

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W62A2B20779067		PAGE 1 OF 35	
2. CONTRACT NO. W912P722P0009		3. AWARD/EFFECTIVE DATE 24-Mar-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P722R0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 01:00 PM 18 Mar 2022	
9. ISSUED BY CONTRACTING DIVISION 450 GOLDEN GATE AVE, 4TH FL SAN FRANCISCO CA 94102 TEL: 415-503-6990 FAX:		CODE W912P7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR COUNTY OF SONOMA SONOMA COUNTY SHERIFF DEPT MARK ESSICK 2796 VENTURA AVE SANTA ROSA CA 95403-2226 TELEPHONE NO. 707-565-8831		CODE 1PU45		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USAED FINANCE, ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$197,665.37	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 19			
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	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
33. SHIP NUMBER <div style="display: flex; justify-content: space-between;"><div>PARTIAL</div><div>FINAL</div></div>		34. VOUCHER NUMBER		37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	
41c. DATE							

Section SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2022 3123 000 0000 CCS: 210 L3 2022 08 2452 004990 96043 2520 3LC590 NA 387GLH
 AMOUNT: \$197,665.37

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W62A2B207790670001	\$82,672.80
	0002	W62A2B207790670001	\$4,351.20
	0003	W62A2B207790670001	\$5,106.80
	0004	W62A2B207790670001	\$26,910.26
	0005	W62A2B207790670001	\$5,960.00
	0006	W62A2B207790670001	\$55,115.20
	0007	W62A2B207790670001	\$4,351.20
	0008	W62A2B207790670001	\$5,106.80
	0009	W62A2B207790670001	\$2,376.00
	0010	W62A2B207790670001	\$1,623.60
	0011	W62A2B207790670001	\$769.69
	0012	W62A2B207790670001	\$526.63
	0013	W62A2B207790670001	\$1,660.91
	0014	W62A2B207790670001	\$1,134.28

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Deputy One Regular Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	570	Job	\$145.04	\$82,672.80

NET AMT	\$82,672.80
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ACRN AA	\$82,672.80
CIN: W62A2B207790670001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Deputy One Holiday Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	30	Job	\$145.04	\$4,351.20
					<hr/>
NET AMT					\$4,351.20
ACRN AA CIN: W62A2B207790670001					\$4,351.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Deputy One Overtime Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	40	Job	\$127.67	\$5,106.80
					<hr/>
NET AMT					\$5,106.80
ACRN AA CIN: W62A2B207790670001					\$5,106.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Sgt. Regular Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	166	Job	\$162.11	\$26,910.26
					<hr/>
NET AMT					\$26,910.26
ACRN AA CIN: W62A2B207790670001					\$26,910.26

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Sgt. Overtime Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	40	Job	\$149.00	\$5,960.00
					<hr/>
NET AMT					\$5,960.00
ACRN AA CIN: W62A2B207790670001					\$5,960.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Deputy Two Regular Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	380	Job	\$145.04	\$55,115.20
NET AMT					\$55,115.20
ACRN AA CIN: W62A2B207790670001					\$55,115.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Deputy Two Holiday Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	30	Job	\$145.04	\$4,351.20
NET AMT					\$4,351.20
ACRN AA CIN: W62A2B207790670001					\$4,351.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Deputy Two Overtime Hours FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	40	Job	\$127.67	\$5,106.80
NET AMT					\$5,106.80
ACRN AA CIN: W62A2B207790670001					\$5,106.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Gas Mileage Deputy One FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	5,400	Job	\$0.44	\$2,376.00
NET AMT					\$2,376.00
ACRN AA CIN: W62A2B207790670001					\$2,376.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Gas Mileage Deputy Two FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	3,690	Job	\$0.44	\$1,623.60
NET AMT					\$1,623.60
ACRN AA CIN: W62A2B207790670001					\$1,623.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Vehicle Expenses Deputy One May-June FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	19	Job	\$40.51	\$769.69
NET AMT					\$769.69
ACRN AA CIN: W62A2B207790670001					\$769.69

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Vehicle Expenses Deputy Two May-June FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	13	Job	\$40.51	\$526.63
					<hr/>
NET AMT					\$526.63
ACRN AA CIN: W62A2B207790670001					\$526.63

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Vehicle Expenses Deputy One July-Sept FFP The Contractor shall provide services in accordance with the PWS FOB: Destination PURCHASE REQUEST NUMBER: W62A2B20779067	41	Job	\$40.51	\$1,660.91
					<hr/>
NET AMT					\$1,660.91
ACRN AA CIN: W62A2B207790670001					\$1,660.91

0010	POP 20-MAY-2022 TO 25-SEP-2022	N/A	N/A FOB: Destination
0011	POP 20-MAY-2022 TO 25-SEP-2022	N/A	N/A FOB: Destination
0012	POP 20-MAY-2022 TO 25-SEP-2022	N/A	N/A FOB: Destination
0013	POP 20-MAY-2022 TO 25-SEP-2022	N/A	N/A FOB: Destination
0014	POP 20-MAY-2022 TO 25-SEP-2022	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

___ (5) [Reserved]

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

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

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

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

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

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

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

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

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

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

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

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

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

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

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

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

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

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

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

XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

XX (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (JAN 2021) of 52.225-3.
- ____ (iii) Alternate II (JAN 2021) of 52.225-3.
- ____ (iv) Alternate III (JAN 2021) of 52.225-3.
- ____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

- ____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.252-2 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):

Acquisition.gov

(End of clause)

SPN 32-4003 INVOICES (MAY 2000)

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

(b) An additional copy of the invoice shall be provided to: *****

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

PERFORMANCE WORK STATEMENT (PWS)

Law Enforcement, Lake Sonoma, Sonoma County, CA 2022

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide Law Enforcement Services for Lake Sonoma, Sonoma County, CA. 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: This is a long running service contract required to provide public safety at Lake Sonoma/Warm Springs Dam. This is a much-needed contract due to the high visitation of this Army Corps Lake. The main intent is for the safety of the recreating public. Army Corps Citation Rangers are on staff providing safety and security to the extent that their job description allows. These Rangers are NOT Law Enforcement Park Rangers. The need for licensed Law Enforcement Officers (LEO's) is to further enhance the safety of Lake Sonoma. Unlike the Army Corps Park Rangers, LEO's with the Sonoma County Sheriff Department are authorized in their jobs to carry firearms and other weapons (handguns, rifles, pepper spray, batons, handcuffs etc.) in order to effectively, if needed, detain/apprehend individuals that create a danger to the public visitors of Lake Sonoma. Army Corps Park Rangers are not authorized to perform this duty and rely on the Sonoma County Sheriff's Deputies to handle these tasks.

1.3 Objectives: Provide safety and security for the recreating public at a high visitation Army Corps of Engineers project within the San Francisco District. Aid USACE park rangers for safety and security.

1.4 Scope: A. The Contractor shall provide patrol coverage for the main recreation season beginning 20 May 2022 and running through 25 September 2022, including holidays at the holiday hourly rate. The contract of regular patrol coverage shall consist of up to two Sheriff's deputies on a ten (10) hour shift (the ten hours include travel time) during Saturdays, Sundays, and Holidays. (See Appendix A, Deputy Calendar). Deputy one will cover more days than deputy two. Critical coverage times for Law Enforcement Patrol services are Fridays from 1500 hours-2400 hours, Saturdays from 0700 hours-2400 hours and Sundays from 0900 hours-2000 hours. Although critical times have been identified, Law Enforcement patrols are not required for the duration of those times. Patrol coverage will be provided absent exigent circumstances that preclude the Sheriff's Department fulfilling Army Corps obligations. See **Appendix A** for scheduled days those services are needed. The contractor shall also provide supervisory Sergeant hours for the 20 weeks of the contract. A figure of 8.3 hours per week for a total of 166 hours for the duration of the contract has been established.

B. The location of areas under contract includes the Administration Area, Visitor Center, Warm Springs Recreation Area, Overlook, trailhead parking lots, Public Boat Ramp, Liberty Glen Campground, Bummer Peak Campground, primitive campgrounds, Yorty Creek Recreation Area, Warm Springs Dam, and all access roads within the park. The primitive campgrounds are accessible by boat only, and consist of: Old Sawmill Campground, Quicksilver Campground, Island View Campground, Madrone Point Campground, Lone Pine Campground, Black Mountain Campground, Buck Pasture Campground, Broken Bridge Campground, Falcon's Nest Campground, Homestead Campground, Loggers Campground, Rustlers Campground, Thumb Campground, and Skunk Creek Campground.

Yorty Creek Recreation Area is a day use area accessible through the city of Cloverdale, via Hot Springs Road. It is popular with residents and has picnic areas and a boat launch for car top launching only. Yorty Creek opens at 7 a.m. each morning and closes at varying times throughout the summer based on daylight hours. Campers are permitted to park there overnight if registered with the Visitor Center for boat-in camping. Law enforcement patrols are required a minimum of once on Friday and Saturday late afternoon/nights. Patrols must include both the recreation area and the parking lot.

The Warm Springs Recreation Area, Overlook, trailhead parking lots, Public Boat Ramp, and the Lake Sonoma Marina Resort Area, are all day use areas accessible on the south end of the lake. Most areas are closed at night with the exceptions being the Public Boat Ramp and the Marina. Sheriff's deputy patrols are required randomly a minimum of 3 days per week at the Public Boat Ramp and the trailhead parking lots to reduce the likelihood of auto break-ins and address parking issues, as well as monitor suspicious and illegal visitor behavior. Sheriff's deputy response to the Marina is only necessary in support of Lake Sonoma ranger staff needs.

1.5 Period of Performance: The period of performance shall be one base year running the course of the recreation season 20 May 2022 thru 25 September 2022.

1.6 General Information

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

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: Contractor is required to work, at holiday rates, Memorial, Independence, and Labor Days.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business (see section 1.4) except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at Lake Sonoma/ Warm Springs Dam Sonoma County, CA.

1.6.7 Security Requirements: Contractor personnel performing work under this contract must have a [see completed AT and OPSEC Level 1 training per district security officer] at time of the proposal submission and must maintain the level of security required for the life of the contract.

1.6.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

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

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

1.6.7.3 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.

1.6.8 Special Qualifications: N/A

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 about 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 follow personnel are considered key personnel by the government: The Contracting Officer (KO) and the Contracting Officers Representative (COR). 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.

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 Contractor Travel: N/A

1.6.14 Other Direct Costs: N/A

1.6.15 Data Rights: N/A

1.6.16 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.

1.6.17 PHASE IN /PHASE OUT PERIOD: N/A

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, 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 if 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 a product or service shall meet contract requirements.

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

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

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

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
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. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: N/A

3.2 Facilities: Continued use of Sheriff's sub-station per real-estate agreement.

3.3 Utilities: The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment: N/A

3.5 Materials: N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

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 Secret Facility Clearance: N/A.

4.3. Materials: N/A

4.4. Equipment: See 4.1

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services: The Contractor shall provide patrol coverage for the main recreation season beginning 20 May 2022 and running through 25 September 2022, including holidays at the holiday hourly rate. The contract of regular patrol coverage shall consist of up to two Sheriff's deputies on a ten (10) hour shift (the ten hours include travel time) during Saturdays, Sundays, and Holidays. (See Appendix A, Deputy Calendar). Deputy one will cover more days than deputy two. Critical coverage times for Law Enforcement Patrol services are Fridays from 1500 hours-2400 hours, Saturdays from 0700 hours-2400 hours and Sundays from 0900 hours-2000 hours. Although critical times have been identified, Law Enforcement patrols are not required for the duration of those times. Patrol coverage will be provided absent exigent circumstances that preclude the Sheriff's Department fulfilling Army Corps obligations. **See Appendix A** for scheduled days those services are needed. The contractor shall also provide supervisory Sergeant hours for the 20 weeks of the contract. A figure of 8.3 hours per week for a total of 166 hours for the duration of the contract has been established. All this information is found in section 4 of the statement of work.

B. The location of areas under contract includes the Administration Area, Visitor Center, Warm Springs Recreation Area, Overlook, trailhead parking lots, Public Boat Ramp, Liberty Glen Campground, Bummer Peak Campground, primitive campgrounds, Yorty Creek Recreation Area, Warm Springs Dam, and all access roads within the park. The primitive campgrounds are accessible by boat only, and consist of: Old Sawmill Campground, Quicksilver Campground, Island View Campground, Madrone Point Campground, Lone Pine Campground, Black Mountain Campground, Buck Pasture Campground, Broken Bridge Campground, Falcon's Nest Campground, Homestead Campground, Loggers Campground, Rustlers Campground, Thumb Campground, and Skunk Creek Campground.

Yorty Creek Recreation Area is a day use area accessible through the city of Cloverdale, via Hot Springs Road. It is popular with residents and has picnic areas and a boat launch for car top launching only. Yorty Creek opens at 7 a.m. each morning and closes at varying times throughout the summer based on daylight hours. Campers are permitted to park there overnight if registered with the Visitor Center for boat-in camping. Law enforcement patrols are required a minimum of once on Friday and Saturday late afternoon/nights. Patrols must include both the recreation area and the parking lot.

The Warm Springs Recreation Area, Overlook, trailhead parking lots, Public Boat Ramp, and the Lake Sonoma Marina Resort Area, are all day use areas accessible on the south end of the lake. Most areas are closed at night with the exceptions being the Public Boat Ramp and the Marina. Sheriff's deputy patrols are required randomly a minimum of 3 days per week at the Public Boat Ramp and the trailhead parking lots to reduce the likelihood of auto break-ins and address parking issues, as well as monitor suspicious and illegal visitor behavior. Sheriff's deputy response to the Marina is only necessary in support of Lake Sonoma ranger staff needs.

5.2. Task Heading: N/A

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR): N/A

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. (See AR 25-2, AR 530-1, AR 525-13)

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary: See attached

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule: See attached:

7.3 Attachment 3/Technical Exhibit 3 – Estimated Workload Data: N/A

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. The contractor shall provide knowledge of Agency Operating Manual:(See PWS 1.1)	The contractor provided: a working knowledge of the Agency Operating Model.	Minimal deviation from standard. As this is a law enforcement contract, it is to be expected that certain complaints will arrive from the public. Follow agency guidelines.	Validated customer complaint.
PRS # 2			
PRS # 3			
PRS # 4			

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># Of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
<p>A summary report of <u>all</u> law enforcement actions (contacts, warnings, citations and arrests) and services rendered (law enforcement contract shifts) will be provided with the monthly billing to the Contracting Officer's Representative.</p> <p>Each month a Safety Exposure Report, reporting man hours worked is required no later than the 5th of the month. This form will be provided by the Government. Billing and invoice information will be sent <u>monthly</u> to the Army Corps of Engineers as reflected below. Invoice shall include the number of hours worked, total charges, and period of performance for which the charges are being billed. The billing will be sent no later than 14 days after the end of the billing period.</p>	Once a month	One copy of each.	Hard copy and electronic copy.	<p style="text-align: center;">SEND ORIGINAL & ONE (1) COPY OF INVOICE TO:</p> <p>USAED, FINANCE CENTER Attention: CEFC-AO-P 5722 Integrity Drive, Bldg. 787 Millington TN 38054-5005</p> <p style="text-align: center;">SEND ONE (1) COPY OF THE INVOICE & BILLING DOCUMENTATI ON FOR CERTIFICATIO N & ACCEPTANCE OF SERVICES TO:</p> <p>U.S. Army Corps of Engineers, Lake Sonoma 3333 Skaggs Springs Road Geyserville, CA 95441</p>

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