

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W62A2B30614528		PAGE 1 OF 19				
2. CONTRACT NO. W912P723P0008		3. AWARD/EFFECTIVE DATE 12-May-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P723R0008		6. SOLICITATION ISSUE DATE 03-Mar-2023		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 20 Mar 2023		
9. ISSUED BY USACE, SAN FRANCISCO DISTRICT 450 GOLDEN GATE SAN FRANCISCO CA 94102 TEL: (415) 503-6995 FAX:		CODE W912P7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO OPNS BR LAKE SONOMA BRIAN T. EMMONS 3333 SKAGGS SPRINGS ROAD GEYSERVILLE CA 95441		CODE W912P7		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR COUNTY OF SONOMA SONOMA COUNTY SHERIFF DEPT Eddie Engram 2796 VENTURA AVE SANTA ROSA CA 95403-2226 TELEPHONE NO 707-565-1423		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) \$208,621.80				
<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 1 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) Karen Smith TEL: 415-503-6989 EMAIL: karen.smith@usace.army.mil			31c. DATE SIGNED		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED 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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Deputy One Regular Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	600	Job	\$149.41	\$89,646.00
					NET AMT
					\$89,646.00
					ACRN AA
					CIN: W62A2B306145280001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Deputy One Holiday Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	30	Job	\$134.08	\$4,022.40
					NET AMT
					\$4,022.40
					ACRN AA
					CIN: W62A2B306145280002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Deputy One Overtime Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	30	Job	\$149.41	\$4,482.30

NET AMT \$4,482.30

ACRN AA \$4,482.30
CIN: W62A2B306145280003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Sgt. Regular Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	166	Job	\$182.36	\$30,271.76

NET AMT \$30,271.76

ACRN AA \$30,271.76
CIN: W62A2B306145280004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Sgt. Overtime Hours	20	Job	\$156.42	\$3,128.40
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W62A2B30614528				
	PSC CD: R499				

NET AMT	\$3,128.40
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ACRN AA	\$3,128.40
CIN: W62A2B306145280005	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Deputy Two Regular Hours	400	Job	\$149.41	\$59,764.00
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W62A2B30614528				
	PSC CD: R499				

NET AMT	\$59,764.00
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ACRN AA	\$59,764.00
CIN: W62A2B306145280006	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Deputy Two Holiday Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	30	Job	\$134.08	\$4,022.40

NET AMT \$4,022.40

ACRN AA \$4,022.40
CIN: W62A2B306145280007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Deputy Two Overtime Hours FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	30	Job	\$149.41	\$4,482.30

NET AMT \$4,482.30

ACRN AA \$4,482.30
CIN: W62A2B306145280008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Gas Mileage Deputy One FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	1	Job	\$2,551.50	\$2,551.50

NET AMT \$2,551.50

ACRN AA \$2,551.50
CIN: W62A2B306145280009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Gas Mileage Deputy Two FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	1	Job	\$1,741.50	\$1,741.50

NET AMT \$1,741.50

ACRN AA \$1,741.50
CIN: W62A2B306145280010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Vehicle Expenses Deputy One May-June FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	23	Job	\$42.54	\$978.42

NET AMT	\$978.42
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ACRN AA	\$978.42
CIN: W62A2B306145280011	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Vehicle Expenses Deputy Two May-June FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	15	Job	\$42.54	\$638.10

NET AMT	\$638.10
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ACRN AA	\$638.10
CIN: W62A2B306145280012	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Vehicle Expenses Deputy One July-Sept FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	40	Job	\$42.54	\$1,701.60

NET AMT \$1,701.60

ACRN AA \$1,701.60
CIN: W62A2B306145280013

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Vehicle Expenses Deputy Two July-Sept FFP FOB: Destination PURCHASE REQUEST NUMBER: W62A2B30614528 PSC CD: R499	28	Job	\$42.54	\$1,191.12

NET AMT \$1,191.12

ACRN AA \$1,191.12
CIN: W62A2B306145280014

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	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

0006	N/A	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 12-MAY-2023 TO 24-SEP-2023	N/A	OPNS BR LAKE SONOMA BRIAN T. EMMONS 3333 SKAGGS SPRINGS ROAD GEYSERVILLE CA 95441 (707) 431-4523 FOB: Destination	W912P7
0002	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0003	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0004	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0005	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0006	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0007	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0008	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0009	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0010	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7

0011	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0012	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0013	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7
0014	POP 12-MAY-2023 TO 24-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P7

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2023 3123 000 0000 CCS: 210 L3 2023 08 2452 004990 96043 2520 36G96F NA 3DJL03
AMOUNT: \$208,621.80

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W62A2B306145280001	\$89,646.00
	0002	W62A2B306145280002	\$4,022.40
	0003	W62A2B306145280003	\$4,482.30
	0004	W62A2B306145280004	\$30,271.76
	0005	W62A2B306145280005	\$3,128.40
	0006	W62A2B306145280006	\$59,764.00
	0007	W62A2B306145280007	\$4,022.40
	0008	W62A2B306145280008	\$4,482.30
	0009	W62A2B306145280009	\$2,551.50
	0010	W62A2B306145280010	\$1,741.50
	0011	W62A2B306145280011	\$978.42
	0012	W62A2B306145280012	\$638.10
	0013	W62A2B306145280013	\$1,701.60
	0014	W62A2B306145280014	\$1,191.12

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
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	NOV 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	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	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	JUN 2022
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 (DEC 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. 4655).

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

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

___ (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 (OCT 2022) (15 U.S.C. 657a).

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

___ (13) [Reserved]

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

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

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

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

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

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

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

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

- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (SEP 2021) of 52.219-9.
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- ___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- ___ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (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 (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (ii) Alternate I [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (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 (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, 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.com

(End of clause)

SPN 32-4003 INVOICES (MAY 2000)

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

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

An additional copy of the invoice shall be provided to:

USACE San Francisco District
ATTN: Brian Emmons
Email: brian.t.emmons@usace.army.mil

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

PERFORMANCE WORK STATEMENT (PWS)

Law Enforcement, Lake Sonoma, Sonoma County, CA 2023

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 Sherriff'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. Provide assistance to USACE park rangers for safety and security.

1.4 Scope: A. The Contractor shall provide patrol coverage for the main recreation season beginning 12 May 2023 and running through 24 September 2023, 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 that 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 include 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 local 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 12 May 2023 thru 24 September 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 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

Labor Day

Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence 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 at all times 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 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 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 effect 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 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
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 12 May 2023 and running through 24 September 2023, 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 that 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 of this information is found in section 4 of the statement of work.

B. The location of areas under contract include 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 local 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 all 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 monthly 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 DOCUMENTATION FOR CERTIFICATION & ACCEPTANCE OF SERVICES TO:</p> <p>U.S. Army Corps of Engineers, Lake Sonoma 3333 Skaggs Springs Road Geyserville, CA 95441</p>

Appendix A, Deputy Calendar

2023

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Key:



Staffing, 1 Deputy
 Staffing, 2 Deputies
 Holiday, 2 Deputies

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5651
Revision No.: 17
Date Of Last Revision: 12/27/2022

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Sonoma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.81
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.40
01020 - Administrative Assistant		33.07
01035 - Court Reporter		26.73
01041 - Customer Service Representative I		17.99
01042 - Customer Service Representative II		19.64
01043 - Customer Service Representative III		22.04
01051 - Data Entry Operator I		16.92
01052 - Data Entry Operator II		18.46
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		21.69
01090 - Duplicating Machine Operator		21.69
01111 - General Clerk I		18.44
01112 - General Clerk II		20.12
01113 - General Clerk III		22.59

01120 - Housing Referral Assistant	28.90
01141 - Messenger Courier	17.07
01191 - Order Clerk I	19.72
01192 - Order Clerk II	21.52
01261 - Personnel Assistant (Employment) I	21.78
01262 - Personnel Assistant (Employment) II	24.40
01263 - Personnel Assistant (Employment) III	27.16
01270 - Production Control Clerk	28.05
01290 - Rental Clerk	20.58
01300 - Scheduler, Maintenance	23.17
01311 - Secretary I	23.17
01312 - Secretary II	25.93
01313 - Secretary III	28.90
01320 - Service Order Dispatcher	24.51
01410 - Supply Technician	33.07
01420 - Survey Worker	24.95
01460 - Switchboard Operator/Receptionist	18.15
01531 - Travel Clerk I	20.24
01532 - Travel Clerk II	22.04
01533 - Travel Clerk III	23.87
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	39.50
05010 - Automotive Electrician	26.76
05040 - Automotive Glass Installer	25.32
05070 - Automotive Worker	25.32
05110 - Mobile Equipment Servicer	22.32
05130 - Motor Equipment Metal Mechanic	28.22
05160 - Motor Equipment Metal Worker	25.32
05190 - Motor Vehicle Mechanic	28.22
05220 - Motor Vehicle Mechanic Helper	20.63
05250 - Motor Vehicle Upholstery Worker	23.87
05280 - Motor Vehicle Wrecker	25.32
05310 - Painter, Automotive	26.76
05340 - Radiator Repair Specialist	25.32
05370 - Tire Repairer	17.91
05400 - Transmission Repair Specialist	28.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.75
07041 - Cook I	18.88
07042 - Cook II	21.42
07070 - Dishwasher	15.94***
07130 - Food Service Worker	16.21
07210 - Meat Cutter	18.54
07260 - Waiter/Waitress	15.07***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.37
09040 - Furniture Handler	17.29
09080 - Furniture Refinisher	24.21
09090 - Furniture Refinisher Helper	19.73
09110 - Furniture Repairer, Minor	21.87
09130 - Upholsterer	29.01
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.20
11060 - Elevator Operator	16.91
11090 - Gardener	24.31
11122 - Housekeeping Aide	16.91
11150 - Janitor	16.91
11210 - Laborer, Grounds Maintenance	18.71
11240 - Maid or Houseman	16.67
11260 - Pruner	16.83
11270 - Tractor Operator	22.47
11330 - Trail Maintenance Worker	18.71

11360 - Window Cleaner	18.80
12000 - Health Occupations	
12010 - Ambulance Driver	23.33
12011 - Breath Alcohol Technician	31.53
12012 - Certified Occupational Therapist Assistant	41.32
12015 - Certified Physical Therapist Assistant	37.13
12020 - Dental Assistant	28.65
12025 - Dental Hygienist	58.50
12030 - EKG Technician	43.42
12035 - Electroneurodiagnostic Technologist	43.42
12040 - Emergency Medical Technician	23.33
12071 - Licensed Practical Nurse I	28.18
12072 - Licensed Practical Nurse II	31.53
12073 - Licensed Practical Nurse III	35.14
12100 - Medical Assistant	23.51
12130 - Medical Laboratory Technician	33.04
12160 - Medical Record Clerk	24.00
12190 - Medical Record Technician	26.85
12195 - Medical Transcriptionist	28.18
12210 - Nuclear Medicine Technologist	69.27
12221 - Nursing Assistant I	14.88***
12222 - Nursing Assistant II	16.73
12223 - Nursing Assistant III	18.25
12224 - Nursing Assistant IV	20.48
12235 - Optical Dispenser	24.06
12236 - Optical Technician	28.18
12250 - Pharmacy Technician	24.36
12280 - Phlebotomist	24.29
12305 - Radiologic Technologist	47.66
12311 - Registered Nurse I	36.77
12312 - Registered Nurse II	44.98
12313 - Registered Nurse II, Specialist	44.98
12314 - Registered Nurse III	54.41
12315 - Registered Nurse III, Anesthetist	54.41
12316 - Registered Nurse IV	65.23
12317 - Scheduler (Drug and Alcohol Testing)	39.05
12320 - Substance Abuse Treatment Counselor	26.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.92
13012 - Exhibits Specialist II	32.11
13013 - Exhibits Specialist III	39.28
13041 - Illustrator I	25.92
13042 - Illustrator II	32.11
13043 - Illustrator III	39.28
13047 - Librarian	35.56
13050 - Library Aide/Clerk	20.91
13054 - Library Information Technology Systems Administrator	32.11
13058 - Library Technician	26.04
13061 - Media Specialist I	23.17
13062 - Media Specialist II	25.92
13063 - Media Specialist III	28.89
13071 - Photographer I	22.03
13072 - Photographer II	24.65
13073 - Photographer III	30.54
13074 - Photographer IV	37.36
13075 - Photographer V	45.19
13090 - Technical Order Library Clerk	25.81
13110 - Video Teleconference Technician	29.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.03
14042 - Computer Operator II	24.65
14043 - Computer Operator III	27.48
14044 - Computer Operator IV	30.54
14045 - Computer Operator V	33.82

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
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		22.03
14160 - Personal Computer Support Technician		30.54
14170 - System Support Specialist		33.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.80
15020 - Aircrew Training Devices Instructor (Rated)		44.51
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		35.86
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		32.71
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.05
15086 - Maintenance Test Pilot, Rotary Wing		50.05
15088 - Non-Maintenance Test/Co-Pilot		50.05
15090 - Technical Instructor		26.99
15095 - Technical Instructor/Course Developer		33.01
15110 - Test Proctor		21.78
15120 - Tutor		21.78
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		19.34
16030 - Counter Attendant		19.34
16040 - Dry Cleaner		22.10
16070 - Finisher, Flatwork, Machine		19.34
16090 - Presser, Hand		19.34
16110 - Presser, Machine, Drycleaning		19.34
16130 - Presser, Machine, Shirts		19.34
16160 - Presser, Machine, Wearing Apparel, Laundry		19.34
16190 - Sewing Machine Operator		23.02
16220 - Tailor		23.94
16250 - Washer, Machine		20.26
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.64
19040 - Tool And Die Maker		37.98
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.91
21030 - Material Coordinator		28.05
21040 - Material Expediter		28.05
21050 - Material Handling Laborer		17.99
21071 - Order Filler		17.16
21080 - Production Line Worker (Food Processing)		19.91
21110 - Shipping Packer		18.94
21130 - Shipping/Receiving Clerk		18.94
21140 - Store Worker I		18.42
21150 - Stock Clerk		24.02
21210 - Tools And Parts Attendant		19.91
21410 - Warehouse Specialist		19.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.56
23019 - Aircraft Logs and Records Technician		31.83
23021 - Aircraft Mechanic I		37.63
23022 - Aircraft Mechanic II		39.56
23023 - Aircraft Mechanic III		41.24
23040 - Aircraft Mechanic Helper		27.51
23050 - Aircraft, Painter		35.70
23060 - Aircraft Servicer		31.83
23070 - Aircraft Survival Flight Equipment Technician		35.70
23080 - Aircraft Worker		33.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		33.78

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	37.63
II		
23110	- Appliance Mechanic	31.64
23120	- Bicycle Repairer	24.34
23125	- Cable Splicer	33.36
23130	- Carpenter, Maintenance	36.71
23140	- Carpet Layer	28.40
23160	- Electrician, Maintenance	37.05
23181	- Electronics Technician Maintenance I	32.21
23182	- Electronics Technician Maintenance II	34.03
23183	- Electronics Technician Maintenance III	35.88
23260	- Fabric Worker	28.22
23290	- Fire Alarm System Mechanic	31.66
23310	- Fire Extinguisher Repairer	26.38
23311	- Fuel Distribution System Mechanic	37.72
23312	- Fuel Distribution System Operator	29.82
23370	- General Maintenance Worker	24.04
23380	- Ground Support Equipment Mechanic	37.63
23381	- Ground Support Equipment Servicer	31.83
23382	- Ground Support Equipment Worker	33.78
23391	- Gunsmith I	26.38
23392	- Gunsmith II	29.94
23393	- Gunsmith III	33.36
23410	- Heating, Ventilation And Air-Conditioning Mechanic	31.12
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	32.71
23430	- Heavy Equipment Mechanic	35.96
23440	- Heavy Equipment Operator	38.20
23460	- Instrument Mechanic	33.36
23465	- Laboratory/Shelter Mechanic	31.64
23470	- Laborer	17.99
23510	- Locksmith	24.39
23530	- Machinery Maintenance Mechanic	33.38
23550	- Machinist, Maintenance	27.28
23580	- Maintenance Trades Helper	20.00
23591	- Metrology Technician I	33.36
23592	- Metrology Technician II	35.06
23593	- Metrology Technician III	36.54
23640	- Millwright	33.36
23710	- Office Appliance Repairer	23.83
23760	- Painter, Maintenance	27.52
23790	- Pipefitter, Maintenance	35.60
23810	- Plumber, Maintenance	33.77
23820	- Pneudraulic Systems Mechanic	33.36
23850	- Rigger	33.36
23870	- Scale Mechanic	29.94
23890	- Sheet-Metal Worker, Maintenance	31.94
23910	- Small Engine Mechanic	29.94
23931	- Telecommunications Mechanic I	30.99
23932	- Telecommunications Mechanic II	32.57
23950	- Telephone Lineman	33.36
23960	- Welder, Combination, Maintenance	25.80
23965	- Well Driller	32.52
23970	- Woodcraft Worker	33.36
23980	- Woodworker	26.38
24000	- Personal Needs Occupations	
24550	- Case Manager	21.68
24570	- Child Care Attendant	16.86
24580	- Child Care Center Clerk	20.95
24610	- Chore Aide	15.12***
24620	- Family Readiness And Support Services Coordinator	21.68
24630	- Homemaker	21.68

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	39.05
25040 - Sewage Plant Operator	38.76
25070 - Stationary Engineer	39.05
25190 - Ventilation Equipment Tender	28.54
25210 - Water Treatment Plant Operator	38.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	35.17
27007 - Baggage Inspector	17.36
27008 - Corrections Officer	38.39
27010 - Court Security Officer	39.43
27030 - Detection Dog Handler	19.41
27040 - Detention Officer	38.39
27070 - Firefighter	37.33
27101 - Guard I	17.36
27102 - Guard II	19.41
27131 - Police Officer I	51.56
27132 - Police Officer II	57.31
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.29
28042 - Carnival Equipment Repairer	21.96
28043 - Carnival Worker	15.20***
28210 - Gate Attendant/Gate Tender	19.38
28310 - Lifeguard	16.05***
28350 - Park Attendant (Aide)	21.68
28510 - Recreation Aide/Health Facility Attendant	15.83***
28515 - Recreation Specialist	26.87
28630 - Sports Official	17.27
28690 - Swimming Pool Operator	24.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	37.58
29020 - Hatch Tender	37.58
29030 - Line Handler	37.58
29041 - Stevedore I	35.43
29042 - Stevedore II	39.72
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	50.68
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.95
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	38.49
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	35.34
30051 - Cryogenic Technician I	35.01
30052 - Cryogenic Technician II	38.67
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	30.39
30095 - Evidence Control Specialist	31.61
30210 - Laboratory Technician	25.60
30221 - Latent Fingerprint Technician I	35.08
30222 - Latent Fingerprint Technician II	38.75
30240 - Mathematical Technician	39.48
30361 - Paralegal/Legal Assistant I	25.16
30362 - Paralegal/Legal Assistant II	31.18
30363 - Paralegal/Legal Assistant III	38.14

30364 - Paralegal/Legal Assistant IV	46.14
30375 - Petroleum Supply Specialist	38.67
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	38.67
30461 - Technical Writer I	32.24
30462 - Technical Writer II	39.44
30463 - Technical Writer III	47.71
30491 - Unexploded Ordnance (UXO) Technician I	32.21
30492 - Unexploded Ordnance (UXO) Technician II	38.97
30493 - Unexploded Ordnance (UXO) Technician III	46.71
30494 - Unexploded (UXO) Safety Escort	32.21
30495 - Unexploded (UXO) Sweep Personnel	32.21
30501 - Weather Forecaster I	38.15
30502 - Weather Forecaster II	46.39
30620 - Weather Observer, Combined Upper Air Or	(see 2) 30.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 34.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.97
31020 - Bus Aide	17.72
31030 - Bus Driver	24.63
31043 - Driver Courier	20.92
31260 - Parking and Lot Attendant	15.67***
31290 - Shuttle Bus Driver	20.23
31310 - Taxi Driver	19.53
31361 - Truckdriver, Light	22.64
31362 - Truckdriver, Medium	24.21
31363 - Truckdriver, Heavy	27.33
31364 - Truckdriver, Tractor-Trailer	27.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.00
99030 - Cashier	15.98***
99050 - Desk Clerk	16.50
99095 - Embalmer	32.21
99130 - Flight Follower	32.21
99251 - Laboratory Animal Caretaker I	18.23
99252 - Laboratory Animal Caretaker II	19.73
99260 - Marketing Analyst	39.68
99310 - Mortician	32.21
99410 - Pest Controller	24.71
99510 - Photofinishing Worker	16.93
99710 - Recycling Laborer	28.84
99711 - Recycling Specialist	34.64
99730 - Refuse Collector	25.95
99810 - Sales Clerk	16.89
99820 - School Crossing Guard	19.72
99830 - Survey Party Chief	47.05
99831 - Surveying Aide	22.39
99832 - Surveying Technician	30.73
99840 - Vending Machine Attendant	18.98
99841 - Vending Machine Repairer	23.30
99842 - Vending Machine Repairer Helper	18.98

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 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 twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."