-Pilot	40.02
15090 - Technical Instructor	21.60
15095 - Technical Instructor/Course Developer	26.48
15110 - Test Proctor	17.84
15120 - Tutor	17.84
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.27
16030 - Counter Attendant	12.27
16040 - Dry Cleaner	14.17
16070 - Finisher, Flatwork, Machine	12.27
16090 - Presser, Hand	12.27
16110 - Presser, Machine, Drycleaning	12.27
16130 - Presser, Machine, Shirts	12.27
16160 - Presser, Machine, Wearing Apparel, Laundry	12.27
16190 - Sewing Machine Operator	15.39
16220 - Tailor	16.57

16250 - Washer, Machine	12.86	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.96
19040 - Tool And Die Maker	32.05	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	19.22	
21030 - Material Coordinator	23.99	
21040 - Material Expediter	23.99	
21050 - Material Handling Laborer	15.20	
21071 - Order Filler	15.43	
21080 - Production Line Worker (Food Processing)		19.22
21110 - Shipping Packer	14.55	
21130 - Shipping/Receiving Clerk	14.55	
21140 - Store Worker I	14.33	
21150 - Stock Clerk	19.06	
21210 - Tools And Parts Attendant	19.22	
21410 - Warehouse Specialist	19.22	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.72	
23019 - Aircraft Logs and Records Technician		22.45
23021 - Aircraft Mechanic I	27.16	
23022 - Aircraft Mechanic II	28.72	
23023 - Aircraft Mechanic III	30.30	
23040 - Aircraft Mechanic Helper	19.32	
23050 - Aircraft, Painter	26.71	
23060 - Aircraft Servicer	22.45	
23070 - Aircraft Survival Flight Equipment Technician		26.71
23080 - Aircraft Worker	24.04	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		27.16
23110 - Appliance Mechanic	24.41	
23120 - Bicycle Repairer	18.13	
23125 - Cable Splicer	34.38	
23130 - Carpenter, Maintenance	27.30	
23140 - Carpet Layer	24.34	
23160 - Electrician, Maintenance	29.22	
23181 - Electronics Technician Maintenance I		24.99
23182 - Electronics Technician Maintenance II		26.33
23183 - Electronics Technician Maintenance III		31.66
23260 - Fabric Worker	22.78	
23290 - Fire Alarm System Mechanic	27.65	
23310 - Fire Extinguisher Repairer	21.20	
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		27.16
23381 - Ground Support Equipment Servicer		22.45
23382 - Ground Support Equipment Worker		24.04
23391 - Gunsmith I	21.20	
23392 - Gunsmith II	24.34	
23393 - Gunsmith III	27.65	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		23.80

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	24.85
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.78
23465 - Laboratory/Shelter Mechanic	25.96
23470 - Laborer	15.13
23510 - Locksmith	25.96
23530 - Machinery Maintenance Mechanic	32.07
23550 - Machinist, Maintenance	21.00
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	28.78
23592 - Metrology Technician II	30.43
23593 - Metrology Technician III	32.11
23640 - Millwright	27.90
23710 - Office Appliance Repairer	24.41
23760 - Painter, Maintenance	25.43
23790 - Pipefitter, Maintenance	27.32
23810 - Plumber, Maintenance	25.65
23820 - Pneudraulic Systems Mechanic	27.65
23850 - Rigger	27.65
23870 - Scale Mechanic	24.34
23890 - Sheet-Metal Worker, Maintenance	27.65
23910 - Small Engine Mechanic	20.27
23931 - Telecommunications Mechanic I	29.67
23932 - Telecommunications Mechanic II	31.38
23950 - Telephone Lineman	27.92
23960 - Welder, Combination, Maintenance	22.92
23965 - Well Driller	30.03
23970 - Woodcraft Worker	27.65
23980 - Woodworker	21.20
24000 - Personal Needs Occupations	
24550 - Case Manager	17.33
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.46
24620 - Family Readiness And Support Services Coordinator	17.33
24630 - Homemaker	17.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.09
25040 - Sewage Plant Operator	26.17
25070 - Stationary Engineer	30.09
25190 - Ventilation Equipment Tender	21.38
25210 - Water Treatment Plant Operator	26.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.11
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	36.43
27010 - Court Security Officer	32.25
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	36.43
27070 - Firefighter	24.10
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	15.09	
28042 - Carnival Equipment Repairer	16.33	
28043 - Carnival Worker	11.35	
28210 - Gate Attendant/Gate Tender	14.13	
28310 - Lifeguard	11.79	
28350 - Park Attendant (Aide)	15.81	
28510 - Recreation Aide/Health Facility Attendant	11.54	
28515 - Recreation Specialist	19.58	
28630 - Sports Official	12.59	
28690 - Swimming Pool Operator	18.75	
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)	38.29	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.41	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.07	
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	28.58	
30051 - Cryogenic Technician I	24.31	
30052 - Cryogenic Technician II	26.85	
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	16.86	
30082 - Engineering Technician II	18.93	
30083 - Engineering Technician III	21.17	
30084 - Engineering Technician IV	26.23	
30085 - Engineering Technician V	32.20	
30086 - Engineering Technician VI	38.82	
30090 - Environmental Technician	23.61	
30095 - Evidence Control Specialist	21.95	
30210 - Laboratory Technician	19.76	
30221 - Latent Fingerprint Technician I	24.31	
30222 - Latent Fingerprint Technician II	26.85	
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	26.85	
30390 - Photo-Optics Technician	28.16	
30395 - Radiation Control Technician	26.85	
30461 - Technical Writer I	24.40	
30462 - Technical Writer II	29.85	

30463 - Technical Writer III	36.10	
30491 - Unexploded Ordnance (UXO) Technician I		24.34
30492 - Unexploded Ordnance (UXO) Technician II		29.44
30493 - Unexploded Ordnance (UXO) Technician III		35.29
30494 - Unexploded (UXO) Safety Escort	24.34	
30495 - Unexploded (UXO) Sweep Personnel	24.34	
30501 - Weather Forecaster I	31.19	
30502 - Weather Forecaster II	37.94	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	25.34
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.83
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	29.33	
31020 - Bus Aide	12.60	
31030 - Bus Driver	17.68	
31043 - Driver Courier	16.63	
31260 - Parking and Lot Attendant	12.60	
31290 - Shuttle Bus Driver	17.99	
31310 - Taxi Driver	12.73	
31361 - Truckdriver, Light	17.99	
31362 - Truckdriver, Medium	19.47	
31363 - Truckdriver, Heavy	20.76	
31364 - Truckdriver, Tractor-Trailer	20.76	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	14.30	
99030 - Cashier	11.97	
99050 - Desk Clerk	11.53	
99095 - Embalmer	25.00	
99130 - Flight Follower	24.24	
99251 - Laboratory Animal Caretaker I	14.19	
99252 - Laboratory Animal Caretaker II	15.35	
99260 - Marketing Analyst	23.46	
99310 - Mortician	25.00	
99410 - Pest Controller	17.04	
99510 - Photofinishing Worker	15.20	
99710 - Recycling Laborer	23.90	
99711 - Recycling Specialist	28.62	
99730 - Refuse Collector	21.52	
99810 - Sales Clerk	12.32	
99820 - School Crossing Guard	14.65	
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	

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: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial 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:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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 employee (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

laundrying 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 laundrying 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)).

PERFORMANCE WORK STATEMENT

*Law Enforcement Service
Mendocino County Sheriff's Office
Revised September 05, 2018*

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 enforcement within the scope of the authority provided by California Penal Code section 830.1 or 830.5 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	Date of Award – August 31, 2019
Option Year I	September 1, 2019 – August 31, 2020
Option Year II	September 1, 2020 – August 31, 2021
Option Year III	September 1, 2021 – August 31, 2022
Option Year IV	September 1, 2022 – August 31, 2023

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 the 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 QCP the Contractor shall receive the COR's acceptance in writing on any proposed changes 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 agrees to perform services on the listed holidays to the extent that Contractor determines that adequate personnel are available:

Memorial Day
Independence Day
Labor Day

1.6.4 Hours of Operation/Service Days: Preferred dates are detailed in Attachment 4 of this PWS and are designed to provide patrol coverages on weekends, holidays and surrounding dates. Desired 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, resources 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.

- Administrative Services: The services billable under this contract shall include up to ten (10) hours per month for contract administration.

1.6.6 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.

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

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

1.6.8.1 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.

- AT Level 1 Training. All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 Awareness Training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the Contract, whichever is applicable. Upon request, the Contractor shall submit certificates of completion for each affected Contractor employee, to the COR within 5 calendar days after completion of training by all employees and subcontractor personnel AT Level 1 Awareness is available at the following website <https://atlevel11.dtic.mil/at/>.
- Access and General Protection/Security Policy and Procedures. All Contractor and all associated sub=contractor employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by COR). The Contractor shall provide all information required for background checks or background investigation and to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy. In addition any changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.
- OPSEC Training. All new Contractor employees will complete Level 1 OPSEC Training within 30 calendar days of reporting for duty. Additionally, all Contractor employees must complete annual OPSEC awareness training. The Contractor shall submit certificates to COR within 5 calendar days after completion of training. OPSEC training is available at the following website: <https://iad.gov/ioss>.

- Contractor personnel will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive restricted areas. All Contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials.
- Pre-screen candidates using E-verify program. The Contractor must pre-screen candidate using the E-verify Program (<https://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Contractor must ensure the correct information is entered into the E-verify system. The Contractor must ensure that the employee has two valid forms of identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible candidates must be provided to the COR no later than 3 business days after the initial contract award.
- All personnel assigned to patrol duties pursuant to this Agreement shall be sworn Mendocino County Sheriff's Office deputies or Mendocino County Probation Officers.
- 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)

1.6.8.2 Key Control. Contractor personnel shall not be issued keys or Key cards.

1.6.8.3 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.

1.6.9 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.

1.6.10 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.

1.6.11 Key Personnel: The following 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. Qualifications for all key personnel are listed below:

1.6.12 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.

1.6.13 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

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. **WORK DAY.** 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

3.1 Government Furnished Items and Services:

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

3.3 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.

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. A copy of all 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:

Assignment by contractor of its personnel to perform the tasks listed in this agreement shall be done based on the availability of personnel. The scheduled dates and times provided in this agreement represent the maximum service level that will be provided if contractor determines that adequate personnel are available. If the Contractor is unable to provide maximum service levels they will meet the minimum service level of 208 hours per year at Lake Mendocino.

5.1. Basic Services. Assignment of one or more Sheriff's Deputy, Lieutenant, Sergeant, or Probation Officer, to Lake Mendocino recreation area for the days and times outlined in Attachment 4 of this PWS. The primary duties of these Deputy, Sergeant shall include answering calls for service, routine patrol, and investigation of criminal offenses occurring on US Army Corps recreation areas. The primary duties of the Probation Officers shall include providing routine patrol, contacting probationers to ensure compliance with terms and conditions, assisting Sheriff's deputies with calls for service and preventing new criminal offenses by detaining suspects. Personnel providing services pursuant to this Agreement 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 208 hours per year. A breakdown of exact monthly hours worked 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 Services Schedule and Procedures: To the extent feasible, the Contractor shall patrol all roads and parking areas within each patrol area at least once during each contracted day. The patrol areas listed below are the Che Ka Recreation Area (to include, Overlook, South Boat Ramp, Joe Riley, Dam Parking Lot, and Kaeweyo Horse Staging Area), The Pomo Recreation Area (to include, Pomo A, Pomo B, Pomo C), Oak Grove Day Use Area, The North Boat Ramp, and Bushay Recreation Area (to include Bushay Campground and Mesa Day Use Area). Kyen Recreation is currently outgranted to FEMA until at least May of 2019. Kyen Recreation Area will not be a required patrol area under this PWS until the area is no longer outgranted to FEMA. At the point which USACE and FEMA discontinue the outgrant agreement, Kyen Campground will be a required patrol area on this PWS.

5.1.4 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 are worked, and hours invoiced shall not exceed the hours allotted in the Contract.

5.1.5 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 Campground remained 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 (currently outgranted to FEMA and not included on patrols as specified in this PWS for the base year)
- 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.

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.

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:

COR (TBD)
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

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 – Project Maps
- 7.4. Attachment 4 – Proposed Work Schedule
- 7.5. Attachment 5 – Officer's Patrol Log (sample)

1. 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	Standard	Performance Threshold	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 vehicles, 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 is encouraged to inform 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 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, 1.5, 1.6, and 5.1.20 and 5.2	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 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.	Notification may be in person, by telephone, by radio, and should occur promptly upon first chance to safely report.	Satisfactory rating within one hour of incident.	100% Inspection report by phone, follow-up reports may be emailed to Park Manager or COR.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
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, Nick Lavrov, Nick.Lavrov@usace.army.mil 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	ATTN: COR 1160 Lake Mendocino Dr. Ukiah, CA 95482 COR EMAIL, TBD
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

MAPS

Lake Mendocino Site Maps

Lake Mendocino Emergency Grid Map

**TECHNICAL EXHIBIT 4
PROPOSED WORK SCHEDULE**

BASE YEAR SCHEDULE

May 1 2018 – September 15 2018 Recreation Schedule

Monday	07:00 – 11:00
Friday	16:00 – 24:00
Saturday	16:00 – 24:00
Sunday	16:00 – 24:00

May 1 2018– September 15 2018 Recreation Holiday Schedule

Friday	14:00 – 24:00
Saturday	14:00 – 24:00
Sunday	14:00 – 24:00
Weekday Holidays	14:00 – 24:00

September 16 2018 – April 30 2019 Non-Recreation Schedule

Monday	07:00 – 09:00
Friday	16:00 – 20:00
Saturday	16:00 – 20:00
Sunday	16:00 – 20:00

OPTION YEAR ONE SCHEDULE

May 1 2019 – September 15 2019 Recreation Schedule

Monday	07:00 – 11:00
Friday	16:00 – 24:00
Saturday	16:00 – 24:00
Sunday	16:00 – 24:00

May 1 2019– September 15 2019 Recreation Holiday Schedule

Friday	14:00 – 24:00
Saturday	14:00 – 24:00
Sunday	14:00 – 24:00
Weekday Holidays	14:00 – 24:00

September 16 2019 – April 30 2020 Non-Recreation Schedule

Monday	07:00 – 09:00
Friday	16:00 – 20:00
Saturday	16:00 – 20:00
Sunday	16:00 – 20:00

OPTION YEAR TWO SCHEDULE

May 1 2020 – September 15 2020 Recreation Schedule

Monday	07:00 – 11:00
Friday	16:00 – 24:00
Saturday	16:00 – 24:00
Sunday	16:00 – 24:00

May 1 2020– September 15 2020 Recreation Holiday Schedule

Friday	14:00 – 24:00
Saturday	14:00 – 24:00
Sunday	14:00 – 24:00

Weekday Holidays	14:00 – 24:00
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September 16 2020– April 30 2021 Non-Recreation Schedule

Monday	07:00 – 09:00
Friday	16:00 – 20:00
Saturday	16:00 – 20:00
Sunday	16:00 – 20:00

OPTION YEAR THREE SCHEDULE

May 1 2021 – September 15 2021 Recreation Schedule

Monday	07:00 – 11:00
Friday	16:00 – 24:00
Saturday	16:00 – 24:00
Sunday	16:00 – 24:00

May 1 2021– September 15 2021 Recreation Holiday Schedule

Friday	14:00 – 24:00
Saturday	14:00 – 24:00
Sunday	14:00 – 24:00

Weekday Holidays	14:00 – 24:00
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September 16 2021 – April 30 2022 Non-Recreation Schedule

Monday	07:00 – 09:00
Friday	16:00 – 20:00
Saturday	16:00 – 20:00
Sunday	16:00 – 20:00

OPTION YEAR FOUR SCHEDULE

May 1 2022 – September 15 2022 Recreation Schedule

Monday	07:00 – 11:00
Friday	16:00 – 24:00
Saturday	16:00 – 24:00
Sunday	16:00 – 24:00

May 1 2022– September 15 2022 Recreation Holiday Schedule

Friday	14:00 – 24:00
Saturday	14:00 – 24:00
Sunday	14:00 – 24:00
Weekday Holidays	14:00 – 24:00

September 16 2022 – April 30 2023 Non-Recreation Schedule

Monday	07:00 – 09:00
Friday	16:00 – 20:00
Saturday	16:00 – 20:00
Sunday	16:00 – 20:00

EXAMPLE OF DAILY PATROL LOG

Officer: _____ Date: _____

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

Number of Warnings: _____ Number of Citations: _____

Number of Accidents: _____

Patrol Log Notes: