# Nevada and Yuba County Law Enforcement Services Englebright Lake Performance Work Statement (PWS) 21 March 2025

#### **Part A - General Information:**

- 1. The Contractor shall furnish all labor, materials, equipment, supplies, transportation and supervision necessary to provide law enforcement services. The Contractor shall be responsible for all costs related to performing this contract and its successful completion. Services shall be performed at various locations within the Englebright Lake project boundaries, Yuba County, CA. The locations for law enforcement services shall be as follows: Narrows Recreation Area, Joe Miller Recreation Area, and Shoreline Recreation Areas (lake access only). All work, materials and equipment shall be subject to the control and approval of the Contracting Officers' Representative (COR).
- 2. In the event that any part of, or the entire Park is permanently or temporarily closed, the segments of this contract pertaining to that area may not be required and therefore not utilized. The number of facilities may vary. Contractor shall not perform work in closed areas or facilities not in use and shall not be compensated for work not accomplished.
- 3. Period of Performance: This contract consists of a Base Year and four (4) Option Years.
- 4. All work completed under this contract shall be performed on the days as requested by the Contracting Officer Representatives. A business day is considered Monday through Friday. No work shall be conducted on days other those scheduled without prior approval from the Contracting Officer Representatives (COR).
- 5. Work site locations are listed as followed:

Englebright Lake 12896 Englebright Dam Road Smartsville, CA 95977

7. Pre-work Conference: A pre-work conference between the Contractor, his/her representatives, supervisors, workers, etc. and the Contracting Officer Representatives shall be scheduled prior to the start of any work at the respective sites. Contractor shall submit to the Contracting Officer Representatives or the designative representative, all required reports, plans, permits, licenses, and other items outlined in this contract.

## PART B – CONTRACTOR RESPONSIBILITIES:

## **B.** Work to be Performed:

1. Existing Law Enforcement Patrols:

- a. <u>Land Patrols</u>: Periodic vehicle patrols are performed by Nevada County Deputies through the Narrows Recreation Area and Joe Miller Recreation Area. These patrols are irregular and are typically conducted only during a call-out response.
- b. <u>Lake Patrols</u>: Enforcement of State and local boating laws are performed by both Nevada County. These patrols may consist of one, two and three summer weekend daytime patrols that are typically up to four hours in length. Occasional summer weekday patrols are performed. Services are supported by California Department of Boating and Waterways funding.
- c. <u>Response to Emergencies</u>: There is on-call service provided by both Nevada County and the agencies respond to all emergencies. Response times vary, but it may take more than an hour if an emergency occurs at one of the shoreline recreation areas that are accessible only by boat.

## 2. Increased Services to be performed:

- a. <u>Duties</u>: Provide backup support for the park Ranger staff during Title 36 enforcement actions on park lands and waterways and enforce State and local laws as necessary.
- b. <u>Staffing and Reporting:</u> The Sheriff's Department will provide the COR with the name of the deputy who will act as the Contract Service Coordinator. This deputy will be contacted by Englebright Lake to coordinate requests for additional patrols and to discuss services and problems. Crimes, accidents and other reportable incidents will be reported to any on duty park ranger, or to the COR, as soon as possible, either by radio, personal contact, email or by telephone during business hours at (530) 432-6427. The Government shall provide a patrol vessel and operator during patrols of the lake.
- c. <u>Schedule</u>: Normal patrols shall be provided on **Fridays and Saturdays** during the contract period, in accordance with the Patrol Schedules shown below. Regular hours for patrol services are from 1700 to 2200 hours (5 hours). Additional patrols shall also be provided for **Operation Dry Water** on the day of the event, as well as on **Sundays** during holiday weekends.

## d. California Law Enforcement Telecommunications System (CLETS)

<u>Training and Maintenance:</u> The Nevada County Sheriff's Office will provide CLETS training and certification, as well as training record management for up to 10 Park Rangers. This is needed so that Park Rangers can maintain their yearly eligibility to obtain CLETS information. A Ranger or their designee will be responsible for submitting an annual employee roster of Rangers they would like to be trained, not to exceed 10 individuals annually. A Ranger or their designee will be responsible for notifying the NCSO Records Division of any change in an employee's status so that a determination can be made regarding their ability to receive CLETS information.

e. <u>CLETS Dispatch Service</u>: CLETS requests will be limited to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office. Park Rangers may submit CLETS information requests via telephone through the Nevada County Regional Dispatch Center, (530) 265-7880. CLETS requests from Park Rangers will not be accepted via any of the dispatch radio frequencies unless it is an emergency. CLETS return information will be given to the park Ranger immediately via telephone, providing that the

dispatcher is not engaged in other priority calls for service. CLETS information cannot be sent via email and can only be provided on a right to know and need to know basis.

# <u>C – CONTRACTORS RESPONSIBILITIES: SECURITY</u>

- 1. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility, or area. Proposed language: "All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: http://jko.jten.mil/courses/atl1/launch.html; or it can be provided by the Requiring Activity (RA) Antiterrorism Officer (ATO) in presentation form which will be documented via memorandum."
- 2. Access and General Protection/Security Policy and Procedures. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity

Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes."

- **2b.** For contractors who do not require CAC, but require access to a DoD facility or installation. Proposed language: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
- 3. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report

suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training."

- **4. Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract awards. \*When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.
- 5. Accident Prevention Program: Within 5 calendar days after contract award, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer Representative (COR) for review and acceptance. Before initiation of work, a site-specific Accident Prevention Plan (APP) with appropriate appendices written in English by the Prime Contractor for the specific work and hazards of the contract, and implementing in detail the pertinent requirements of the most recent edition of EM 385-1-1 will be reviewed and found acceptable by the COR. APPs shall be developed and submitted by the Contractor in the formats provided in Appendix A of the most recent edition of EM 385-1-1. The Contractor shall address each of the elements/sub elements in the outline contained in Appendix A in the order they are provided in the Manual. If by the nature of the work an item is not applicable, the Contractor will so state and provide a justification for why that element/sub-element is not applicable. The APP will be developed by qualified personnel and will be signed in accordance with Appendix A.1, EM 385-1-1. The Contractor shall be responsible for documenting the qualified person's credentials. The Contractor's APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
- 6. **Permits:** The contractor shall, without any additional expense to the government provide all of the necessary/required licenses or permits for the completion of this contract. The contractor shall comply with all Federal, state, county and municipal laws, codes, and/or regulations in connection with the performance of specified work.
- 7. **Safety:** All work shall be performed in accordance with safety requirements set forth in the Corps of Engineers Safety Manual, EM 385-1-1, entitled Safety and Health Requirements Manual, 30 November 2014. Copies are available at the request of the contractor. The Army Corps of Engineers, Sacramento District Safety office will approve all Safety Plans.
- 8. The contractor is liable for all damage to property, equipment, and landscape features in performance of this work. Any such damage shall be immediately reported to the Contracting Officers Representative and repaired at the contractor's expense.

## PART C – GOVERNMENT RESPONSIBILITIES:

## 1. FACILITIES AND EQUIPMENT:

A. Storage - Government storage space shall be provided under this contract. Law enforcement officers be provided an area for parking their vehicle during lake patrols.

#### 3. PAYMENT:

Invoices and Payment: All invoices shall be sent monthly, in arrears, to the Corps of Engineers through the COR, Englebright Lake. Number of hour's involved, total charges, item number charged and invoice period shall be included. The invoice shall be sent NO LATER THAN 14 DAYS after the end of the billing period.

a. Invoice: Invoices for payment shall be submitted upon completion of tasks as outlined in the Payment Schedule of this contract. Invoices shall be submitted to:

Original invoice only WITHOUT additional information or supporting documentation:

USAED, FINANCE CENTER
ATTN: CEFC-FP
5270 Integrity Drive
Millington, TN 38054-5005
CEFC-Payments@usace.army.mil

Additionally, one copy of the invoice WITH all required information including any necessary supporting documentiation to each respective installation project site:

Englebright Lake ATTN: COR once awarded 12896 Englebright Dam Road Smartsville, CA 95977

Note: All invoices must reflect the Contract number, Task Order, or BPA Call number and the final invoice must be marked "FINAL".

b. <u>Contract Payments:</u> The Government shall pay the Contractor upon submission of proper invoices for services delivered and accepted, for the portion of the work actually performed under the contract.

**Location Attachments: Maps of Service Area** 

