SOLICITATION/CO		_	-		_	1. REQUIS W62A2B9	SITION NUM 91074435	BER			PAGE	1 OF 23
2. CONTRACT NO. W912P719P0014		3. AWARD/EFFECTIVE DATE 4. ORDER I 01-May-2019			R NUMBER		5. SOL	ICITATIO	N NUMBER		6. SOLICI	TATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME					b. TEL	EPHONE	NUMBER (No Co	llect Calls)	8. OFFER	R DUE DATE/LOCAL TIME
9. ISSUED BY		CODE	W912P7		10. THIS ACQU	JISITION	ıs X	JNRES	TRICTED OR	SET ASID	E:	% FOR:
US ARMY ENGINEER DIS CONTRACTING DIVISION 450 GOLDEN GATE AVE, SAN FRANCISCO CA 941	4TH FLOOR				□HUBZONE	SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: EDWOSB OOO100						
TEL: FAX:					SERVICE-D VETERAN- SMALL BU	OISABLED OWNED) [8(A)			2120 ZE STAN	IDARD:
11. DELIVERY FOR FOB DE		12. DISCO Net 30 Da	UNT TERMS		13a. THIS CONTRACT IS A			13b. F	RATING			
MARKED X SEE SCHEDULE			,			D ORDEF (15 CFR	R UNDER 700)	14. MI	ETHOD OF SOLI		Г	7
15. DELIVER TO		CODE	W912P7		16. ADMINISTE	RED BY		<u>L</u>	RFQ	☐ IFB CO	DE	RFP
OPNS BR LAKE SONOMA BRIAN T. EMMONS 3333 SKAGGS SPRINGS ROAD GEYSERVILLE CA 95441		0052			10. / DIMINIOTE		EITEN	/ 1 9			DL	
17a.CONTRACTOR/ CO	DE 1PU45		ACILITY		18a. PAYMENT	Γ WILL BE	MADE BY	,		CO	DE 96	64145
OFFEROR CODE COUNTY OF SONOMA 2796 VENTURA AVE SANTA ROSA CA 95403-2226 TELEPHONE NO. 707-565-8831				USAED FINANCE, ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005								
17b. CHECK IF REMI SUCH ADDRESS IN		DIFFEREN	T AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM							
19. ITEM NO.	SO	CHEDULE C	20. F SUPPLIES/ S	ERVICES	3		21 QUAN		22. UNIT	23. UNIT PRI		24. AMOUNT
			SEE SCHE	DULE								
25. ACCOUNTING AND A	PPROPRIAT	ION DATA							26. TOTAL AV	WARD AMO	UNT (Fo	or Govt. Use Only)
See Schedule												\$177,288.86
27a. SOLICITATION IN 27b. CONTRACT/PUR											ARE _	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RET COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AIDELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPE				AND OFFER DATED . YOUR OFFER ON SOLICITATION E AND ON ANY (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE								
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a.UNITE	STATES	OF AMERIC	CA (SI	GNATURE OF CON	TRACTING O	FFICER)	
30b. NAME AND TITLE C	F SIGNER		30c. DATE	SIGNED	31b. NAME		RACTING O	FFICER	(TYPE OR	PRINT)		31c. DATE SIGNED
					EMAI	L:						

SOLICITA	TION/		RACT/ORDER FOR CONTINUED)	COMMERC	IAL ITI	EMS					PA	GE 2 OF 13
19. ГТЕМ NO.			20. SCHEDULE OF SUPPLI			•	21. QUANTIT	,	22. UNIT	23. UNIT PR		24. AMOUNT
II LYINO.			SEE SCH				QOAIVIII		Oran	ONITTY	V	AWOON
32a. QUANTITY IN	COLUM	N 21 H	AS BEEN									
RECEIVED	INSPE	CTED [ACCEPTED, AND CONF	ORMS TO THE C	ONTRAC	CT, EXCEPT	AS NOTED:					
32b. SIGNATURE C REPRESENTA		IORIZE	D GOVERNMENT	32c. DATE			TED NAME AND RESENTATIVE	TITLE C	OF AUTHOR	RIZED GOVE	ERNMEN	Т
32e. MAILING ADD	RESS C	F AUTH	HORIZED GOVERNMENT RI	EPRESENTATIVI	Ξ.	32f. TELEF	PHONE NUMBE	R OF AU	JTHORIZE	GOVERNM	ENT REF	PRESENTATIVE
						32g. E-MAI	L OF AUTHORI	ZED GO	VERNMEN	T REPRESE	NTATIVE	
33. SHIP NUMBER	FINAL	34. VOL	JCHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	E P	ARTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT	NUMBE	R 39.	S/R VOUCHER NUMBER	40. PAID BY		-				,		
			CORRECT AND PROPER ERTIFYING OFFICER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
					42b. RE	CEIVED AT	(Location)					
					42c. DA	TE REC'D (YY/MM/DD)	42d. TO	TAL CONT	AINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
0001	Deputy 1 FFP PURCHASE REQUEST N	NUMBER: W62A2	2B91074435		\$0.00
				_	
				NET AMT	\$0.00
ITEM NO 0001AA	SUPPLIES/SERVICES Funding CLIN 1 FFP	QUANTITY 1	UNIT Job	UNIT PRICE \$52.94	AMOUNT \$52.94
	FOB: Destination PURCHASE REQUEST 1	NUMBER: W62A2	2B91074435		
				NET AMT	\$52.94
	ACRN AA CIN: W62A2B910744350	001AA			\$52.94
ITEM NO 0001AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$186.14	AMOUNT \$186.14
	Funding CLIN 2 FFP FOB: Destination PURCHASE REQUEST N	NUMBER: W62A2	2B91074435		
				NET AMT	\$186.14
	ACRN AB CIN: W62A2B910744350	001AB			\$186.14

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ITEM NO 0001AC	SUPPLIES/SERVICES Funding CLIN 3 FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job	UNIT PRICE \$78,534.92	AMOUNT \$78,534.92
	ACRN AC CIN: W62A2B910744350		20/10/4433	NET AMT	\$78,534.92 \$78,534.92
ITEM NO 0002	SUPPLIES/SERVICES Deputy 1- Holiday FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job 2B91074435	UNIT PRICE \$4,146.00	AMOUNT \$4,146.00
	ACRN AC CIN: W62A2B910744350	0002		NET AMT	\$4,146.00 \$4,146.00
ITEM NO 0003	SUPPLIES/SERVICES Deputy 1- OT FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job 2B91074435	UNIT PRICE \$1,109.30	AMOUNT \$1,109.30
	ACRN AC CIN: W62A2B910744350	0003		NET AMT	\$1,109.30 \$1,109.30

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ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$25,084.08	AMOUNT \$25,084.08
	Sgt Regular Time FFP				
	FOB: Destination	M. DED. W. (2.1	2701071125		
	PURCHASE REQUEST	NUMBER: W62A2	2B91074435		
				NET AMT	\$25,084.08
	ACRN AC CIN: W62A2B910744350	0004			\$25,084.08
ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$53,898.00	AMOUNT \$53,898.00
0003	Deputy 2- Regular time	1	J00	\$33,878.00	\$33,676.00
	FFP FOB: Destination				
	PURCHASE REQUEST	NUMBER: W62A2	2B91074435		
				NET AMT	\$53,898.00
	ACRN AC				\$53,898.00
	CIN: W62A2B910744350	0005			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Deputy 2- Holiday	1	Job	\$4,146.00	\$4,146.00
	FFP FOB: Destination				
	PURCHASE REQUEST	NUMBER: W62A2	2B91074435		
				NET AMT	\$4,146.00
	ACRN AC				\$4,146.00
	CIN: W62A2B910744350	0006			ų .,1 .VIVV

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ITEM NO 0007	SUPPLIES/SERVICES Deputy 2- OT FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job 2B91074435	UNIT PRICE \$1,109.30	AMOUNT \$1,109.30
	ACRN AC CIN: W62A2B910744350		2571071133	NET AMT	\$1,109.30 \$1,109.30
ITEM NO 0008	SUPPLIES/SERVICES Gas- Deputy 1 FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job 2B91074435	UNIT PRICE \$3,132.00	AMOUNT \$3,132.00
	ACRN AC CIN: W62A2B910744350	0008		NET AMT	\$3,132.00 \$3,132.00
ITEM NO 0009	SUPPLIES/SERVICES Gas- Deputy 2 FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 1 NUMBER: W62A2	UNIT Job 2B91074435	UNIT PRICE \$2,192.40	AMOUNT \$2,192.40
	ACRN AC CIN: W62A2B910744350	0009		NET AMT	\$2,192.40 \$2,192.40

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ITEM NO 0010	SUPPLIES/SERVICES QU. Vehicle Expenses- Deputy 1 FFP FOB: Destination	ANTITY 1	UNIT Job	UNIT PRICE \$968.88	AMOUNT \$968.88
	PURCHASE REQUEST NUME	BER: W62A2B	91074435		
	ACRN AC CIN: W62A2B910744350010			NET AMT	\$968.88 \$968.88
ITEM NO 0011	SUPPLIES/SERVICES QU. Vehicle Expenses- Deputy 2 FFP FOB: Destination PURCHASE REQUEST NUMBER	ANTITY 1 BER: W62A2B	UNIT Job 91074435	UNIT PRICE \$660.60	AMOUNT \$660.60
	ACRN AC CIN: W62A2B910744350011			NET AMT	\$660.60 \$660.60
ITEM NO 0012	SUPPLIES/SERVICES QUARTER Vehicle Expenses- Deputy 1 FFP July-Sept FOB: Destination PURCHASE REQUEST NUMBER	ANTITY 1 BER: W62A2B	UNIT Job 91074435	UNIT PRICE \$1,209.16	AMOUNT \$1,209.16
	ACRN AC CIN: W62A2B910744350012			NET AMT	\$1,209.16 \$1,209.16

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0013 1 Job \$859.14 \$859.14

Vehicle Expenses- Deputy 2

FFP Jul-Sept

FOB: Destination

PURCHASE REQUEST NUMBER: W62A2B91074435

NET AMT \$859.14

ACRN AC \$859.14

CIN: W62A2B910744350013

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2018 3123 000 0000 CCS: 210 L3 2018 08 2452 004990 96043 2520 3K7K30 NA 3BL010 AMOUNT: \$52.94

AB: 096 NA X 2017 3123 000 0000 CCS: 210 L3 2017 08 2452 004990 96043 2520 3K7K30 NA 3BL010 AMOUNT: \$186.14

AC: 096 NA X 2019 3123 000 0000 CCS: 210 L3 2019 08 2452 004990 96043 2520 3K7K30 NA 3BL010

AMOUNT: \$177,049.78

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	W62A2B910744350001AA	\$52.94
AB	0001AB	W62A2B910744350001AB	\$186.14
AC	0001AC	W62A2B910744350001AC	\$78,534.92
	0002	W62A2B910744350002	\$4,146.00
	0003	W62A2B910744350003	\$1,109.30
	0004	W62A2B910744350004	\$25,084.08
	0005	W62A2B910744350005	\$53,898.00
	0006	W62A2B910744350006	\$4,146.00
	0007	W62A2B910744350007	\$1,109.30
	0008	W62A2B910744350008	\$3,132.00
	0009	W62A2B910744350009	\$2,192.40
	0010	W62A2B910744350010	\$968.88
	0011	W62A2B910744350011	\$660.60
	0012	W62A2B910744350012	\$1,209.16
	0013	W62A2B910744350013	\$859.14

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-19	Incorporation by Reference of Representations and	DEC 2014
	Certifications.	
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement	JAN 2019
	Statutes or Executive OrdersCommercial Items	

52.217-8	Option To Extend Services	NOV 1999
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
	Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2016
	Incident Reporting	
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or	SEP 2014
	Hazardous Materials	
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	DEC 2018
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

PERFORMANCE WORK STATEMENT (PWS) Law Enforcement, Lake Sonoma, Sonoma County, CA 2019

Part 1 General Information

- 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 <u>Background</u>: This is a long running contract service required to provide public safety at Lake Sonoma/Warm Springs Dam.
 - 1.3 <u>Objectives</u>: 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 17 May 2019 and running through 22 September 2019, 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 19 weeks of the contract. A figure of 8.3 hours per week for a total of 158 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.

1.5 <u>Period of Performance</u>: The period of performance shall be one base year running the course of the recreation season 17 May 2019 thru 22 September 2019.

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 <u>Quality Assurance</u>: 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 <u>Holidays</u>: 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 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 <u>Place of Performance</u>: The work to be performed under this contract will be performed at Lake Sonoma/ Warm Springs Dam Sonoma County, CA.
- 1.6.7 <u>Security Requirements</u>: Contractor personnel performing work under this contract must have a [see completed AT OPSEC per district security officer] at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254.
- 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 <u>Lock Combinations</u>: 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 <u>Identification of Contractor Employees</u>: 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. <u>DEFINITIONS AND ACRONYMS</u>:

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: A. The Contractor shall provide patrol coverage for the main recreation season beginning 17 May 2019 and running through 22 September 2019, 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 19 weeks of the contract. A figure of 8.3 hours per week for a total of 158 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.)

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

		# of		
<u>Deliverable</u>	Frequency	Copies	Medium/Format	Submit To
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. Backup shall be a minimum of daily CAD printout documenting (for all deputies providing contract services), showing start and end of shift, patrol activities and major incidents. Copies of all crime and incident reports generated by the contract Deputy shall be provided. <i>Copies of reports are due no later than thirty (30) days from the report month's end</i> . Each month a Safety Exposure Report, reporting man hours worked is required no later than the 3 rd 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.	Once a month	One copy of each.	Hard copy and electronic copy.	SEND ORIGINAL & ONE (1) COPY OF INVOICE TO: USAED, FINANCE CENTER Attention: CEFC-AO-P 5722 Integrity Drive, Bldg 787 Millington TN 38054-5005 SEND ONE (1) COPY OF THE INVOICE & BILLING DOCUMENTATION FOR CERTIFICATION & ACCEPTANCE OF SERVICES TO: U.S. Army Corps of Engineers, Lake Sonoma 3333 Skaggs Springs Road Geyserville, CA 95441 Attention: Brian Emmons, Contracting Officer's Rep

Appendix A, Deputy Schedule 2019

X Sheriff Patrol one (1) deputy
X Sheriff patrol 2 deputies
Holl Holiday

Su	Мо	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	

Su	Мо	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						

Su	Мо	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			

	Α					
Su	Мо	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

Su	Мо	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				

2/04/13 mep