

RESOLUTION No. 20-251

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE RENEWAL CONTRACT NO. W9123820P0022, WITH THE UNITED STATES ARMY CORPS OF ENGINEERS, IN THE AMOUNT OF \$18,442.20 FOR THE BASE PERIOD, TO PROVIDE LAW ENFORCEMENT SERVICES AT ENGLEBRIGHT LAKE, FOR A PERIOD OF FIVE YEARS, WITH THE FIRST BASE PERFORMANCE PERIOD OF MAY 19, 2020 TO APRIL 30, 2021

WHEREAS, The United States Army Corps of Engineers desires to obtain boating safety and law enforcement services at Englebright Lake and Nevada County, through its Sheriff's Office desires to provide those services, and

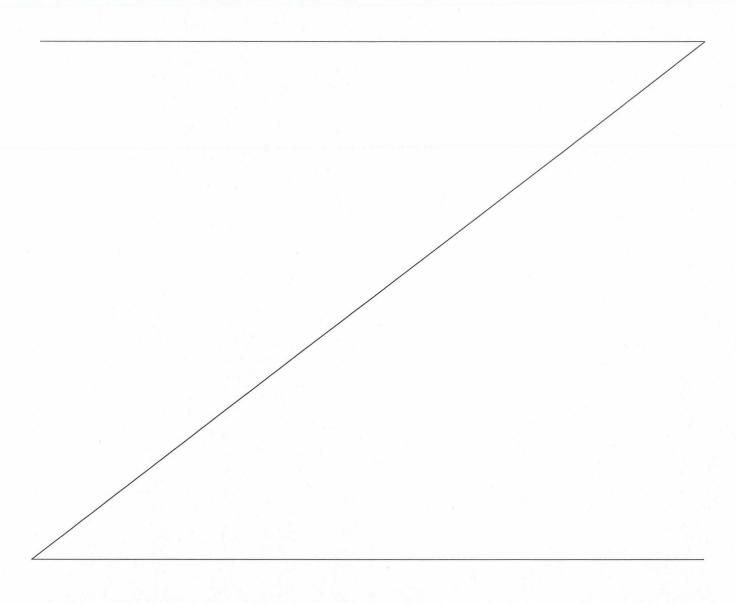
WHEREAS, the contract will be for a five year term with the first base performance period to be from May 19, 2020 to April 30, 2021, and

WHEREAS, the contract shall have four option periods which at the beginning of each option period shall have price negotiations to determine a fair and reasonable price for each option year, and

WHEREAS, the contract will expire on April 30, 2025, and

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Sheriff is hereby authorized to execute, on behalf of the County of Nevada, that certain contract No. W9123820P0022 dated the 1st day of May, 2020, by and between said County and the US Army Corps of Engineers for a period of five years, with the first base performance period of May 19, 2020 to April 30, 2021; the contract to have four option periods which at the beginning of each option year price negotiations shall take place to determine a fair and reasonable price for the option year, with the contract to expire on April 30, 2025, pertaining to reimbursement for boating safety and law enforcement at Englebright Lake, Smartville, California, up to the amount of \$18,442.20 for the base period.

Funding: 0101 20201 152 1000 451291



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the <u>23rd</u> day of <u>June</u>, <u>2020</u>, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan

K. Hoek and Richard Anderson.

Noes:

None.

Absent:

None.

Abstain:

None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

-a. Orling at 40

Heidi Hall, Chair

6/23/2020 cc:

Sheriff*

SOLICITATION/CO	ONTRACT/ORD				1. REQUISIT W62N6M001		BER	govrossov	opwol	PAG	E 1 OF 68
2. CONTRACT NO.	3. AWA	RD/EFFECTIVE DATE	4. ORDER			5. SOL	CITATIO	ON NUMBER		6. SOLIC	CITATION ISSUE DATE
W9123820P0022	19-M	ay-2020				h TEU	DUON	ENUMBER (No Co	allect Calle)	0.000	R DUE DATE/LOCAL TIME
INFORMATION CALL:	a. IVAIV	YTHENE				D. TELL	PHON	ENOMBER (NOC	niect Cairs)	8. OFFE	R DUE DATE/LOCAL TIME
9. ISSUED BY	COD	DE W91238	1	0. THIS ACQ	UISITION IS	X	JNRES	STRICTED OR	SET ASI	DE:	% FOR:
USACE SACRAMENTO I ATTN: CONTRACTING D 1325 J STREET SACRAMENTO CA 95814	DIVISION			SMALL BU	SMALL	ELIC SMA	SIBLE U	WIED SMALL BUSIN NDER THE WOMEN IINESS PROGRAM	I-OWNED N	AICS: 22120	
TEL: FAX:				SERVICE- VETERAN	DISABLED I-OWNED						NDARD:
11. DELIVERY FOR FOB	DESTINA 12 DI	SCOUNT TERMS		SMALL BU	JSINESS		13b	RATING			
TION UNLESS BLOC MARKED		Days		→ RATI	CONTRACT ED ORDER U S (15 CFR 70	INDER		METHOD OF SOL	ICITATION		
X SEE SCHEDULE				DPA	3 (13 CFK 70	0)		RFQ	IFB	Γ	REP
15. DELIVER TO	COE	DE L2M0432	1	6. ADMINIST	FRED BY					ODE	
ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIG SMARTVILLE CA 95977						ITEN	/ 1 9				
The state of the s	ODE 1P6F2	FACILITY	1	8a. PAYMEN	T WILL BE M	ADE BY			C	ODE g	064145
OFFEROR COUNTY OF NEVADA 950 MAIDU AVE NEVADA CITY CA 95959 TELEPHONE NO. 530-2		CODE L	C E A	USACE FINA CIVIL FUNDE 5722 INTEGF ATTN: CEFC MILLINGTON	ED CONTRA RITY DRIVE -FP I TN 38054-	CTS 5005				L	
17b. CHECK IF REN	MITTANCE IS DIFFEI NOFFER	RENT AND PUT		8b. SUBMIT				S SHOWN IN BL DENDUM	OCK 18a.	UNLES	SS BLOCK
19.		20.				21		22.	23	3.	24.
ITEM NO.	SCHED	OULE OF SUPPLIES	S/ SERVICE	ES .		QUAN	ППҮ	UNIT	UNIT F	PRICE	AMOUNT
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25. ACCOUNTING AND See Schedule	APPROPRIATION DA	TA .	71,55391 08 (12,935)		3140 3/82			26. TOTAL A	WARD AM	OUNT (F	or Govt. Use Only)
	INCORPORATES BY								DENDA DENDA	ARE ARE	ARE NOT ATTACHED
COPIES TO ISSUING DELIVER ALL ITEMS	IS REQUIRED TO SIG G OFFICE. CONTRAC S SET FORTH OR OTH S SUBJECT TO THE RE	TOR AGREES TO F	URNISH AI ED ABOVE I	ND AND ON ANY		OFFER	DATE (5), IN	ICLUDING ANY	. YOUR	S OR CH	ON SOLICITATION IANGES WHICH ARE S: SEE SCHEDULE
30a. SIGNATURE OF O				31a.UNITE	D STATES OF	AMERIC	CA (8	SIGNATURE OF CO	NTRACTING	OFFICER	O SOA SHE DEE
					Klaw	299	7. K	Janus			
30b. NAME AND TITLE	OF SIGNER	30c. DATE	E SIGNED	31b. NAMI	E OF CONTRAC	CTING O	FFICEF	(TYPE O	R PRINT)		31c. DATE SIGNED
(TYPE OR PRINT)				DAWN DAN	IELS / Added	d by UPA	ASS				19-May-2020
				EMA	IL: Dawn.Dar	niels@u	sace.	army.mil			

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL I (CONTINUED)				EMS	15 VI 31 8 A	10.18 513.	AW00 0	1 5 C 9 E 3 N	PAGE 2 OF 68
19. ITEM NO.		20 SCHEDULE OF SUP		ES		21. QUANTITY	2: (UN		23. UNIT PRICE	24. AMOUNT
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32a. QUANTITY IN	COLUMN 2		CHESCO II	MANUE W	5801V835	TANDVOTE 20 2F SUPPLES	NOTE SIKE	4-13 ta (14 18-10	ECK IF FOR	A COS
	INSPECT	ACCEPTED, AND CONF		CONTRAC	CT, EXCEPT A		77 F OF AL	THORIZED	COVEDNIME	
REPRESENTA		RIZED GOVERNMENT	32c. DATE			ED NAME AND	TITLE OF AC	JIHUKIZED		NI
32e. MAILING ADD	RESS OF	AUTHORIZED GOVERNMENT R	 REPRESENTATIVI	E	32f. TELEPH	HONE NUMBER	OF AUTHO	RIZED GOV	ERNMENT RE	EPRESENTATIVE
				AS SE FA	32g. E-MAIL	OF AUTHORIZ	ED GOVER	VMENT REP	RESENTATIV	E Z I I I I I I I I I I I I I I I I I I
33. SHIP NUMBER	34.	. VOUCHER NUMBER	35. AMOUNT VE CORRECT		36. 1	PAYMENT COMPLETE	E PARTI	AL FIN	ST GHS IN	IECK NUMBER
38. S/R ACCOUNT	NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY							
		I INT IS CORRECT AND PROPER OF CERTIFYING OFFICER	R FOR PAYMENT 41c. DATE	5 707	CEIVED BY	TI ACI TIS.				Medical and
					CEIVED AT (I					
				42c. DA	TE REC'D (Y	Y/MM/DD)	42d. TOTAL	CONTAINER	tS .	

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0001 \$0.00 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. **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0001AA \$77.78 180 Each \$14,000.40 Hourly Wage Rates/Ranges **FFP** FOB: Destination PURCHASE REQUEST NUMBER: W62N6M00140069 **NET AMT** \$14,000.40 ACRN AA \$14,000.40 CIN: W62N6M001400690001AA

LIIG	<u>iebright – Law Enforce</u>	ement Service	28		
ITEM NO 0001AB	SUPPLIES/SERVICES Mileage/Operational Costs	QUANTITY 1,440	UNIT Each	UNIT PRICE \$0.72	AMOUNT \$1,036.80
	FFP FOB: Destination PURCHASE REQUEST N	TUMBER: W62N	6M00140069		
				NET AMT	\$1,036.80
	ACRN AA CIN: W62N6M001400690	001AB			\$1,036.80
ITEM NO 0001AC	SUPPLIES/SERVICES CLETS	QUANTITY 10	UNIT Each	UNIT PRICE \$156.50	AMOUNT \$1,565.00
AMOUS \$19,800	FFP FOB: Destination PURCHASE REQUEST N	IUMBER: W62N			
				NET AMT	\$1,565.00
	ACRN AA CIN: W62N6M001400690	001AC			\$1,565.00
000,418					
ITEM NO 0001AD	SUPPLIES/SERVICES	QUANTITY 10	UNIT Each	UNIT PRICE \$184.00	AMOUNT \$1,840.00
	CLETS Dispatch Service FFP FOB: Destination PURCHASE REQUEST N				***************************************
				NET AMT	\$1,840.00
	ACRN AA CIN: W62N6M001400690	001AD		TALL TAVIL	\$1,840.00

ITEM NO 1001	SUPPLIES/SERVICES QUANT	TITY UNIT	UNIT PRICE	AMOUNT \$0.00
	Option Year 1 - Englebright LE Serv	vices		
	FFP Option Year 1 (POP 01 May 21-30 A Services located in Smartsville, CA. tools, labor, transportation, supervisi	The Contractor skion, services and su	nall provide all materials, upplies necessary to perform	
	the work that is in accordance with t	he Performance W	ork Statement.	
			NET AMT	\$0.00
		USST Each	SUPPLIESSERVICES QUANTITY	
ITEM NO 1001AA OPTION	SUPPLIES/SERVICES QUANT 180 Hourly Wage Rates/Ranges		UNIT PRICE \$81.669	AMOUNT \$14,700.42
	FFP FOB: Destination			
			NET AMT	\$14,700.42
ITEM NO 1001AB OPTION	SUPPLIES/SERVICES QUANT 1,44 Mileage/Operational Costs FFP FOB: Destination		UNIT PRICE \$0.756	AMOUNT \$1,088.64
			NET AMT	\$1,088.64
			INLI MINII	\$1,000.04

ITEM NO 1001AC OPTION	SUPPLIES/SERVICES	QUANTITY 10	UNIT Each	UNIT PRICE \$156.50	AMOUNT \$1,565.00
OFTION	CLETS FFP				
	FOB: Destination				
				Option Year ((PCP 01 May 21-30 Apr 22 Services located in Smartsville, CA. The	
				NET AMT	\$1,565.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	CLETS Dispatch Service FFP	10	Each	\$184.00	\$1,840.00
	FOB: Destination				
				NET AMT	\$1,840.00
ITEM NO 2001	SUPPLIËS/SERVICES	QUANTITY	. UNIT	UNIT PRICE	AMOUNT \$0.00
	Option Year 2 - Englebrig	ht LE Services			
	FFP Option Year 2 (POP 01 M Services located in Smarts tools, labor, transportation the work that is in accorda	ville, CA. The C, supervision, ser	Contractor sharvices and sup	all provide all materials, pplies necessary to perform	

FFP	QUANTITY 180	UNIT Each	UNIT PRICE \$85.75245	AMOUNT \$15,435.44
FOB: Destination				
			NET AMT	\$15,435.44
NO SUPPLIES/SERVICES Mileage/Operational Costs FFP FOB: Destination		UNIT Each	UNIT PRICE \$0.7938	AMOUNT \$1,143.07
			NET AMT	\$1,143.07
NO SUPPLIES/SERVICES CLETS FFP FOB: Destination	QUANTITY 10	UNIT Each		AMOUNT \$1,565.00
	NO SUPPLIES/SERVICES Hourly Wage Rates/Range FFP FOB: Destination NO SUPPLIES/SERVICES Mileage/Operational Costs FFP FOB: Destination NO SUPPLIES/SERVICES CLETS FFP	NO SUPPLIES/SERVICES QUANTITY Hourly Wage Rates/Ranges FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY 1,440 Mileage/Operational Costs FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY 1,440 CLETS FFP CLETS FFP	NO SUPPLIES/SERVICES QUANTITY UNIT Hourly Wage Rates/Ranges FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY UNIT Hourly Wage Rates/Ranges FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY UNIT Hourly Wage Rates/Ranges FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY UNIT Hourly Wage Rates/Ranges FFP FOB: Destination NO SUPPLIES/SERVICES QUANTITY UNIT COLORS FFP FOB: Destination	NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE \$85.75245 Hourly Wage Rates/Ranges FFP FOB: Destination NET AMT NO SUPPLIES/SERVICES QUANTITY UNIT Each \$0.7938 FIP FOB: Destination NET AMT NET AMT NET AMT NET AMT NET AMT

NET AMT

\$1,565.00

ITEM NO 2001AD OPTION	SUPPLIES/SERVICES CLETS Dispatch Service FFP	QUANTITY 10	UNIT Each	UNIT PRICE \$193.20	AMOUNT \$1,932.00
	FOB: Destination				
				NET AMT	\$1,932.00
ITEM NO 3001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Option Year 3 - Englebright FFP Option Year 3 (POP 01 Management of Services located in Smarts tools, labor, transportation the work that is in accordance.	ay 23-30 Apr 24) ville, CA. The Co supervision, serv	ontractor shall rices and suppl	provide all materials, ies necessary to perform	
				NET AMT	\$0.00
ITEM NO 3001AA	SUPPLIES/SERVICES	QUANTITY 180	UNIT Each	UNIT PRICE \$90.04005	AMOUNT \$16,207.21
OPTION	Hourly Wage Rates/Range FFP FOB: Destination	S			
				NET AMT	\$16,207.21

Eng	<u>lebright – Law Enforce</u>	ement Service	ces		
ITEM NO 3001AB OPTION	SUPPLIES/SERVICES Mileage/Operational Costs FFP	QUANTITY 1,440	UNIT Each	UNIT PRICE \$0.83349	AMOUNT \$1,200.23
	FOB: Destination			Control Year & II Or fur year of activity of the control of the co	
				NET AMT	\$1,200.23
ITEM NO 3001AC OPTION	SUPPLIES/SERVICES CLETS	QUANTITY 10	UNIT Each	UNIT PRICE \$156.50	AMOUNT \$1,565.00
	FFP FOB: Destination				
				NET AMT	\$1,565.00
ITEM NO 3001AD OPTION	SUPPLIES/SERVICES CLETS Dispatch Service	QUANTITY 10	UNIT Each	UNIT PRICE \$202.86	AMOUNT \$2,028.60
	FUB: Destination				
				NET AMT	\$2,028.60

ITEM NO 4001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Option Year 4 - Englebrigh	t LE Services			
	FFP Option Year 4 (POP 01 Ma Services located in Smartsv tools, labor, transportation, the work that is in accordan	ille, CA. The Co supervision, serv	ntractor shall ices and suppl	provide all materials, ies necessary to perform	
				NET AMT	\$0.00
ITEM NO 4001AA OPTION	SUPPLIES/SERVICES Hourly Wage Rates/Ranges	QUANTITY 180	UNIT Each	UNIT PRICE \$94.54206	AMOUNT \$17,017.57
	FFP FOB: Destination				
				NET AMT	\$17,017.57
ITEM NO 4001AB OPTION	SUPPLIES/SERVICES Mileage/Operational Costs	QUANTITY 1,440	UNIT Each	UNIT PRICE \$0.87517	AMOUNT \$1,260.24
	FFP FOB: Destination				
				NET AMT	\$1,260.24

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

ITEM NO S 4001AD OPTION (

SUPPLIES/SERVICES

QUANTITY 10 UNIT Each UNIT PRICE \$213.00 AMOUNT \$2,130.00

OPTION CLETS Dispatch Service

FFP

FOB: Destination

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	A POP 29-MAY-2020 TO 30-APR-2021	N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RE SMARTVILLE CA 95977 FOB: Destination	L2M0432
0001AE	3 POP 29-MAY-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
0001AC	C POP 29-MAY-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
0001AE	O 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		N/A	ENGLEBRIGHT LAKE DOUG GROTHE P.O. BOX 6 12896 ENGLEBRIGHT DAM RE SMARTVILLE CA 95977 FOB: Destination	
1001AE	3 POP 01-MAY-2021 TO 30-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
1001AC	C POP 01-MAY-2021 TO 30-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432
1001AI	POP 01-MAY-2021 TO 20-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0432

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	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

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 ACCEPTAGE SOFT	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

	The Louise Classic Collins of the Co	
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	AUG 2018
	Activities or Transactions Relating to Iran Representation	
	and Certifications.	
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	APR 1984
	Vegetation	
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	SEP 2011
	Officials	
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	
252.204-7012	Safeguarding Covered Defense Information and Cyber	DEC 2019
	Incident Reporting	
252.204-7016	Covered Defense Telecommunications Equipment or Service	sDEC 2019
	Representation	
252.204-7017	Prohibition on the Acquisition of Covered Defense	DEC 2019
	Telecommunications Equipment or Services Representatio	n ACCC CARE THE RELEASE
252.204-7018	Prohibition on the Acquisition of Covered Defense	DEC 2019
	Telecommunications Equipment or Services	
252.225-7021	Trade AgreementsBasic	SEP 2019
252.225-7036	Buy AmericanFree Trade AgreementsBalance of	DEC 2017
	Payments ProgramBasic	
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	FEB 2019
	*	

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;

- (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);

- (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.

- (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 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.

- (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)

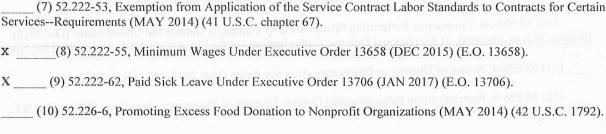
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain 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.)

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. 10 282) (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).
${\text{U.S.C.}}$ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 ${\text{U.S.C.}}$ 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)).

Section C: Performance Work Statement (PWS) Englebright - Law Enforcement Services (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). (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). (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). (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.)

(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 $\overline{13514}$).
(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 AmericanSupplies (May 2014) (41 U.S.C. chapter 83).
(47) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli 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).

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



- (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).

- (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) <u>52.222-62</u>, 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)

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 <u>5</u> <u>years or 60 months.</u>

(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)

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 <u>DFARS</u> (48 CFR <u>2</u>) 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: <u>CEFC-Payments@usace.army.mil</u>

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

The Techinical 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)

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

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

Daniel W. Simms

Division of Director Wage Determinations | Wage Determination No.: 2015-5677

Revision No.: 12

Date Of Last Revision: 12/23/2019

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**

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occu	pations	
01011 - Accounting Clerk I	apaciono	16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		
01035 - Court Reporter		00 06
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 00
01052 - Data Entry Operator II		
01060 - Dispatcher Motor Vehicle		18.84
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		
01112 - General Clerk II		
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		
01141 - Messenger Courier		
01191 - Order Clerk I		
01192 - Order Clerk II		
01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II		4 6 6 6
01262 - Personnel Assistant (Employment) II 01263 - Personnel Assistant (Employment) III		
01270 - Production Control Clerk		
01300 - Scheduler Maintenance		
01311 - Secretary I		
01320 - Service Order Dispatcher		
01410 - Supply Technician		05 00
01460 - Switchboard Operator/Receptionist		
01532 - Travel Clerk II		14.94
01533 - Travel Clerk III		
01611 - Word Processor I		14.68
01612 - Word Processor II		
01613 - Word Processor III		
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		
05010 - Automotive Electrician		
05040 - Automotive Glass Installer		
05070 - Automotive Worker		
05110 - Mobile Equipment Servicer		
05130 - Motor Equipment Metal Mechanic		
05160 - Motor Equipment Metal Worker 05190 - Motor Vehicle Mechanic		
05220 - Motor Vehicle Mechanic Helper		45 50
05250 - Motor Vehicle Upholstery Worker		
05280 - Motor Vehicle Wrecker		01 70
0.504.0		00 00
05340 - Radiator Repair Specialist		
05370 - Tire Repairer		11 00
05400 - Transmission Repair Specialist		
07000 - Food Preparation And Service Occupations	S	e ha bassa h haw
07010 - Baker		16.27
07041 - Cook I		18.66
07042 - Cook II		21.33
07070 - Dishwasher		11.69

		indicate.
	- Food Service Worker	12.64
	- Meat Cutter	19.16
	- Waiter/Waitress	12.25
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	24.49
	- Furniture Handler	16.78
	- Furniture Refinisher	24.49
	- Furniture Refinisher Helper	19.34
	- Furniture Repairer Minor	22.17
	- Upholsterer	24.49
	General Services And Support Occupations	
	- Cleaner Vehicles	13.44
	- Elevator Operator	14.65
	- Gardener	19.05
	- Housekeeping Aide	15.18
	- Janitor	15.18
	- Laborer Grounds Maintenance	14.91
	- Maid or Houseman	12.05
	- Pruner	13.57
	- Tractor Operator	17.63
	- Trail Maintenance Worker	14.91
	- Window Cleaner	16.67
	Health Occupations	
12010	- Ambulance Driver	18.23
	- 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
	- 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
	- Nuclear Medicine Technologist	50.57
12221	- Nursing Assistant I	12.41
12222	- Nursing Assistant II	13.95
	- Nursing Assistant III	15.53
	- Nursing Assistant IV	17.44
12235	- Optical Dispenser	18.05
12236	- Optical Technician	20.10
	- Pharmacy Technician	19.25
12280	- Phlebotomist	25.53
12305	- Radiologic Technologist	43.82
	- Registered Nurse I	40.86
12312	- Registered Nurse II	49.98
	- Registered Nurse II Specialist	49.98
12314	- Registered Nurse III	60.45
	- Registered Nurse III Anesthetist	60.45
	- Registered Nurse IV	68.50
	- Scheduler (Drug and Alcohol Testing)	. 28.97
	- Substance Abuse Treatment Counselor	29.82
	Information And Arts Occupations	
	- Exhibits Specialist I	23.61
	- Exhibits Specialist II	29.25
	- Exhibits Specialist III	36.92
	- Illustrator I	22.71

Englebright – Law Enforcement Services	
12042 Tllushushan TT	
13042 - Illustrator II 13043 - Illustrator III	28.14 34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Sy	
Administrator	101119914 1 - 109 H 3 - 48 E H 1
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 13075 - Photographer V	33.56
13090 - Technical Order Library Clerk	18.77
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	anout comment that their states and the second
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 14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	(see 1) 16.61
14160 - Personal Computer Support Technic	
14170 - System Support Specialist	26.96
15000 - Instructional Occupations	eshens in Lux Stationals
15010 - Aircrew Training Devices Instruct	or (Non-Rated) 35.36
15020 - Aircrew Training Devices Instruct	
15030 - Air Crew Training Devices Instruc	tor (Pilot) 51.27
15050 - Computer Based Training Specialis	
15060 - Educational Technologist	40.76
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	26.55
15085 - Maintenance Test Pilot Fixed Jet/	
15086 - Maintenance Test Pilot Rotary Win	
15088 - Non-Maintenance Test/Co-Pilot 15090 - Technical Instructor	50.69 21.72
15095 - Technical Instructor/Course Devel	
15110 - Test Proctor	17.84
15120 - Tutor	17.84
16000 - Laundry Dry-Cleaning Pressing And R	elated 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 L	
16190 - Sewing Machine Operator 16220 - Tailor	15.97 16.86
16250 - Masher Machine	14.04
19000 - Machine Tool Operation And Repair O	
19010 - Machine-Tool Operator (Tool Room)	26.91
19040 - Tool And Die Maker	32.05

	Materials Handling And Packing Occupations	
	- Forklift Operator	19.84
	- Material Coordinator	23.66
	- Material Expediter	23.66
	- Material Handling Laborer	16.18
	- Order Filler	15.43
	- Production Line Worker (Food Processing)	19.84
	- Shipping Packer	19.37
	- Shipping/Receiving Clerk - Store Worker I	19.37 13.95
	- Stock Clerk	18.62
	- Tools And Parts Attendant	19.84
	- Warehouse Specialist	19.84
	Mechanics And Maintenance And Repair Occupations	19.04
	- Aerospace Structural Welder	30.98
	- Aircraft Logs and Records Technician	24.37
	- Aircraft Mechanic I	29.30
	- 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
	- Aircraft Worker	26.00
23091	- Aircrew Life Support Equipment (ALSE) Mechanic	26.00
I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	29.30
II		
	- Appliance Mechanic	27.63
	- Bicycle Repairer	20.70
	- Cable Splicer	45.76
	- Carpenter Maintenance	28.38
	- Carpet Layer	26.00
	- Electrician Maintenance	28.81
	- Electronics Technician Maintenance I	28.60
	- Electronics Technician Maintenance II	30.39 34.83
	- Electronics Technician Maintenance III - Fabric Worker	24.37
	- Fire Alarm System Mechanic	29.30
	- Fire Extinguisher Repairer	22.75
	- Fuel Distribution System Mechanic	29.30
	- Fuel Distribution System Operator	22.75
	- General Maintenance Worker	20.27
	- Ground Support Equipment Mechanic	29.30
	- Ground Support Equipment Servicer	24.37
	- Ground Support Equipment Worker	26.00
	- Gunsmith I	22.75
23392	- Gunsmith II	26.00
23393	- Gunsmith III	29.30
23410	- Heating Ventilation And Air-Conditioning	24.05
Mecha	nic	
23411	- Heating Ventilation And Air Contidioning	25.42
	nic (Research Facility)	
	- Heavy Equipment Mechanic	26.54
	- Heavy Equipment Operator	29.93
	- Instrument Mechanic	29.30
	- Laboratory/Shelter Mechanic	27.63
	- Laborer	16.18
	- Locksmith	26.94
	- Machinery Maintenance Mechanic	27.04
	- Machinist Maintenance	23.10
	- Maintenance Trades Helper	17.41
23591	- Metrology Technician I	29.30

23592	- Metrology Technician II	30.98
23593	- Metrology Technician III	32.67
23640	- Millwright	31.69
	- Office Appliance Repairer	27.24
	- Painter Maintenance	23.47
	- Pipefitter Maintenance	29.64
	- Plumber Maintenance	27.96
	- Pneudraulic Systems Mechanic	29.30
	- Rigger	
		29.30
	beare neemanic	26.00
	Sheet Hetal Worker Haintenance	28.69
	Small Engine Mechanic	26.00
	refeconditions Mechanic i	32.03
	- Telecommunications Mechanic II	33.86
	- 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	
	- Case Manager	20.39
	- Child Care Attendant	13.46
	- Child Care Center Clerk	16.78
	- Chore Aide	11.86
	- Family Readiness And Support Services	20.39
	inator	20.33
	- Homemaker	20.39
	Homemaker	20.39
	riane ina system operations occupations	22 10
	BOLICE TORIGOL	33.10
	bewage France operator	30.68
	- Stationary Engineer	33.10
	- Ventilation Equipment Tender	23.52
	- 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
	- Detection Dog Handler	21.22
27040	- Detention Officer	36.43
	- Firefighter	
	- Guard I	
	- Guard II	
	- Police Officer I	39.18
	- Police Officer II	43.56
	Recreation Occupations	43.30
	- Carnival Equipment Operator	15.21
	- Carnival Equipment Repairer	16.43
	- Carnival Worker	11.71
	- Gate Attendant/Gate Tender	17.10
	- Lifeguard	11.20
	- Park Attendant (Aide)	19.56
	- Recreation Aide/Health Facility Attendant	14.28
	- Recreation Specialist	24.23
28630	- Sports Official	15.58
28690	- Swimming Pool Operator	18.79
	Stevedoring/Longshoremen Occupational Services	
29000 -	Stevedoring/Longshoremen Occupational Services - Blocker And Bracer	28.29
29000 - 29010		
29000 - 29010 29020	- Blocker And Bracer	28.29 28.29 28.29
29000 - 29010 29020 29030	- Blocker And Bracer - Hatch Tender - Line Handler	28.29 28.29
29000 - 29010 29020 29030 29041	- Blocker And Bracer - Hatch Tender	28.29

30010 - Air Traffic Control Specialist Center (HFO)	(see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO		26.74
30012 - Air Traffic Control Specialist Terminal (HF		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	Into married which have	24.97
30221 - Latent Fingerprint Technician I		30.17 33.32
30222 - Latent Fingerprint Technician II		28.22
30240 - Mathematical Technician		18.92
30361 - Paralegal/Legal Assistant I 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	(see 2)	25.39
Surface Programs		
30621 - Weather Observer Senior	(see 2)	28.22
31000 - Transportation/Mobile Equipment Operation Occ	upations	
31010 - Airplane Pilot		29.82
31020 - Bus Aide		15.25
31030 - Bus Driver		22.08
31043 - Driver Courier		
31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver		
31310 - Taxi Driver		
31361 - Truckdriver Light		
31362 - Truckdriver Medium		
31363 - Truckdriver Heavy		21.72
31364 - Truckdriver Tractor-Trailer		21.72
		AND TO COLD TO
99000 - Miscellaneous Occupations		
99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist		14.54
		14.54 11.97
99020 - Cabin Safety Specialist		

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
		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

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

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1)

dated September 2015 unless otherwise indicated.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

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

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

Daniel W. Simms Director Division of

| Wage Determination No.: 2015-5659

Revision No.: 9

Wage Determinations | Date Of Last Revision: 12/23/2019

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 Sutter Yuba

^{**}Fringe Benefits Required Follow the Occupational Listing**

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupat:	ions	
01011 - Accounting Clerk I	10113	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 01531 - Travel Clerk I		15.18
01531 - Iravel Clerk I 01532 - Travel Clerk II		13.87 14.94
01532 - Travel Clerk II		16.05
01611 - Word Processor I		14.68
01612 - Word Processor II		16.48
01613 - Word Processor III		18.76
05000 - Automotive Service Occupations		10.70
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		S. 150 1 1 1 1 1 1 1 1 1
07010 - Baker		19.42
07041 - Cook I		16.84
07042 - Cook II		19.37
07070 - Dishwasher		11.45

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
	- 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
	- 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
	- Dental Assistant	19.21
12025	- Dental Hygienist	45.12
	- 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
	- Medical Assistant	17.17
12130	- Medical Laboratory Technician	21.71
12160	- Medical Record Clerk	20.69
	- Medical Record Technician	23.13
	- Medical Transcriptionist	21.71
	- Nuclear Medicine Technologist	53.36
	- Nursing Assistant I	12.91
	- Nursing Assistant II	14.53
	- Nursing Assistant III	15.85
	- Nursing Assistant IV	17.79
	- Optical Dispenser	24.04
	- Optical Technician	21.71
	- Pharmacy Technician	19.45
	- Phlebotomist	19.57
	- Radiologic Technologist	36.81
	- Registered Nurse I	40.86
	- Registered Nurse II	49.98
	- Registered Nurse II Specialist	49.98
	- Registered Nurse III	60.45
	- Registered Nurse III Anesthetist	60.45
	- Registered Nurse IV	68.50
	- Scheduler (Drug and Alcohol Testing)	30.09
	- Substance Abuse Treatment Counselor	18.82
	Information And Arts Occupations	00 01
	- Exhibits Specialist I	23.61
	- Exhibits Specialist II	29.25
	- Exhibits Specialist III	36.92
13041	- Illustrator I	22.71

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		25.79
Administrator		18020 -
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		03-91-1
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
	(see 1)	27.18
	(see 1)	2
	(see 1)	
	(see 1)	
	A STATE OF THE PARTY OF THE PAR	
	(see 1)	
	(see 1)	12035
14150 - Peripheral Equipment Operator	Last hem venegrand -	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		
15086 - Maintenance Test Pilot Rotary Wing		43.62
		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 Occupat.	ions	
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	Caldina & Flighting	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

	Materials Handling And Packing Occupations	
	- Forklift Operator	19.22
	- Material Coordinator	23.99
	- Material Expediter	23.99
21050	- Material Handling Laborer	15.20
	- 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
	Mechanics And Maintenance And Repair Occupations	
	- Aerospace Structural Welder	31.75
	- Aircraft Logs and Records Technician	24.81
	- Aircraft Mechanic I	30.03
	- Aircraft Mechanic II	
	- Aircraft Mechanic III	
	- Aircraft Mechanic Helper	21.36
	- Aircraft Painter	28.29
	- Aircraft Servicer	24.81
	- Aircraft Survival Flight Equipment Technician	28.29
	- Aircraft Worker	26.55
	- Aircraft Worker - Aircrew Life Support Equipment (ALSE) Mechanic	26.55
Z 3091	- Aliciew bile Support Equipment (Abst) Mechanic	20.33
	Timener Life Company Projector (ALCE) Machania	20.02
	- Aircrew Life Support Equipment (ALSE) Mechanic	30.03
II		
	- Appliance Mechanic	20.00
	- Bicycle Repairer	21.76
	- Cable Spilcer	34.30
	Calpenter Maintenance	20.55
	- Carpet Layer	23.03
	- Electrician Maintenance	25.50
	- Electronics Technician Maintenance I	20.00
23182	- Electronics Technician Maintenance II	28.29
23183	- Electronics Technician Maintenance III	31.00
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
	- Ground Support Equipment Servicer	24.81
	- Ground Support Equipment Worker	26.55
23391	- Gunsmith I	21.78
	- Gunsmith II	25.05
	- Gunsmith III	28.33
	- Heating Ventilation And Air-Conditioning	23.83
Mecha		east - Diddi
	- Heating Ventilation And Air Contidioning	25.19
	nic (Research Facility)	
	- Heavy Equipment Mechanic	29.69
	- Heavy Equipment Operator	29.93
	- Instrument Mechanic	30.03
		26.69
	- Laboratory/Shelter Mechanic	
	- Laborer	15.13
	- Locksmith	26.68
	- Machinery Maintenance Mechanic	27.24
	- Machinist Maintenance	21.00
	- Maintenance Trades Helper	20.14
23591	- Metrology Technician I	30.03

	- Metrology Technician II	31.75
	- Metrology Technician III	33.51
	- Millwright	30.03
	- Office Appliance Repairer	26.09
	- Painter Maintenance	21.23
	- Pipefitter Maintenance	33.98
	- Plumber Maintenance	32.01
	- Pneudraulic Systems Mechanic	28.31
	- Rigger	28.33
	- Scale Mechanic	25.05
	- Sheet-Metal Worker Maintenance	31.56
	- Small Engine Mechanic	25.04
	- Telecommunications Mechanic I	33.04
	- Telecommunications Mechanic II	34.93
	- Telephone Lineman	32.83
	- Welder Combination Maintenance	22.92
	- Well Driller	28.33
	- Woodcraft Worker	28.33
	- Woodworker	21.76
	Personal Needs Occupations	0.4.4.1
	- Case Manager	24.41
	- Child Care Attendant	12.80
	- Child Care Center Clerk	15.96
	- Chore Aide	11.58
	- Family Readiness And Support Services inator	24.41
	- Homemaker	0.4.41
		24.41
	Plant And System Operations Occupations - Boiler Tender	20.02
		30.03
	- Sewage Plant Operator	31.19
	- Stationary Engineer	30.03
	- Ventilation Equipment Tender - Water Treatment Plant Operator	21.36 31.19
	Protective Service Occupations	31.19
	- Alarm Monitor	24 46
	- Baggage Inspector	24.46
	- Corrections Officer	17.26 27.37
	Court Cogurity Officer	27.60
	- Detection Dog Handler	21.22
	- Detention Officer	27.37
	Finafiahtan	24.10
	- Guard I	17.26
	- Guard II	21.22
	- Police Officer I	36.17
	- Police Officer II	40.20
	Recreation Occupations	40.20
	- Carnival Equipment Operator	15.34
28042	- Carnival Equipment Repairer	16.58
	- Carnival Worker	11.59
	- Gate Attendant/Gate Tender	17.17
	- Lifequard	15.30
	- Park Attendant (Aide)	19.22
	- Recreation Aide/Health Facility Attendant	14.01
	- Recreation Specialist	23.79
	- Sports Official	15.30
	- Swimming Pool Operator	19.07
	Stevedoring/Longshoremen Occupational Services	20.07
	- Blocker And Bracer	28.29
	- Hatch Tender	28.29
	- Line Handler	28.29
	- Stevedore I	26.44
	- Stevedore II	30.15
	Technical Occupations	

Section C: Performance Work Statement (PWS)

Englebright – Law Enforcement Services 30010 - Air Traffic Control Specialist Center (HFO) (see 2) 30011 - Air Traffic Control Specialist Station (HFO) (see 2) 26.74 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) 30021 - Archeological Technician I 30022 - Archeological Technician II 30023 - Archeological Technician III 30030 - Cartographic Technician 30040 - Civil Engineering Technician 30051 - Cryogenic Technician I 30052 - Cryogenic Technician II 30061 - Drafter/CAD Operator I 30062 - Drafter/CAD Operator II 30063 - Drafter/CAD Operator III 30064 - Drafter/CAD Operator IV 30081 - Engineering Technician II 30082 - Engineering Technician II 30083 - Engineering Technician III 30084 - Engineering Technician IV 30085 - Engineering Technician V 30086 - Engineering Technician VI 30090 - Environmental Technician 29.45 20.33 28.16 33.72 21.24 20.33 22.74 25.34 31.19 16.86 18.93 26.23 32.20 38.82 30090 - Environmental Technician 23.61 30095 - Evidence Control Specialist 19.18 30210 - Laboratory Technician 30221 - Latent Fingerprint Technician I 30222 - Latent Fingerprint Technician II 30240 - Mathematical Technician 30361 - Paralegal/Legal Assistant I 30362 - Paralegal/Legal Assistant II 30363 - Paralegal/Legal Assistant III 30364 - Paralegal/Legal Assistant IV 30375 - Petroleum Supply Specialist 30390 - Photo-Optics Technician 30395 - Radiation Control Technician 30461 - Technical Writer I 30462 - Technical Writer III 30463 - Technical Writer III 30491 - Unexploded Ordnance (UXO) Technician I 30210 - Laboratory Technician 24.85 30.39 36.76 36.10 30491 - Unexploded Ordnance (UXO) Technician I 30492 - Unexploded Ordnance (UXO) Technician II 30492 - Unexploded Ordnance (UXO) Technician II 30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel 30501 - Weather Forecaster I 30502 - Weather Forecaster 24.65 35.74 24.65 24.65 31.19 30502 - Weather Forecaster II 37.94 30620 - Weather Observer Combined Upper Air Or (see 2) 25.34 Surface Programs 30621 - Weather Observer Senior (see 2) 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 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver Light 31362 - Truckdriver Medium 31363 - Truckdriver Heavy 21.32 31364 - Truckdriver Tractor-Trailer 21.32 99000 - Miscellaneous Occupations 9000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 11.97 12.20 99095 - Embalmer 25.00

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
	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
	Surveying Aide	20.83
	Surveying Technician	28.59
	Vending Machine Attendant	20.37
	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:

<code>HEALTH & WELFARE: \$4.54</code> 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

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 premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear""

materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form $1444 \text{ (SF-}1444)}$ **

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6 (b) (2) (iii)).

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

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

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).

- 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.

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

Email: <u>Doug.Plitt@usace.army.mil</u>

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.

B. Work to be Performed:

1. Existing Law Enforcement Patrols:

- a. <u>Land Patrols</u>: Periodic vehicle patrols are performed by Nevada County Deputies through the Narrows Recreation Area and Joe Miller Recreation Areas. These patrols are irregular and are typically conducted only during a call-out response.
- b. <u>Lake Patrols</u>: Enforcement of State and local boating laws are performed by both Nevada County 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. <u>Response to Emergencies</u>: 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. <u>Duties</u>: Provide backup support for the Park Ranger staff during Title 36 enforcement actions on park lands and waterways, and enforce State and local laws as necessary.
- b. <u>Staffing and Reporting</u>: 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. <u>Schedule</u>: Normal patrols shall be provided on **Fridays and Saturdays** during the contract period, in accordance with the Patrol Schedules shown below. Regular hours for patrol services are from 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. <u>CLETS Dispatch Service</u>: 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.

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

Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: http://jko.jten.mil/courses/atl1/launch.html; or it can be provided by the 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

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.

Patrol Schedule FY20 DATE	TIME	ЛОН	JRS	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	The state of the s			
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
57 5711	SUBTOTAL	= 45		360
SEP	SOBIOTAL	43		300
04 - FRI	1900 - 2400	5		40
05 - SAT	1900 - 2400	5		40
06 - SUN	1900 - 2400	5		40
OO DOIY	SUBTOTAL	= 15		120
	555151715	13		120
	GRAND TOTAL	= 180		1,440

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	120
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	320
JUL	,	ب تربز پات ت	40
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	480
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	320
SEP 02 EDI	1000 2400	5	40
03 - FRI	1900 - 2400	5	40
04 - SAT	1900 - 2400	5	40
05 - SUN	1900 - 2400	5	40
	SUBTOTAL	= 15	120

Patrol Schedule J		HOUDE	MILEG	
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	

Patrol Schedule J DATE	<u>ғұ23:</u> тіме	HOURS	MILES
DATE	TIVIE	HOURS	WILES
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

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
31 - 1 Kd	SUBTOTAL	= 20	160
JUN			
01 - SAT	1900 - 2400	5 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
JUL ·	SOBTOTIL	10-432-6427,	Carothe at 51
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
ar Bitt	SUBTOTAL	= 50	400
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	400
SEP		and the contract of	a linu ee noise
01 - SUN	1900 - 2400	5	40
•	SUBTOTAL	= 5	40

Patrol Schedule FY25:

REVISED PRICING SCHEDULE

Line Item	Description	Qty	Unit of Issue	Unit Price	Total Price
0001	Base Year:	2400-1	inger	16	10.16
	Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.		0091 0091 0091 0091	154 157 154 154 154 154	2 (0 2 (0 1 (0 2 80 1 41 2 81
	Period of Performance: 01 May 2020 – 30 April 2021. Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at		0001 0001		R - 80
	916-557-7090.	1400	-11(19) [-1-1	19	
0001AA	This line item shall be for the Hours provided to perform law enforcement duties.	180	EA	\$	\$
	For more information see Statement of Work.		- 00001 - 0000 1 - 000 1		
0001AB	Mileage Rate This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.	1,440	EA (est)	\$	\$
0001AC	CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.	10	EA	\$	\$
001AD	CLETS Dispatch Service: CLETS requests will be limited only to 10 Park Rangers, whose CLETS eligibility and compliance has been verified by the	10	EA	\$	\$

Patrol Schee	dule FY26:	ada County	SHERIT'S	Office.	
				916-557-7090	
				Repgara, whose 61 \$15 aligibility and complaints have been verified by the	
				63 of 68	

Line Item	lule FY27: Description	Qty	Unit of Issue	Unit Price	Total Price
1001	Option Year One (1):		15506	FIICE	4
	Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work. Period of Performance: 01 May 2021 – 30 April 2022. Point of Contacts: Technical – Doug Grothe at 530-432-6427,				
	Contractual – LTC. Daniels at 916-557-7090.			7,	
1001AA	Hourly Service	170	EA (est)	\$	\$
	This line item shall be for the Hours provided to perform law enforcement duties.				
	For more information see Statement of Work.				
1001AB	Mileage Rate This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.	1,360	EA (est)		\$
1001AC	CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.	10	EA	\$	\$
1001AD	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	\$	

Line Patrol Sched Item	Description	Qty	Unit of Issue	Unit Price	Total Price
2001	Option Year Two (2): Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work. Period of Performance: 01 May 2022 – 30 April 2023. Point of Contacts: Technical – Doug Grothe at 530-432-6427,	(a)) ophraet ight bal more omant c ca: 01)		Englebrand Services free street of the control of t	9008
2001AA	Contractual – LTC. Daniels at 916-557-7090. Hourly Service This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.	170	EA (est)	\$	AARDOZ \$
2001AB	Mileage Rate This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.	1,360	EA (est)	\$	SANGGE \$
2001AC	CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.	10	EA		\$
2001AD	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	\$	\$

Line Patrol Sched Item	Description	Qty	Unit of Issue	Unit Price	Total Price
3001	Option Year Three (3): Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work. Period of Performance: 01 May 2023 – 30 April 2024. Point of Contacts: Technical – Doug Grothe at 530-432-6427, Contractual – LTC. Daniels at 916-557-7090.		Lake - C c Law E c Law E r Engleb CA. For see Sts see Sts April 202 critacts - T the at 530 1 - TC	Englebhgt shall provi Services h Smartsville information Vierk, 2022 – 30 Polet of Ce Doug Grot Contractus	
3001AA	This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.	170	EA (est)	\$ 1000 1000 1000 1000 1000 1000 1000 100	\$
3001AB	Mileage Rate This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.	1,360	EA (est)	\$	\$
3001AC	CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.	10	EA	\$	\$
3001AD	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	\$	\$

Line	Description	Qty	Unit of	Unit	Total Price
Item			Issue	Price	
4001	Option Year Four (4): Englebright Lake - Contractor shall provide Law Enforcement Services for Englebright Lake, Smartsville, CA. For more information see Statement of Work.		eng day		
	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.		,		
4001AA	Hourly Service	170	EA		
	This line item shall be for the Hours provided to perform law enforcement duties. For more information see Statement of Work.		(est)	\$	\$
4001AB	Mileage Rate This line item shall be for the Operating Expenses provided to perform law enforcement duties. For more information see Statement of Work.	1,360	EA (est)	\$	\$
4001AC	CLETS –Nevada County Sheriff's Office will provide CLETS training and certification, as well as, training record management for up to 10 Park Rangers.	10	EA	\$	\$

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4001AD	CLETS Dispatch Service: CLETS requests will be limited only to 10 Park	10 EA	\$		
	Rangers, whose CLETS eligibility and compliance has been verified by the Nevada County Sheriff's Office.	ri saY a Jahigh	Cogleb	(O))=	
	avy Enforcement reliebitotit u ake.	I shive Is for F	enello Service Smade		

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