

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W62N6M00140069		PAGE 1 OF 68			
2. CONTRACT NO. W9123820P0022		3. AWARD/EFFECTIVE DATE 19-May-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922 TEL: FAX:			CODE W91238	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 checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO ENLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENLEBRIGHT DAM RD SMARTVILLE CA 95977		CODE L2M0432		16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/OFFEROR COUNTY OF NEVADA 950 MAIDU AVE NEVADA CITY CA 95959-8600 TELEPHONE NO. 530-265-1471		CODE 1P6F2		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER CIVIL FUNDED CONTRACTS 5722 INTEGRITY DRIVE ATTN: CEFC-FP 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) \$18,442.20			
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input 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. REF: 3/12/20 County Of Nevada Email					<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: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Dawn M. Daniels</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DAWN DANIELS / Added by UPASS TEL: EMAIL: Dawn.Daniels@usace.army.mil			31c. DATE SIGNED 19-May-2020	

**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

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Englebright – Law Enforcement Services

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Englebright LE Services FFP Base Year (POP 29 May 20-30 Apr 21) - Englebright Lake Law Enforcement Services located in Smartsville, CA. The Contractor shall provide all materials, tools, labor, transportation, supervision, services and supplies necessary to perform the work that is in accordance with the Performance Work Statement.				\$0.00
				NET AMT	\$0.00
0001AA	Hourly Wage Rates/Ranges FFP FOB: Destination PURCHASE REQUEST NUMBER: W62N6M00140069	180	Each	\$77.78	\$14,000.40
				NET AMT	\$14,000.40
	ACRN AA CIN: W62N6M001400690001AA				\$14,000.40

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1,440	Each	\$0.72	\$1,036.80
	Mileage/Operational Costs				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W62N6M00140069				

NET AMT	\$1,036.80
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ACRN AA	\$1,036.80
CIN: W62N6M001400690001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		10	Each	\$156.50	\$1,565.00
	CLETS				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W62N6M00140069				

NET AMT	\$1,565.00
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ACRN AA	\$1,565.00
CIN: W62N6M001400690001AC	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		10	Each	\$184.00	\$1,840.00
	CLETS Dispatch Service				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W62N6M00140069				

NET AMT	\$1,840.00
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ACRN AA	\$1,840.00
CIN: W62N6M001400690001AD	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Option Year 1 - Englebright LE Services FFP Option Year 1 (POP 01 May 21-30 Apr 22) - Englebright Lake Law Enforcement Services located in Smartsville, CA. The Contractor shall provide all materials, tools, labor, transportation, supervision, services and supplies necessary to perform the work that is in accordance with the Performance Work Statement.				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Hourly Wage Rates/Ranges FFP FOB: Destination	180	Each	\$81.669	\$14,700.42
NET AMT					\$14,700.42

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Mileage/Operational Costs FFP FOB: Destination	1,440	Each	\$0.756	\$1,088.64
NET AMT					\$1,088.64

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	CLETS FFP FOB: Destination	10	Each	\$156.50	\$1,565.00

NET AMT \$1,565.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	CLETS Dispatch Service FFP FOB: Destination	10	Each	\$184.00	\$1,840.00

NET AMT \$1,840.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Option Year 2 - Englebright LE Services FFP Option Year 2 (POP 01 May 22-30 Apr 23) - Englebright Lake Law Enforcement Services located in Smartsville, CA. The Contractor shall provide all materials, tools, labor, transportation, supervision, services and supplies necessary to perform the work that is in accordance with the Performance Work Statement.				\$0.00

NET AMT \$0.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		180	Each	\$85.75245	\$15,435.44
OPTION	Hourly Wage Rates/Ranges FFP FOB: Destination				

NET AMT	\$15,435.44
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		1,440	Each	\$0.7938	\$1,143.07
OPTION	Mileage/Operational Costs FFP FOB: Destination				

NET AMT	\$1,143.07
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		10	Each	\$156.50	\$1,565.00
OPTION	CLETS FFP FOB: Destination				

NET AMT	\$1,565.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		10	Each	\$193.20	\$1,932.00
OPTION	CLETS Dispatch Service FFP FOB: Destination				
					<hr/>
					NET AMT
					\$1,932.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					\$0.00
	Option Year 3 - Englebright LE Services FFP Option Year 3 (POP 01 May 23-30 Apr 24) - Englebright Lake Law Enforcement Services located in Smartsville, CA. The Contractor shall provide all materials, tools, labor, transportation, supervision, services and supplies necessary to perform the work that is in accordance with the Performance Work Statement.				
					<hr/>
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA		180	Each	\$90.04005	\$16,207.21
OPTION	Hourly Wage Rates/Ranges FFP FOB: Destination				
					<hr/>
					NET AMT
					\$16,207.21

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB		1,440	Each	\$0.83349	\$1,200.23
OPTION	Mileage/Operational Costs FFP FOB: Destination				

NET AMT	\$1,200.23
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC		10	Each	\$156.50	\$1,565.00
OPTION	CLETS FFP FOB: Destination				

NET AMT	\$1,565.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD		10	Each	\$202.86	\$2,028.60
OPTION	CLETS Dispatch Service FFP FOB: Destination				

NET AMT	\$2,028.60
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Option Year 4 - Englebright LE Services FFP Option Year 4 (POP 01 May 24-30 Apr 25) - Englebright Lake Law Enforcement Services located in Smartsville, CA. The Contractor shall provide all materials, tools, labor, transportation, supervision, services and supplies necessary to perform the work that is in accordance with the Performance Work Statement.				\$0.00
					<hr/>
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Hourly Wage Rates/Ranges FFP FOB: Destination	180	Each	\$94.54206	\$17,017.57
					<hr/>
NET AMT					\$17,017.57

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Mileage/Operational Costs FFP FOB: Destination	1,440	Each	\$0.87517	\$1,260.24
					<hr/>
NET AMT					\$1,260.24

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC		10	Each	\$156.50	\$1,565.00
OPTION	CLETS FFP FOB: Destination				
					<hr/>
NET AMT					\$1,565.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD		10	Each	\$213.00	\$2,130.00
OPTION	CLETS Dispatch Service FFP FOB: Destination				
					<hr/>
NET AMT					\$2,130.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	N/A
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
2001	N/A	N/A	N/A	N/A
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government
2001AD	Destination	Government	Destination	Government

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3001	N/A	N/A	N/A	N/A
3001AA	Destination	Government	Destination	Government
3001AB	Destination	Government	Destination	Government
3001AC	Destination	Government	Destination	Government
3001AD	Destination	Government	Destination	Government
4001	N/A	N/A	N/A	N/A
4001AA	Destination	Government	Destination	Government
4001AB	Destination	Government	Destination	Government
4001AC	Destination	Government	Destination	Government
4001AD	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 29-MAY-2020 TO 30-APR-2021	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RD SMARTVILLE CA 95977 FOB: Destination	L2M0432
0001AB	POP 29-MAY-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
0001AC	POP 29-MAY-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
0001AD	POP 29-MAY-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
1001	N/A	N/A	N/A	N/A
1001AA	POP 01-MAY-2021 TO 30-APR-2022	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RD SMARTVILLE CA 95977 FOB: Destination	L2M0432
1001AB	POP 01-MAY-2021 TO 30-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
1001AC	POP 01-MAY-2021 TO 30-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
1001AD	POP 01-MAY-2021 TO 20-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432

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2001	N/A	N/A	N/A	N/A
2001AA	POP 01-MAY-2022 TO 30-APR-2023	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RD SMARTVILLE CA 95977 FOB: Destination	L2M0432
2001AB	POP 01-MAY-2022 TO 30-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
2001AC	POP 01-MAY-2022 TO 30-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
2001AD	POP 01-MAY-2022 TO 30-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
3001	N/A	N/A	N/A	N/A
3001AA	POP 01-MAY-2023 TO 30-APR-2024	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RD SMARTVILLE CA 95977 FOB: Destination	L2M0432
3001AB	POP 01-MAY-2023 TO 30-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
3001AC	POP 01-MAY-2023 TO 30-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
3001AD	POP 01-MAY-2023 TO 20-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
4001	N/A	N/A	N/A	N/A
4001AA	POP 01-MAY-2024 TO 30-APR-2025	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RD SMARTVILLE CA 95977 FOB: Destination	L2M0432
4001AB	POP 01-MAY-2024 TO 30-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
4001AC	POP 01-MAY-2024 TO 30-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
4001AD	POP 01-MAY-2024 TO 30-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432

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ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2020 3123 000 0000 CCS: 600 L2 2020 08 2451 015810 96042 2510 2140D1 NA 2GK767
 AMOUNT: \$18,442.20

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	W62N6M001400690001AA	\$14,000.40
	0001AB	W62N6M001400690001AB	\$1,036.80
	0001AC	W62N6M001400690001AC	\$1,565.00
	0001AD	W62N6M001400690001AD	\$1,840.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	DEC 2017
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
252.247-7023	Transportation of Supplies by Sea	FEB 2019

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CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

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(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712-5 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

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(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2020)

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (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 items: (Contracting Officer check as appropriate.)

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X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2018) (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).

X ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

X ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

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

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

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- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2019) (15 U.S.C. 657f).
- X** ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).
- X** ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- x** ___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- X** ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** ___ (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- ___ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- ___ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** ___ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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____ (35)(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.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____ (38) (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.

____ (39)(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.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(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.

X ____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

____ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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X ____ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X ____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

____ (iii) Alternate II (Feb 2006) 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 items: (Contracting Officer check as appropriate.)

X ____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X ____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X ____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X ____ (4) 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).

____ (5) 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).

____ (6) 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).

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____ (7) 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).

X ____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X ____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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, 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, 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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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- (viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xii) 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.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiv) X _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).
- (xv) 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.)
- (xvi) 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)
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days before the contract expires.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days before the contract expires;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days before the contract expires.** The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years or 60 months.**

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far> (FAR & DFARS)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Section C: Performance Work Statement (PWS)
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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):

<https://www.acquisition.gov/far> (FAR & DFARS)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

PAYMENTS & INVOICES

PAYMENTS AND INVOICES

a. Invoices for payment shall be submitted upon completion of tasks as outlines in the pricing schedule. Invoices shall include all necessary information, including any necessary supporting documentation. **Invoices maybe emailed (preferred), mailed or faxed to the following:**

Original invoice **WITHOUT** additional information or supporting documentation:

USAED, Finance Center
Attn: CEFC-FP
5722 Integrity Dr.
Millington, TN 38054-5005
Fax: 901-874-8731
Email: CEFC-Payments@usace.army.mil

One copy each of Invoice **WITH** all required information including any necessary supporting documentation:

The Technical POC/Program Manager/COR must receive a copy of the invoice:

U.S. Army Corps of Engineers, Englebright Lake
CESPK-CO-SD
Attn: Doug Grothe, Park Manager
PO Box 6
12896 Englebright Dam Road
Smartsville, CA 95977-0006
Ph: 530-432-6427
Email: Doug.Grothe@usace.army.mil

The Contracting POCs:

U.S. Army Corps of Engineers, Sacramento District, Contracting Division
CESPK-CT-B
Attn: Contracting Officer (TBD: To-Be-Determined)
1325 J Street
Sacramento CA 95814
Ph: (TBD: To-Be-Determined)
Email: (TBD: To-Be-Determined)

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U.S. Army Corps of Engineers, Sacramento District, Contracting Division
CESPK-CT-B
Attn: Contract Specialist (TBD: To-Be-Determined)
1325 J St.
Sacramento, CA 95814-2922
Ph: (TBD: To-Be-Determined)
Fax: 916-557-7854
Email: (TBD: To-Be-Determined)

****NOTE: All invoices must reflect Contract No. W9123820P0022 and the final invoice must be marked "FINAL". See Block 2 of the Standard Form 1449.**

Contract Payments: The Government will pay the Contractor upon submission of proper invoices for the services delivered and accepted for the portion of the work actually performed under the contract. Payment will be made as indicated in the contract's Payment Schedule. Deliverables as defined in the Payment Schedule of the contract must be accepted by the Government before payment will be made.

***Delayed Payments:** Defects and deficiencies in Contractor performance and re-performance shall be determined and addressed by the COR. The government reserves the right to deduct portions of payment for deficiencies in contract service.

SCA WAGE DETERMINATIONS

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5677 Revision No.: 12 Date Of Last Revision: 12/23/2019
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Modoc Nevada Plumas Sierra Siskiyou Trinity

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

Section C: Performance Work Statement (PWS)
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OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		25.83
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		15.02
01042 - Customer Service Representative II		16.88
01043 - Customer Service Representative III		18.42
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher Motor Vehicle		18.84
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		13.50
01112 - General Clerk II		14.73
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		12.25
01191 - Order Clerk I		17.02
01192 - Order Clerk II		18.56
01261 - Personnel Assistant (Employment) I		17.58
01262 - Personnel Assistant (Employment) II		19.67
01263 - Personnel Assistant (Employment) III		21.92
01270 - Production Control Clerk		23.66
01290 - Rental Clerk		16.57
01300 - Scheduler Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39
01320 - Service Order Dispatcher		17.35
01410 - Supply Technician		25.83
01420 - Survey Worker		20.67
01460 - Switchboard Operator/Receptionist		14.80
01531 - Travel Clerk I		13.87
01532 - Travel Clerk II		14.94
01533 - Travel Clerk III		16.05
01611 - Word Processor I		14.68
01612 - Word Processor II		16.48
01613 - Word Processor III		18.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		24.98
05010 - Automotive Electrician		23.09
05040 - Automotive Glass Installer		21.73
05070 - Automotive Worker		21.73
05110 - Mobile Equipment Servicer		19.01
05130 - Motor Equipment Metal Mechanic		24.49
05160 - Motor Equipment Metal Worker		21.73
05190 - Motor Vehicle Mechanic		24.49
05220 - Motor Vehicle Mechanic Helper		17.59
05250 - Motor Vehicle Upholstery Worker		20.36
05280 - Motor Vehicle Wrecker		21.73
05310 - Painter Automotive		23.09
05340 - Radiator Repair Specialist		21.73
05370 - Tire Repairer		14.98
05400 - Transmission Repair Specialist		24.49
07000 - Food Preparation And Service Occupations		
07010 - Baker		16.27
07041 - Cook I		18.66
07042 - Cook II		21.33
07070 - Dishwasher		11.69

Section C: Performance Work Statement (PWS)
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07130 - Food Service Worker	12.64
07210 - Meat Cutter	19.16
07260 - Waiter/Waitress	12.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.78
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer Minor	22.17
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.44
11060 - Elevator Operator	14.65
11090 - Gardener	19.05
11122 - Housekeeping Aide	15.18
11150 - Janitor	15.18
11210 - Laborer Grounds Maintenance	14.91
11240 - Maid or Houseman	12.05
11260 - Pruner	13.57
11270 - Tractor Operator	17.63
11330 - Trail Maintenance Worker	14.91
11360 - Window Cleaner	16.67
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	22.49
12012 - Certified Occupational Therapist Assistant	31.09
12015 - Certified Physical Therapist Assistant	29.98
12020 - Dental Assistant	18.91
12025 - Dental Hygienist	51.50
12030 - EKG Technician	34.07
12035 - Electroneurodiagnostic Technologist	34.07
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	17.11
12130 - Medical Laboratory Technician	27.26
12160 - Medical Record Clerk	20.06
12190 - Medical Record Technician	22.44
12195 - Medical Transcriptionist	20.90
12210 - Nuclear Medicine Technologist	50.57
12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	18.05
12236 - Optical Technician	20.10
12250 - Pharmacy Technician	19.25
12280 - Phlebotomist	25.53
12305 - Radiologic Technologist	43.82
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	29.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71

Section C: Performance Work Statement (PWS)
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13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	17.11
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	18.77
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.20
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.61
14160 - Personal Computer Support Technician	23.02
14170 - System Support Specialist	26.96
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.36
15020 - Aircrew Training Devices Instructor (Rated)	42.77
15030 - Air Crew Training Devices Instructor (Pilot)	51.27
15050 - Computer Based Training Specialist / Instructor	35.36
15060 - Educational Technologist	40.76
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	26.55
15085 - Maintenance Test Pilot Fixed Jet/Prop	50.69
15086 - Maintenance Test Pilot Rotary Wing	50.69
15088 - Non-Maintenance Test/Co-Pilot	50.69
15090 - Technical Instructor	21.72
15095 - Technical Instructor/Course Developer	26.58
15110 - Test Proctor	17.84
15120 - Tutor	17.84
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.40
16030 - Counter Attendant	13.40
16040 - Dry Cleaner	15.32
16070 - Finisher Flatwork Machine	13.40
16090 - Presser Hand	13.40
16110 - Presser Machine Drycleaning	13.40
16130 - Presser Machine Shirts	13.40
16160 - Presser Machine Wearing Apparel Laundry	13.40
16190 - Sewing Machine Operator	15.97
16220 - Tailor	16.86
16250 - Washer Machine	14.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.91
19040 - Tool And Die Maker	32.05

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21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.84
21030 - Material Coordinator	23.66
21040 - Material Expediter	23.66
21050 - Material Handling Laborer	16.18
21071 - Order Filler	15.43
21080 - Production Line Worker (Food Processing)	19.84
21110 - Shipping Packer	19.37
21130 - Shipping/Receiving Clerk	19.37
21140 - Store Worker I	13.95
21150 - Stock Clerk	18.62
21210 - Tools And Parts Attendant	19.84
21410 - Warehouse Specialist	19.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.98
23019 - Aircraft Logs and Records Technician	24.37
23021 - Aircraft Mechanic I	29.30
23022 - Aircraft Mechanic II	30.98
23023 - Aircraft Mechanic III	32.67
23040 - Aircraft Mechanic Helper	21.05
23050 - Aircraft Painter	27.63
23060 - Aircraft Servicer	24.37
23070 - Aircraft Survival Flight Equipment Technician	27.63
23080 - Aircraft Worker	26.00
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.00
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.30
23110 - Appliance Mechanic	27.63
23120 - Bicycle Repairer	20.70
23125 - Cable Splicer	45.76
23130 - Carpenter Maintenance	28.38
23140 - Carpet Layer	26.00
23160 - Electrician Maintenance	28.81
23181 - Electronics Technician Maintenance I	28.60
23182 - Electronics Technician Maintenance II	30.39
23183 - Electronics Technician Maintenance III	34.83
23260 - Fabric Worker	24.37
23290 - Fire Alarm System Mechanic	29.30
23310 - Fire Extinguisher Repairer	22.75
23311 - Fuel Distribution System Mechanic	29.30
23312 - Fuel Distribution System Operator	22.75
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	29.30
23381 - Ground Support Equipment Servicer	24.37
23382 - Ground Support Equipment Worker	26.00
23391 - Gunsmith I	22.75
23392 - Gunsmith II	26.00
23393 - Gunsmith III	29.30
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.05
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.42
23430 - Heavy Equipment Mechanic	26.54
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	29.30
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	16.18
23510 - Locksmith	26.94
23530 - Machinery Maintenance Mechanic	27.04
23550 - Machinist Maintenance	23.10
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	29.30

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23592 - Metrology Technician II	30.98
23593 - Metrology Technician III	32.67
23640 - Millwright	31.69
23710 - Office Appliance Repairer	27.24
23760 - Painter Maintenance	23.47
23790 - Pipefitter Maintenance	29.64
23810 - Plumber Maintenance	27.96
23820 - Pneudraulic Systems Mechanic	29.30
23850 - Rigger	29.30
23870 - Scale Mechanic	26.00
23890 - Sheet-Metal Worker Maintenance	28.69
23910 - Small Engine Mechanic	26.00
23931 - Telecommunications Mechanic I	32.03
23932 - Telecommunications Mechanic II	33.86
23950 - Telephone Lineman	33.44
23960 - Welder Combination Maintenance	23.99
23965 - Well Driller	29.30
23970 - Woodcraft Worker	29.30
23980 - Woodworker	22.75
24000 - Personal Needs Occupations	
24550 - Case Manager	20.39
24570 - Child Care Attendant	13.46
24580 - Child Care Center Clerk	16.78
24610 - Chore Aide	11.86
24620 - Family Readiness And Support Services Coordinator	20.39
24630 - Homemaker	20.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.10
25040 - Sewage Plant Operator	30.68
25070 - Stationary Engineer	33.10
25190 - Ventilation Equipment Tender	23.52
25210 - Water Treatment Plant Operator	30.68
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.80
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	36.43
27010 - Court Security Officer	30.56
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	36.43
27070 - Firefighter	24.10
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	39.18
27132 - Police Officer II	43.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.21
28042 - Carnival Equipment Repairer	16.43
28043 - Carnival Worker	11.71
28210 - Gate Attendant/Gate Tender	17.48
28310 - Lifeguard	14.26
28350 - Park Attendant (Aide)	19.56
28510 - Recreation Aide/Health Facility Attendant	14.28
28515 - Recreation Specialist	24.23
28630 - Sports Official	15.58
28690 - Swimming Pool Operator	18.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	

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30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	20.36
30022 - Archeological Technician II	22.78
30023 - Archeological Technician III	28.22
30030 - Cartographic Technician	28.22
30040 - Civil Engineering Technician	28.22
30051 - Cryogenic Technician I	30.17
30052 - Cryogenic Technician II	33.32
30061 - Drafter/CAD Operator I	20.36
30062 - Drafter/CAD Operator II	22.78
30063 - Drafter/CAD Operator III	25.39
30064 - Drafter/CAD Operator IV	31.26
30081 - Engineering Technician I	18.14
30082 - Engineering Technician II	20.36
30083 - Engineering Technician III	22.78
30084 - Engineering Technician IV	28.22
30085 - Engineering Technician V	34.52
30086 - Engineering Technician VI	41.76
30090 - Environmental Technician	27.68
30095 - Evidence Control Specialist	27.25
30210 - Laboratory Technician	24.97
30221 - Latent Fingerprint Technician I	30.17
30222 - Latent Fingerprint Technician II	33.32
30240 - Mathematical Technician	28.22
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	33.32
30390 - Photo-Optics Technician	28.22
30395 - Radiation Control Technician	33.32
30461 - Technical Writer I	27.97
30462 - Technical Writer II	34.21
30463 - Technical Writer III	41.39
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	31.26
30502 - Weather Forecaster II	38.01
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	25.39
30621 - Weather Observer Senior (see 2)	28.22
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	15.25
31030 - Bus Driver	22.08
31043 - Driver Courier	17.41
31260 - Parking and Lot Attendant	12.41
31290 - Shuttle Bus Driver	18.79
31310 - Taxi Driver	12.43
31361 - Truckdriver Light	18.79
31362 - Truckdriver Medium	20.37
31363 - Truckdriver Heavy	21.72
31364 - Truckdriver Tractor-Trailer	21.72
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	11.97
99050 - Desk Clerk	13.39
99095 - Embalmer	25.00

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99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	14.37
99252 - Laboratory Animal Caretaker II	15.53
99260 - Marketing Analyst	24.83
99310 - Mortician	25.00
99410 - Pest Controller	18.09
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	23.25
99711 - Recycling Specialist	27.49
99730 - Refuse Collector	21.17
99810 - Sales Clerk	13.01
99820 - School Crossing Guard	15.54
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	18.52
99841 - Vending Machine Repairer	22.11
99842 - Vending Machine Repairer Helper	18.52

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the

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performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time 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

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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)

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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

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OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		28.32
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		13.96
01042 - Customer Service Representative II		15.71
01043 - Customer Service Representative III		17.14
01051 - Data Entry Operator I		16.25
01052 - Data Entry Operator II		17.73
01060 - Dispatcher Motor Vehicle		22.34
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		14.20
01112 - General Clerk II		15.49
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		12.25
01191 - Order Clerk I		16.60
01192 - Order Clerk II		18.11
01261 - Personnel Assistant (Employment) I		17.40
01262 - Personnel Assistant (Employment) II		19.46
01263 - Personnel Assistant (Employment) III		21.69
01270 - Production Control Clerk		23.99
01290 - Rental Clerk		16.57
01300 - Scheduler Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39
01320 - Service Order Dispatcher		19.96
01410 - Supply Technician		28.32
01420 - Survey Worker		19.42
01460 - Switchboard Operator/Receptionist		15.18
01531 - Travel Clerk I		13.87
01532 - Travel Clerk II		14.94
01533 - Travel Clerk III		16.05
01611 - Word Processor I		14.68
01612 - Word Processor II		16.48
01613 - Word Processor III		18.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		23.71
05010 - Automotive Electrician		21.36
05040 - Automotive Glass Installer		20.24
05070 - Automotive Worker		20.24
05110 - Mobile Equipment Servicer		17.99
05130 - Motor Equipment Metal Mechanic		22.49
05160 - Motor Equipment Metal Worker		20.24
05190 - Motor Vehicle Mechanic		21.09
05220 - Motor Vehicle Mechanic Helper		16.87
05250 - Motor Vehicle Upholstery Worker		19.11
05280 - Motor Vehicle Wrecker		20.24
05310 - Painter Automotive		21.36
05340 - Radiator Repair Specialist		20.24
05370 - Tire Repairer		15.56
05400 - Transmission Repair Specialist		22.49
07000 - Food Preparation And Service Occupations		
07010 - Baker		19.42
07041 - Cook I		16.84
07042 - Cook II		19.37
07070 - Dishwasher		11.45

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07130 - Food Service Worker	11.80
07210 - Meat Cutter	18.28
07260 - Waiter/Waitress	11.56
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.47
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer Minor	21.92
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.22
11060 - Elevator Operator	15.92
11090 - Gardener	19.90
11122 - Housekeeping Aide	15.92
11150 - Janitor	15.92
11210 - Laborer Grounds Maintenance	15.38
11240 - Maid or Houseman	12.45
11260 - Pruner	14.23
11270 - Tractor Operator	18.41
11330 - Trail Maintenance Worker	15.38
11360 - Window Cleaner	17.60
12000 - Health Occupations	
12010 - Ambulance Driver	22.06
12011 - Breath Alcohol Technician	24.27
12012 - Certified Occupational Therapist Assistant	33.33
12015 - Certified Physical Therapist Assistant	33.33
12020 - Dental Assistant	19.21
12025 - Dental Hygienist	45.12
12030 - EKG Technician	36.81
12035 - Electroneurodiagnostic Technologist	36.81
12040 - Emergency Medical Technician	22.06
12071 - Licensed Practical Nurse I	22.37
12072 - Licensed Practical Nurse II	25.03
12073 - Licensed Practical Nurse III	27.91
12100 - Medical Assistant	17.17
12130 - Medical Laboratory Technician	21.71
12160 - Medical Record Clerk	20.69
12190 - Medical Record Technician	23.13
12195 - Medical Transcriptionist	21.71
12210 - Nuclear Medicine Technologist	53.36
12221 - Nursing Assistant I	12.91
12222 - Nursing Assistant II	14.53
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	24.04
12236 - Optical Technician	21.71
12250 - Pharmacy Technician	19.45
12280 - Phlebotomist	19.57
12305 - Radiologic Technologist	36.81
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	30.09
12320 - Substance Abuse Treatment Counselor	18.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71

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13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	20.94
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.18
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.61
14160 - Personal Computer Support Technician	23.02
14170 - System Support Specialist	25.49
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.36
15020 - Aircrew Training Devices Instructor (Rated)	42.77
15030 - Air Crew Training Devices Instructor (Pilot)	51.27
15050 - Computer Based Training Specialist / Instructor	35.36
15060 - Educational Technologist	40.46
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	32.04
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.62
15086 - Maintenance Test Pilot Rotary Wing	43.62
15088 - Non-Maintenance Test/Co-Pilot	43.62
15090 - Technical Instructor	26.14
15095 - Technical Instructor/Course Developer	32.04
15110 - Test Proctor	21.58
15120 - Tutor	21.58
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.40
16030 - Counter Attendant	13.40
16040 - Dry Cleaner	15.32
16070 - Finisher Flatwork Machine	13.40
16090 - Presser Hand	13.40
16110 - Presser Machine Drycleaning	13.40
16130 - Presser Machine Shirts	13.40
16160 - Presser Machine Wearing Apparel Laundry	13.40
16190 - Sewing Machine Operator	15.97
16220 - Tailor	16.91
16250 - Washer Machine	14.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.68
19040 - Tool And Die Maker	33.21

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21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.22
21030 - Material Coordinator	23.99
21040 - Material Expediter	23.99
21050 - Material Handling Laborer	15.20
21071 - Order Filler	15.43
21080 - Production Line Worker (Food Processing)	19.22
21110 - Shipping Packer	16.49
21130 - Shipping/Receiving Clerk	16.49
21140 - Store Worker I	13.91
21150 - Stock Clerk	18.96
21210 - Tools And Parts Attendant	19.22
21410 - Warehouse Specialist	19.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.75
23019 - Aircraft Logs and Records Technician	24.81
23021 - Aircraft Mechanic I	30.03
23022 - Aircraft Mechanic II	31.75
23023 - Aircraft Mechanic III	33.51
23040 - Aircraft Mechanic Helper	21.36
23050 - Aircraft Painter	28.29
23060 - Aircraft Servicer	24.81
23070 - Aircraft Survival Flight Equipment Technician	28.29
23080 - Aircraft Worker	26.55
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.55
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.03
23110 - Appliance Mechanic	26.68
23120 - Bicycle Repairer	21.76
23125 - Cable Splicer	34.38
23130 - Carpenter Maintenance	26.35
23140 - Carpet Layer	25.05
23160 - Electrician Maintenance	29.98
23181 - Electronics Technician Maintenance I	26.55
23182 - Electronics Technician Maintenance II	28.29
23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	23.40
23290 - Fire Alarm System Mechanic	28.31
23310 - Fire Extinguisher Repairer	21.78
23311 - Fuel Distribution System Mechanic	28.31
23312 - Fuel Distribution System Operator	21.76
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	30.03
23381 - Ground Support Equipment Servicer	24.81
23382 - Ground Support Equipment Worker	26.55
23391 - Gunsmith I	21.78
23392 - Gunsmith II	25.05
23393 - Gunsmith III	28.33
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.83
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.19
23430 - Heavy Equipment Mechanic	29.69
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	30.03
23465 - Laboratory/Shelter Mechanic	26.69
23470 - Laborer	15.13
23510 - Locksmith	26.68
23530 - Machinery Maintenance Mechanic	27.24
23550 - Machinist Maintenance	21.00
23580 - Maintenance Trades Helper	20.14
23591 - Metrology Technician I	30.03

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23592 - Metrology Technician II	31.75
23593 - Metrology Technician III	33.51
23640 - Millwright	30.03
23710 - Office Appliance Repairer	26.09
23760 - Painter Maintenance	21.23
23790 - Pipefitter Maintenance	33.98
23810 - Plumber Maintenance	32.01
23820 - Pneudraulic Systems Mechanic	28.31
23850 - Rigger	28.33
23870 - Scale Mechanic	25.05
23890 - Sheet-Metal Worker Maintenance	31.56
23910 - Small Engine Mechanic	25.04
23931 - Telecommunications Mechanic I	33.04
23932 - Telecommunications Mechanic II	34.93
23950 - Telephone Lineman	32.83
23960 - Welder Combination Maintenance	22.92
23965 - Well Driller	28.33
23970 - Woodcraft Worker	28.33
23980 - Woodworker	21.76
24000 - Personal Needs Occupations	
24550 - Case Manager	24.41
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.58
24620 - Family Readiness And Support Services Coordinator	24.41
24630 - Homemaker	24.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	31.19
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.36
25210 - Water Treatment Plant Operator	31.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.46
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	27.37
27010 - Court Security Officer	27.60
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	27.37
27070 - Firefighter	24.10
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	36.17
27132 - Police Officer II	40.20
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.34
28042 - Carnival Equipment Repairer	16.58
28043 - Carnival Worker	11.59
28210 - Gate Attendant/Gate Tender	17.17
28310 - Lifeguard	15.30
28350 - Park Attendant (Aide)	19.22
28510 - Recreation Aide/Health Facility Attendant	14.01
28515 - Recreation Specialist	23.79
28630 - Sports Official	15.30
28690 - Swimming Pool Operator	19.07
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	

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30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	33.72
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	19.51
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	28.16
30361 - Paralegal/Legal Assistant I	19.29
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	28.16
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	24.40
30462 - Technical Writer II	29.85
30463 - Technical Writer III	36.10
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	31.19
30502 - Weather Forecaster II	37.94
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	25.34
30621 - Weather Observer Senior (see 2)	27.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	14.32
31030 - Bus Driver	19.92
31043 - Driver Courier	15.99
31260 - Parking and Lot Attendant	12.96
31290 - Shuttle Bus Driver	17.28
31310 - Taxi Driver	16.94
31361 - Truckdriver Light	17.28
31362 - Truckdriver Medium	19.45
31363 - Truckdriver Heavy	21.32
31364 - Truckdriver Tractor-Trailer	21.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	11.97
99050 - Desk Clerk	12.20
99095 - Embalmer	25.00

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99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.14
99252 - Laboratory Animal Caretaker II	14.20
99260 - Marketing Analyst	28.43
99310 - Mortician	25.00
99410 - Pest Controller	21.67
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	21.81
99711 - Recycling Specialist	26.05
99730 - Refuse Collector	19.70
99810 - Sales Clerk	12.32
99820 - School Crossing Guard	14.87
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	20.37
99841 - Vending Machine Repairer	24.32
99842 - Vending Machine Repairer Helper	20.37

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the

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performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential

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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"

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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

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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))."

REVISED PWS

PERFORMANCE WORK STATEMENT
Englebright – Law Enforcement
Services

Dated: 1 May 2020

A. General Information:

1. The locations for law enforcement services shall be as follows: Narrows Recreation Area, Joe Miller Recreation Area, and Shoreline Recreation Areas (lake access only).

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2. Authorities/Technical Direction: The Contractor shall take no direction from any Government employee or any other person other than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost, price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the Contractor before the Contractor will act upon those changes. The Contractor will comply with the Changes clause of this contract when the contractor believes direction has been given from persons other than the Government Contracting Officer that equate to a change by notifying the Contractor Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters. If a COR is appointed under this contract, they will be appointed by written letter from the Contracting Officer to the Contractor and COR specific to this contract only. COR appointment letters from previous contracts at this installation are not valid for this contract.

3. Estimated Quantity Line Items: All Section B, Line Items with quantities shall be estimated-quantity Line Items. The quantities are estimated amounts and are not guaranteed amounts. The contractor will only be paid for work actually performed. At no time will the contractor exceed the estimated quantity on any estimated quantity Line Item. The contractor will establish a tracking system of actual quantities against the contract's estimated quantities for each estimated quantity Line Item and will maintain the tracking system up to date throughout the life of the contract. When the actual quantity of any Line Item reaches 75% of the estimated quantity on any estimated quantity Line Item, the contractor will notify the Government's Contract Specialist and the Technical POC in writing by fax or e-mail within two calendar days. Once the Government is notified that the actual quantity has reached 75% of the estimated quantity on any Line Item and if the Government determines that the estimated quantity needs to be increased, the contractor will receive an official modification to the contract action signed by the Contracting Officer increasing the quantity and the amount obligated on the contract BEFORE the contractor will proceed to work over the existing estimated quantity. The modification will set the new estimated quantity that the contractor may not exceed without another modification.

4. Period of Performance: Base Period: 1 May 2020 - 30 April ~~September~~ 2021.

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This contract shall have four (4) Option Periods, which at the beginning of each Option Year, price negotiations shall take place to determine a fair and reasonable price for that Option Year. The Option Years are as follows:

- Option Period 1: 1 May 2021 - 30 April ~~September~~ 2022
- Option Period 2: 1 May 2022 - 30 April ~~September~~ 2023
- Option Period 3: 1 May 2023 - 30 April ~~September~~ 2024
- Option Period 4: 1 May 2024 - 30 April ~~September~~ 2025

The contract shall be a total of five (5) years: 01 May 2020 to 30 April 2025.

5. **Point of Contact:** Technical: Mr. Doug Grothe, Park Manager, Englebright Lake, 530-432-6427. Contracting: USACE Contracting Officer, LTC. Daniels 916-557-7090 and USACE Purchasing Agent, 916-557-6882.

6. **Invoices and Payments:** All invoices shall be sent monthly, in arrears, to the Corps of Engineers through the Park Manager, 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. Invoices: 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
5722 Integrity Drive
Millington, TN 38054-5005
Fax: 901-874-8731
Email: CEFC-Payments@usace.army.mil

One copy each of invoice WITH all required information including any necessary supporting documentation:

U.S. Army Corps of Engineers
ATTN: (Contract Number), Contracting Office Service & Supply Branch
1325 J Street
Sacramento, CA 95814-2922

Englebright Lake
ATTN: Doug Grothe, Park Manger
P.O. Box 6
Smartsville, CA 95977-0006
Email: Doug.Plitt@usace.army.mil

b. Contract Payments: 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.

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Englebright – Law Enforcement Services

B. Work to be Performed:

1. Existing Law Enforcement Patrols:

a. Land Patrols: Periodic vehicle patrols are performed by Nevada County Deputies through the Narrows Recreation Area and Joe Miller Recreation Areas. These patrols are irregular and are typically conducted only during a call-out response.

b. Lake Patrols: Enforcement of State and local boating laws are performed by both Nevada County and Yuba County Sheriff boat patrols. 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. Response to Emergencies: There is on-call service provided by both Nevada County and Yuba County Sheriff Offices 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. Duties: 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. Staffing and Reporting: Normal patrols shall consist of one Sheriff Deputy with vehicle. The Government shall provide a patrol vessel and operator during patrols of the lake. Occurrences of crime, accidents and other incidents shall be reported to any on duty Park Ranger or to the Park Manager as soon as practical by radio, telephone (530) 432-6427.

c. Schedule: 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 1900 to 2400 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. CLETS Dispatch Service: CLETS requests will be limited only 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 situation. 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.

e. CLETS Training and Maintenance CLETS: ~~Provide CLETS support for the Park Ranger to enforce State and local laws as necessary.~~ 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.

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C – CONTRACTORS RESPONSIBILITIES: SECURITY

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

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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/at11/launch.html>; or it can be provided by the RA 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 sub-contractors 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."

15. Pre-screen candidates using E-Verify Program. Proposed language: "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

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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 award." *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.

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Patrol Schedule FY20:

DATE	TIME	HOURS	MILES
MAY			
22 - FRI	1900 - 2400	5	40
23 - SAT	1900 - 2400	5	40
24 - SUN	1900 - 2400	5	40
29 - FRI	1900 - 2400	5	40
30 - SAT	1900 - 2400	5	40
SUBTOTAL		= 25	200
JUN			
05 - FRI	1900 - 2400	5	40
06 - SAT	1900 - 2400	5	40
12 - FRI	1900 - 2400	5	40
13 - SAT	1900 - 2400	5	40
19 - FRI	1900 - 2400	5	40
20 - SAT	1900 - 2400	5	40
26 - FRI	1900 - 2400	5	40
27 - SAT	1900 - 2400	5	40
SUBTOTAL		= 40	320
JUL			
02 - THU	1900 - 2400	5	40
03 - FRI	1900 - 2400	5	40
04 - SAT	1900 - 2400	5	40
05 - SUN	1600 - 2100	5	40
10 - FRI	1900 - 2400	5	40
11 - SAT	1900 - 2400	5	40
17 - FRI	1900 - 2400	5	40
18 - SAT	1900 - 2400	5	40
24 - FRI	1900 - 2400	5	40
25 - SAT	1900 - 2400	5	40
31 - FRI	1900 - 2400	5	40
SUBTOTAL		= 55	440
AUG			
01 - SAT	1900 - 2400	5	40
07 - FRI	1900 - 2400	5	40
08 - SAT	1900 - 2400	5	40
14 - FRI	1900 - 2400	5	40
15 - SAT	1900 - 2400	5	40
21 - FRI	1900 - 2400	5	40
22 - SAT	1900 - 2400	5	40
28 - FRI	1900 - 2400	5	40
29 - SAT	1900 - 2400	5	40
SUBTOTAL		= 45	360
SEP			
04 - FRI	1900 - 2400	5	40
05 - SAT	1900 - 2400	5	40
06 - SUN	1900 - 2400	5	40
SUBTOTAL		= 15	120
GRAND TOTAL =		180	1,440

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Patrol Schedule FY21:

DATE	TIME	HOURS	MILES
MAY			
28 - FRI	1900 - 2400	5	40
29 - SAT	1900 - 2400	5	40
30 - SUN	1900 - 2400	5	40
		SUBTOTAL =	15
JUN			
04 - FRI	1900 - 2400	5	40
05 - SAT	1900 - 2400	5	40
11 - FRI	1900 - 2400	5	40
12 - SAT	1900 - 2400	5	40
18 - FRI	1900 - 2400	5	40
19 - SAT	1900 - 2400	5	40
25 - FRI	1900 - 2400	5	40
26 - SAT	1900 - 2400	5	40
		SUBTOTAL =	40
JUL			
01 - THU	1900 - 2400	5	40
02 - FRI	1900 - 2400	5	40
03 - SAT	1900 - 2400	5	40
04 - SUN	1600 - 2100	5	40
09 - FRI	1900 - 2400	5	40
10 - SAT	1900 - 2400	5	40
16 - FRI	1900 - 2400	5	40
17 - SAT	1900 - 2400	5	40
23 - FRI	1900 - 2400	5	40
24 - SAT	1900 - 2400	5	40
30 - FRI	1900 - 2400	5	40
31 - SAT	1900 - 2400	5	40
		SUBTOTAL =	60
AUG			
06 - FRI	1900 - 2400	5	40
07 - SAT	1900 - 2400	5	40
13 - FRI	1900 - 2400	5	40
14 - SAT	1900 - 2400	5	40
20 - FRI	1900 - 2400	5	40
21 - SAT	1900 - 2400	5	40
27 - FRI	1900 - 2400	5	40
28 - SAT	1900 - 2400	5	40
		SUBTOTAL =	40
SEP			
03 - FRI	1900 - 2400	5	40
04 - SAT	1900 - 2400	5	40
05 - SUN	1900 - 2400	5	40
		SUBTOTAL =	15
GRAND TOTAL =		170	1,360

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Patrol Schedule FY22:

DATE	TIME	HOURS	MILES
MAY			
27 - FRI	1900 - 2400	5	40
28 - SAT	1900 - 2400	5	40
29 - SUN	1900 - 2400	5	40
		SUBTOTAL = 15	120
JUN			
03 - FRI	1900 - 2400	5	40
04 - SAT	1900 - 2400	5	40
10 - FRI	1900 - 2400	5	40
11 - SAT	1900 - 2400	5	40
17 - FRI	1900 - 2400	5	40
18 - SAT	1900 - 2400	5	40
24 - FRI	1900 - 2400	5	40
25 - SAT	1900 - 2400	5	40
		SUBTOTAL = 40	320
JUL			
01 - FRI	1900 - 2400	5	40
02 - SAT	1900 - 2400	5	40
03 - SUN	1900 - 2400	5	40
04 - MON	1600 - 2100	5	40
08 - FRI	1900 - 2400	5	40
09 - SAT	1900 - 2400	5	40
15 - FRI	1900 - 2400	5	40
16 - SAT	1900 - 2400	5	40
22 - FRI	1900 - 2400	5	40
23 - SAT	1990 - 2400	5	40
29 - FRI	1900 - 2400	5	40
30 - SAT	1900 - 2400	5	40
		SUBTOTAL = 60	480
AUG			
05 - FRI	1900 - 2400	5	40
06 - SAT	1900 - 2400	5	40
12 - FRI	1900 - 2400	5	40
13 - SAT	1900 - 2400	5	40
19 - FRI	1900 - 2400	5	40
20 - SAT	1900 - 2400	5	40
26 - FRI	1900 - 2400	5	40
27 - SAT	1900 - 2400	5	40
		SUBTOTAL = 40	320
SEP			
02 - FRI	1900 - 2400	5	40
03 - SAT	1900 - 2400	5	40
04 - SUN	1900 - 2400	5	40
		SUBTOTAL = 15	120
GRAND TOTAL =		170	1,360

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Patrol Schedule FY23:

DATE	TIME	HOURS	MILES
MAY			
26 - FRI	1900 - 2400	5	40
27 - SAT	1900 - 2400	5	40
28 - SUN	1900 - 2400	5	40
		SUBTOTAL = 15	120
JUN			
02 - FRI	1900 - 2400	5	40
03 - SAT	1900 - 2400	5	40
09 - FRI	1900 - 2400	5	40
10 - SAT	1900 - 2400	5	40
16 - FRI	1900 - 2400	5	40
17 - SAT	1900 - 2400	5	40
23 - FRI	1900 - 2400	5	40
24 - SAT	1900 - 2400	5	40
30 - FRI	1900 - 2400	5	40
		SUBTOTAL = 45	360
JUL			
01 - SAT	1900 - 2400	5	40
02 - SUN	1900 - 2400	5	40
03 - MON	1900 - 2400	5	40
07 - FRI	1900 - 2400	5	40
08 - SAT	1900 - 2400	5	40
14 - FRI	1900 - 2400	5	40
15 - SAT	1900 - 2400	5	40
21 - FRI	1900 - 2400	5	40
22 - SAT	1900 - 2400	5	40
28 - FRI	1900 - 2400	5	40
29 - SAT	1900 - 2400	5	40
		SUBTOTAL = 55	440
AUG			
04 - FRI	1900 - 2400	5	40
05 - SAT	1900 - 2400	5	40
11 - FRI	1900 - 2400	5	40
12 - SAT	1900 - 2400	5	40
18 - FRI	1900 - 2400	5	40
19 - SAT	1900 - 2400	5	40
25 - FRI	1900 - 2400	5	40
26 - SAT	1900 - 2400	5	40
		SUBTOTAL = 40	320
SEP			
01 - FRI	1900 - 2400	5	40
02 - SAT	1900 - 2400	5	40
03 - SUN	1900 - 2400	5	40
		SUBTOTAL = 15	120
GRAND TOTAL =		170	1,360

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Patrol Schedule FY24:

DATE	TIME	HOURS	MILES
MAY			
24 - FRI	1900 - 2400	5	40
25 - SAT	1900 - 2400	5	40
26 - SUN	1900 - 2400	5	40
31 - FRI	1900 - 2400	5	40
		SUBTOTAL =	20
JUN			
01 - SAT	1900 - 2400	5	40
07 - FRI	1900 - 2400	5	40
08 - SAT	1900 - 2400	5	40
14 - FRI	1900 - 2400	5	40
15 - SAT	1900 - 2400	5	40
21 - FRI	1900 - 2400	5	40
22 - SAT	1900 - 2400	5	40
28 - FRI	1900 - 2400	5	40
29 - SAT	1900 - 2400	5	40
		SUBTOTAL =	45
JUL			
04 - THU	1900 - 2400	5	40
05 - FRI	1900 - 2400	5	40
06 - SAT	1900 - 2400	5	40
07 - SUN	1600 - 2100	5	40
12 - FRI	1900 - 2400	5	40
13 - SAT	1900 - 2400	5	40
19 - FRI	1900 - 2400	5	40
20 - SAT	1900 - 2400	5	40
26 - FRI	1900 - 2400	5	40
27 - SAT	1900 - 2400	5	40
		SUBTOTAL =	50
AUG			
02 - FRI	1900 - 2400	5	40
03 - SAT	1900 - 2400	5	40
09 - FRI	1900 - 2400	5	40
10 - SAT	1900 - 2400	5	40
16 - FRI	1900 - 2400	5	40
17 - SAT	1900 - 2400	5	40
23 - FRI	1900 - 2400	5	40
24 - SAT	1900 - 2400	5	40
30 - FRI	1900 - 2400	5	40
31 - SAT	1900 - 2400	5	40
		SUBTOTAL =	50
SEP			
01 - SUN	1900 - 2400	5	40
		SUBTOTAL =	5
GRAND TOTAL =		170	1,360

Section C: Performance Work Statement (PWS)
Englebright – Law Enforcement Services

Patrol Schedule FY25:

REVISED PRICING SCHEDULE

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
0001	<p>Base Year:</p> <p>Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.</p> <p>Period of Performance: 01 May 2020 – 30 April 2021. Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.</p>				
0001AA	<p>Hourly Service</p> <p>This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.</p>	180	EA	\$	\$
0001AB	<p>Mileage Rate</p> <p>This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.</p>	1,440	EA (est)	\$	\$
0001AC	<p>CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.</p>	10	EA	\$	\$
001AD	<p>CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the</p>	10	EA	\$	\$

Section C: Performance Work Statement (PWS)
Englebright – Law Enforcement Services

<u>Patrol Schedule FY26:</u>	Nevada County Sheriff's Office.				
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Section C: Performance Work Statement (PWS)
 Englebright – Law Enforcement Services

~~Patrol Schedule FY27:~~

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
1001	<p>Option Year One (1):</p> <p>Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.</p> <p>Period of Performance: 01 May 2021 – 30 April 2022.</p> <p>Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.</p>				
1001AA	<p>Hourly Service</p> <p>This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.</p>	170	EA (est)	\$	\$
1001AB	<p>Mileage Rate</p> <p>This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.</p>	1,360	EA (est)		\$
1001AC	<p>CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.</p>	10	EA	\$	\$
1001AD	<p>CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office.</p>	10	EA	\$	\$

Section C: Performance Work Statement (PWS)

Englebright – Law Enforcement Services

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
2001	<p>Option Year Two (2):</p> <p>Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.</p> <p>Period of Performance: 01 May 2022 – 30 April 2023.</p> <p>Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.</p>				
2001AA	<p>Hourly Service</p> <p>This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.</p>	170	EA (est)	\$	\$
2001AB	<p>Mileage Rate</p> <p>This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.</p>	1,360	EA (est)	\$	\$
2001AC	<p>CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.</p>	10	EA	\$	\$
2001AD	<p>CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office.</p>	10	EA	\$	\$

Section C: Performance Work Statement (PWS)

Englebright – Law Enforcement Services

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
3001	<p>Option Year Three (3):</p> <p>Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.</p> <p>Period of Performance: 01 May 2023 – 30 April 2024.</p> <p>Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.</p>				
3001AA	<p>Hourly Service</p> <p>This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.</p>	170	EA (est)	\$	\$
3001AB	<p>Mileage Rate</p> <p>This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.</p>	1,360	EA (est)	\$	\$
3001AC	<p>CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.</p>	10	EA	\$	\$
3001AD	<p>CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office.</p>	10	EA	\$	\$

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
4001	<p>Option Year Four (4):</p> <p>Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.</p> <p>Period of Performance: 01 May 2024 – 30 April 2025. Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.</p>				
4001AA	<p>Hourly Service</p> <p>This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.</p>	170	EA (est)	\$	\$
4001AB	<p>Mileage Rate</p> <p>This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.</p>	1,360	EA (est)	\$	\$
4001AC	<p>CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.</p>	10	EA	\$	\$

4001AD	CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office.	10	EA	\$	\$
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