



# **RESOLUTION No. 25-399**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING A RENEWAL CONTRACT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS, FOR THE TERM OF JULY 8, 2025 THROUGH JUNE 30, 2030 WITH A MAXIMUM REIMBURSEMENT AMOUNT OF \$22,569.80 FOR THE FIRST YEAR PERIOD OF JULY 8, 2025, TO JUNE 30, 2026, TO PROVIDE LAW ENFORCEMENT SERVICES AT ENGLEBRIGHT LAKE AND AUTHORIZING THE SHERIFF TO EXECUTE THE CONTRACT**

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

WHEREAS, the contract will be for a five year term with the first base year performance period to be from July 8, 2025 to June 30, 2026 at a reimbursement of \$22,569.80; and

WHEREAS, the contract shall have four annual 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 June 30, 2030.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the renewal contract by and between the County and the US Army Corps of Engineers pertaining to reimbursement for boating safety and law enforcement at Englebright Lake, Smartsville, California, for the term of July 8, 2025 through June 30, 2030, with the first base performance period of July 8, 2025 to June 30, 2026 for an amount up to \$22,569.80, is hereby approved and the Sheriff is hereby authorized to execute the renewal contract on behalf of the County of Nevada.

Funding: 0101 20205 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 12th day of August 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By:





Heidi Hall, Chair

"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 Determinations	Wage Determination No.: 2015-5677 Revision No.: 27 Date Of Last Revision: 05/22/2025

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://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 Occupations		
01011 - Accounting Clerk I		19.74
01012 - Accounting Clerk II		22.16
01013 - Accounting Clerk III		24.79
01020 - Administrative Assistant		35.12
01035 - Court Reporter		23.06
01041 - Customer Service Representative I		18.30
01042 - Customer Service Representative II		19.97
01043 - Customer Service Representative III		22.41
01051 - Data Entry Operator I		18.72
01052 - Data Entry Operator II		20.43
01060 - Dispatcher, Motor Vehicle		25.75
01070 - Document Preparation Clerk		17.66***
01090 - Duplicating Machine Operator		17.66***
01111 - General Clerk I		17.78
01112 - General Clerk II		19.40
01113 - General Clerk III		21.78

01120 - Housing Referral Assistant	24.71
01141 - Messenger Courier	17.94
01191 - Order Clerk I	20.67
01192 - Order Clerk II	22.55
01261 - Personnel Assistant (Employment) I	20.27
01262 - Personnel Assistant (Employment) II	22.68
01263 - Personnel Assistant (Employment) III	25.29
01270 - Production Control Clerk	28.18
01290 - Rental Clerk	21.34
01300 - Scheduler, Maintenance	19.82
01311 - Secretary I	19.82
01312 - Secretary II	22.17
01313 - Secretary III	24.71
01320 - Service Order Dispatcher	23.02
01410 - Supply Technician	35.12
01420 - Survey Worker	26.94
01460 - Switchboard Operator/Receptionist	20.05
01531 - Travel Clerk I	18.49
01532 - Travel Clerk II	20.24
01533 - Travel Clerk III	22.17
01611 - Word Processor I	17.73***
01612 - Word Processor II	19.92
01613 - Word Processor III	22.28
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.11
05010 - Automotive Electrician	27.70
05040 - Automotive Glass Installer	26.06
05070 - Automotive Worker	26.06
05110 - Mobile Equipment Servicer	22.75
05130 - Motor Equipment Metal Mechanic	29.37
05160 - Motor Equipment Metal Worker	26.06
05190 - Motor Vehicle Mechanic	29.37
05220 - Motor Vehicle Mechanic Helper	21.05
05250 - Motor Vehicle Upholstery Worker	24.40
05280 - Motor Vehicle Wrecker	26.06
05310 - Painter, Automotive	27.70
05340 - Radiator Repair Specialist	26.06
05370 - Tire Repairer	18.24
05400 - Transmission Repair Specialist	29.37
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.63
07041 - Cook I	21.76
07042 - Cook II	24.93
07070 - Dishwasher	16.98***
07130 - Food Service Worker	17.37***
07210 - Meat Cutter	20.18
07260 - Waiter/Waitress	16.65***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.78***
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer, Minor	22.17
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.03
11060 - Elevator Operator	19.74
11090 - Gardener	26.18
11122 - Housekeeping Aide	19.74
11150 - Janitor	19.74
11210 - Laborer, Grounds Maintenance	20.47
11240 - Maid or Houseman	17.31***
11260 - Pruner	19.02
11270 - Tractor Operator	24.23
11330 - Trail Maintenance Worker	20.47



11360 - Window Cleaner	21.25
12000 - Health Occupations	
12010 - Ambulance Driver	22.77
12011 - Breath Alcohol Technician	31.78
12012 - Certified Occupational Therapist Assistant	43.60
12015 - Certified Physical Therapist Assistant	38.83
12020 - Dental Assistant	28.80
12025 - Dental Hygienist	56.01
12030 - EKG Technician	48.17
12035 - Electroneurodiagnostic Technologist	48.17
12040 - Emergency Medical Technician	22.77
12071 - Licensed Practical Nurse I	28.41
12072 - Licensed Practical Nurse II	31.78
12073 - Licensed Practical Nurse III	35.44
12100 - Medical Assistant	22.68
12130 - Medical Laboratory Technician	38.52
12160 - Medical Record Clerk	21.96
12190 - Medical Record Technician	24.56
12195 - Medical Transcriptionist	28.41
12210 - Nuclear Medicine Technologist	69.85
12221 - Nursing Assistant I	16.02***
12222 - Nursing Assistant II	18.03
12223 - Nursing Assistant III	19.67
12224 - Nursing Assistant IV	22.08
12235 - Optical Dispenser	22.58
12236 - Optical Technician	28.41
12250 - Pharmacy Technician	23.36
12280 - Phlebotomist	28.99
12305 - Radiologic Technologist	52.90
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II, Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III, Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	39.38
12320 - Substance Abuse Treatment Counselor	30.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	18.39
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	23.70
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	23.09
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.94
14042 - Computer Operator II	23.43
14043 - Computer Operator III	26.11
14044 - Computer Operator IV	29.02
14045 - Computer Operator V	32.14

14071 - Computer Programmer I	(see 1)	23.09
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.94
14160 - Personal Computer Support Technician		29.02
14170 - System Support Specialist		32.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.28
15020 - Aircrew Training Devices Instructor (Rated)		46.32
15030 - Air Crew Training Devices Instructor (Pilot)		55.54
15050 - Computer Based Training Specialist / Instructor		38.28
15060 - Educational Technologist		40.76
15070 - Flight Instructor (Pilot)		55.54
15080 - Graphic Artist		28.18
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.54
15086 - Maintenance Test Pilot, Rotary Wing		55.54
15088 - Non-Maintenance Test/Co-Pilot		55.54
15090 - Technical Instructor		25.32
15095 - Technical Instructor/Course Developer		30.97
15110 - Test Proctor		20.44
15120 - Tutor		20.44
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		18.77
16030 - Counter Attendant		18.77
16040 - Dry Cleaner		21.45
16070 - Finisher, Flatwork, Machine		18.77
16090 - Presser, Hand		18.77
16110 - Presser, Machine, Drycleaning		18.77
16130 - Presser, Machine, Shirts		18.77
16160 - Presser, Machine, Wearing Apparel, Laundry		18.77
16190 - Sewing Machine Operator		22.35
16220 - Tailor		23.25
16250 - Washer, Machine		19.66
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		33.48
19040 - Tool And Die Maker		41.47
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		26.45
21030 - Material Coordinator		28.18
21040 - Material Expediter		28.18
21050 - Material Handling Laborer		19.51
21071 - Order Filler		18.47
21080 - Production Line Worker (Food Processing)		26.45
21110 - Shipping Packer		25.40
21130 - Shipping/Receiving Clerk		25.40
21140 - Store Worker I		17.79
21150 - Stock Clerk		21.96
21210 - Tools And Parts Attendant		26.45
21410 - Warehouse Specialist		26.45
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		36.87
23019 - Aircraft Logs and Records Technician		28.96
23021 - Aircraft Mechanic I		34.88
23022 - Aircraft Mechanic II		36.87
23023 - Aircraft Mechanic III		38.90
23040 - Aircraft Mechanic Helper		24.99
23050 - Aircraft, Painter		32.90
23060 - Aircraft Servicer		28.96
23070 - Aircraft Survival Flight Equipment Technician		32.90
23080 - Aircraft Worker		30.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		30.94

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	34.88
II		
23110	- Appliance Mechanic	33.48
23120	- Bicycle Repairer	26.26
23125	- Cable Splicer	62.77
23130	- Carpenter, Maintenance	36.03
23140	- Carpet Layer	31.49
23160	- Electrician, Maintenance	36.16
23181	- Electronics Technician Maintenance I	31.49
23182	- Electronics Technician Maintenance II	33.48
23183	- Electronics Technician Maintenance III	35.50
23260	- Fabric Worker	29.49
23290	- Fire Alarm System Mechanic	35.50
23310	- Fire Extinguisher Repairer	27.49
23311	- Fuel Distribution System Mechanic	44.74
23312	- Fuel Distribution System Operator	34.64
23370	- General Maintenance Worker	23.31
23380	- Ground Support Equipment Mechanic	34.88
23381	- Ground Support Equipment Servicer	28.96
23382	- Ground Support Equipment Worker	30.94
23391	- Gunsmith I	27.49
23392	- Gunsmith II	31.49
23393	- Gunsmith III	35.50
23410	- Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.55
23430	- Heavy Equipment Mechanic	34.62
23440	- Heavy Equipment Operator	34.65
23460	- Instrument Mechanic	35.50
23465	- Laboratory/Shelter Mechanic	33.48
23470	- Laborer	19.51
23510	- Locksmith	33.48
23530	- Machinery Maintenance Mechanic	33.33
23550	- Machinist, Maintenance	26.41
23580	- Maintenance Trades Helper	20.67
23591	- Metrology Technician I	35.50
23592	- Metrology Technician II	37.52
23593	- Metrology Technician III	39.57
23640	- Millwright	31.69
23710	- Office Appliance Repairer	33.48
23760	- Painter, Maintenance	27.01
23790	- Pipefitter, Maintenance	33.93
23810	- Plumber, Maintenance	32.00
23820	- Pneudraulic Systems Mechanic	35.50
23850	- Rigger	35.50
23870	- Scale Mechanic	31.49
23890	- Sheet-Metal Worker, Maintenance	35.50
23910	- Small Engine Mechanic	26.37
23931	- Telecommunications Mechanic I	34.46
23932	- Telecommunications Mechanic II	36.42
23950	- Telephone Lineman	38.37
23960	- Welder, Combination, Maintenance	24.69
23965	- Well Driller	35.50
23970	- Woodcraft Worker	35.50
23980	- Woodworker	27.49
24000	- Personal Needs Occupations	
24550	- Case Manager	27.05
24570	- Child Care Attendant	18.30
24580	- Child Care Center Clerk	22.81
24610	- Chore Aide	16.09***
24620	- Family Readiness And Support Services Coordinator	27.05
24630	- Homemaker	27.05

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.82
25040 - Sewage Plant Operator	31.69
25070 - Stationary Engineer	34.82
25190 - Ventilation Equipment Tender	24.96
25210 - Water Treatment Plant Operator	31.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.31
27007 - Baggage Inspector	19.95
27008 - Corrections Officer	46.87
27010 - Court Security Officer	38.70
27030 - Detection Dog Handler	22.84
27040 - Detention Officer	46.87
27070 - Firefighter	29.16
27101 - Guard I	19.95
27102 - Guard II	22.84
27131 - Police Officer I	41.90
27132 - Police Officer II	46.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.67
28042 - Carnival Equipment Repairer	23.41
28043 - Carnival Worker	17.01***
28210 - Gate Attendant/Gate Tender	22.91
28310 - Lifeguard	18.40
28350 - Park Attendant (Aide)	25.62
28510 - Recreation Aide/Health Facility Attendant	18.70
28515 - Recreation Specialist	31.74
28630 - Sports Official	20.41
28690 - Swimming Pool Operator	26.82
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.49
29020 - Hatch Tender	31.49
29030 - Line Handler	31.49
29041 - Stevedore I	29.49
29042 - Stevedore II	33.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	38.79
30021 - Archeological Technician I	22.40
30022 - Archeological Technician II	25.06
30023 - Archeological Technician III	31.04
30030 - Cartographic Technician	31.04
30040 - Civil Engineering Technician	30.05
30051 - Cryogenic Technician I	33.58
30052 - Cryogenic Technician II	37.09
30061 - Drafter/CAD Operator I	22.40
30062 - Drafter/CAD Operator II	25.06
30063 - Drafter/CAD Operator III	27.93
30064 - Drafter/CAD Operator IV	34.39
30081 - Engineering Technician I	20.20
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.36
30084 - Engineering Technician IV	31.41
30085 - Engineering Technician V	38.41
30086 - Engineering Technician VI	46.48
30090 - Environmental Technician	30.45
30095 - Evidence Control Specialist	30.33
30210 - Laboratory Technician	28.26
30221 - Latent Fingerprint Technician I	33.58
30222 - Latent Fingerprint Technician II	37.09
30240 - Mathematical Technician	31.04
30361 - Paralegal/Legal Assistant I	23.65
30362 - Paralegal/Legal Assistant II	29.29
30363 - Paralegal/Legal Assistant III	35.82

30364 - Paralegal/Legal Assistant IV	43.34
30375 - Petroleum Supply Specialist	37.09
30390 - Photo-Optics Technician	31.04
30395 - Radiation Control Technician	37.09
30461 - Technical Writer I	30.77
30462 - Technical Writer II	37.63
30463 - Technical Writer III	45.53
30491 - Unexploded Ordnance (UXO) Technician I	32.46
30492 - Unexploded Ordnance (UXO) Technician II	39.27
30493 - Unexploded Ordnance (UXO) Technician III	47.07
30494 - Unexploded (UXO) Safety Escort	32.46
30495 - Unexploded (UXO) Sweep Personnel	32.46
30501 - Weather Forecaster I	34.39
30502 - Weather Forecaster II	41.81
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.93
30621 - Weather Observer, Senior	(see 2) 31.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	39.27
31020 - Bus Aide	16.78***
31030 - Bus Driver	23.89
31043 - Driver Courier	19.20
31260 - Parking and Lot Attendant	16.77***
31290 - Shuttle Bus Driver	18.79
31310 - Taxi Driver	15.04***
31361 - Truckdriver, Light	20.75
31362 - Truckdriver, Medium	22.41
31363 - Truckdriver, Heavy	28.66
31364 - Truckdriver, Tractor-Trailer	28.66
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.15
99030 - Cashier	17.11***
99050 - Desk Clerk	17.57***
99095 - Embalmer	32.46
99130 - Flight Follower	32.46
99251 - Laboratory Animal Caretaker I	20.12
99252 - Laboratory Animal Caretaker II	21.74
99260 - Marketing Analyst	30.62
99310 - Mortician	32.46
99410 - Pest Controller	23.21
99510 - Photofinishing Worker	17.06***
99710 - Recycling Laborer	24.88
99711 - Recycling Specialist	29.45
99730 - Refuse Collector	23.04
99810 - Sales Clerk	17.99
99820 - School Crossing Guard	22.25
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	23.44
99841 - Vending Machine Repairer	29.01
99842 - Vending Machine Repairer Helper	23.44

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

#### **\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

#### **\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made



the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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



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

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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



## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

[illegible]

**Solicitation/Contract Form Continuation**

Englebright Lake Law Enforcement Base Plus Four Years Contract

Header only - Purchase Requisition Number: W62N6M50990465

Date: 08 Jul 2025

North American Industry Classification System (NAICS): 561612

## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	180	Job	USD 99.26	<p>Firm Price USD 17,866.80</p> <p>Funded Amount USD 17,866.80</p>
0002	<p>Mileage - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	1,440	Job	USD 0.70	<p>Firm Price USD 1,008.00</p> <p>Funded Amount USD 1,008.00</p>
0003	<p>CLETS Training - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	10	Job	USD 156.50	<p>Firm Price USD 1,565.00</p> <p>Funded Amount USD 1,565.00</p>
0004	<p>CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price ACRN: AA</p> <p>PR Number: W62N6M50990465 PR Line Item Number: 0001</p>	10	Job	USD 213.00	<p>Firm Price USD 2,130.00</p> <p>Funded Amount USD 2,130.00</p>
Option Line Item 1001	<p>Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.</p> <p>Product Service Code: R430</p>	180	Job	USD 104.22	<p>Firm Price USD 18,759.60</p>

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1002	Mileage - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 1003	CLETS Training - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 1004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 2001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	180	Job	USD 109.43	Firm Price USD 19,697.40
Option Line Item 2002	Mileage - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 2003	CLETS Training - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 2004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 3001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430	180	Job	USD 114.90	Firm Price USD 20,682.00

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3002	Mileage - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 3003	CLETS Training - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 3004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00
Option Line Item 4001	Hourly Wage Rates - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	180	Job	USD 120.64	Firm Price USD 21,715.20
Option Line Item 4002	Mileage - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1,440	Job	USD 0.70	Firm Price USD 1,008.00
Option Line Item 4003	CLETS Training - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 156.50	Firm Price USD 1,565.00
Option Line Item 4004	CLETS Dispatch Service - All work to be completed in accordance with the Performance Work Statement.  Product Service Code: R430 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	10	Job	USD 213.00	Firm Price USD 2,130.00

## **Continuation of Description**

### **Requirements**

Englebright Lake Law Enforcement



## Continuation of Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 3004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922</p>

	<p>UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work to be completed in accordance with the Performance Work Statement.</p> <p>DoDAAC: W91238</p> <p>W075 ENDIST SACRAMENTO KO CONTRACTING DIVISION, 1325 J STREET SACRAMENTO, CA 95814-2922 UNITED STATES</p>

UNITED STATES

Michael Wright

Email: [michael.p.wright@usace.army.mil](mailto:michael.p.wright@usace.army.mil)

Telephone: (530) 432-6427

## Continuation of Deliveries or Performance

From 08 Jul 2025 to 30 Jun 2026

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 08 Jul 2025 To 30 Jun 2026	180 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
0002	Period of Performance From 08 Jul 2025 To 30 Jun 2026	1,440 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
0003	Period of Performance From 08 Jul 2025 To 30 Jun 2026	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
		10 Job	Place of Performance

0004	Period of Performance From 08 Jul 2025 To 30 Jun 2026		DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 1001	Period of Performance From 01 Jul 2026 To 30 Jun 2027	180 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 1002	Period of Performance From 01 Jul 2026 To 30 Jun 2027	1,440 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 1003	Period of Performance	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427



	From 01 Jul 2026 To 30 Jun 2027		
Option Line Item 1004	Period of Performance From 01 Jul 2026 To 30 Jun 2027	10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2001	Period of Performance From 01 Jul 2027 To 30 Jun 2028	180 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
Option Line Item 2002	Period of Performance From 01 Jul 2027 To 30 Jun 2028	1,440 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES</p> <p>Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427</p>
		10 Job	<p>Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF</p>

Option Line Item 2003	Period of Performance From 01 Jul 2027 To 30 Jun 2028		SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 2004	Period of Performance From 01 Jul 2027 To 30 Jun 2028	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 3001	Period of Performance From 01 Jul 2028 To 30 Jun 2029	180 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 3002	Period of Performance From 01 Jul 2028 To	1,440 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427

	30 Jun 2029		
Option Line Item 3003	Period of Performance From 01 Jul 2028 To 30 Jun 2029	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 3004	Period of Performance From 01 Jul 2028 To 30 Jun 2029	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 4001	Period of Performance From 01 Jul 2029 To 30 Jun 2030	180 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
		1,440 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES

Option Line Item 4002	Period of Performance From 01 Jul 2029 To 30 Jun 2030		Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 4003	Period of Performance From 01 Jul 2029 To 30 Jun 2030	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427
Option Line Item 4004	Period of Performance From 01 Jul 2029 To 30 Jun 2030	10 Job	Place of Performance DoDAAC: 969131 ARMY CORPS OF ENGINEERS CIVIL WORKS PROJECT MGR ENGLEBRIGHT DAM, DELIVER VIA DELTA LINES 4 MI N OF SMARTSVILLE, CA 95977 UNITED STATES  Michael Wright Email: michael.p.wright@usace.army.mil Telephone: (530) 432-6427

## Continuation of Accounting and Appropriation Data

ACRN	LOA				Total Amount
AA	^^NA^096^^X^3123^000^^251^D^NA^^^^0000^8736^096042^2451^L2R0420^29540B^29540B^2510^W62N6M50990465^015810^				USD 22,569.80
	Line Item	PR/MIPR - PR Line Item#	CIN	Amount	
	CLIN 0001	W62N6M50990465 - 0001		USD 17,866.80	
	CLIN 0002	W62N6M50990465 - 0001		USD 1,008.00	
	CLIN 0003	W62N6M50990465 - 0001		USD 1,565.00	
	CLIN 0004	W62N6M50990465 - 0001		USD 2,130.00	

## Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

### FAR Clauses Incorporated by Full Text

#### 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services. (Nov 2023)

Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)

(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. 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 Federal Acquisition Regulation (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 of 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 FAR 32.608-2 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; 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.

(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)

## **DFARS Clauses Incorporated by Full Text**

### **252.211-7003 Item Unique Identification and Valuation.**

**(Jan 2023)**

#### **ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)**

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO) /International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes

thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If items are identified in the Schedule, insert "See Schedule in this table.")

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number \_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats

specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) \_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

# Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

## FAR Clauses Incorporated by Full Text

### 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. (Jan 2025)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (14) [Reserved].
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (19)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
- (21)
- (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jan 2025) of 52.219-9.
- (22)
- (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- X (26) (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- X (ii) Alternate I (Mar 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- X (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
- X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

X (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(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.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

(46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

X (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025) of 52.225-3.

(iv) Alternate III (Feb 2024) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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



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

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

X (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records

Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## Addendum to Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.242-13	Bankruptcy.	Jul 1995		
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		

### FAR Clauses Incorporated by Full Text

#### 52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

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>

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract.

(Mar 2000)

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 10 days; 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 60 months/5 years.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

PWS & Wage Determination

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PWS	Performance Work Statement		10 Jun 2025			Attachment	No
0002	Wage Determination 2015-5677	Wage Determination		07 Jul 2025			Attachment	No



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

**Part A - General Information:**

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

Englebright Lake  
12896 Englebright Dam Road  
Smartsville, CA 95977

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

**PART B – CONTRACTOR RESPONSIBILITIES:**

**B. Work to be Performed:**

**1. Existing Law Enforcement Patrols:**

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

b. **Lake Patrols:** Enforcement of State and local boating laws are performed by both Nevada County. These patrols may consist of one, two and three summer weekend daytime patrols that are typically up to four hours in length. Occasional summer weekday patrols are performed. Services are supported by California Department of Boating and Waterways funding.

c. **Response to Emergencies:** There is on-call service provided by both Nevada County and the agencies respond to all emergencies. Response times vary, but it may take more than an hour if an emergency occurs at one of the shoreline recreation areas that are accessible only by boat.

## **2. Increased Services to be performed:**

a. **Duties:** Provide backup support for the park Ranger staff during Title 36 enforcement actions on park lands and waterways and enforce State and local laws as necessary.

b. **Staffing and Reporting:** The Sheriff's Department will provide the COR with the name of the deputy who will act as the Contract Service Coordinator. This deputy will be contacted by Englebright Lake to coordinate requests for additional patrols and to discuss services and problems. Crimes, accidents and other reportable incidents will be reported to any on duty park ranger, or to the COR, as soon as possible, either by radio, personal contact, email or by telephone during business hours at (530) 432-6427. The Government shall provide a patrol vessel and operator during patrols of the lake.

c. **Schedule:** Normal patrols shall be provided on **Fridays and Saturdays** during the contract period, in accordance with the Patrol Schedules shown below. Regular hours for patrol services are from 1700 to 2200 hours (5 hours). Additional patrols shall also be provided for **Operation Dry Water** on the day of the event, as well as on **Sundays** during holiday weekends.

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

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

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



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

## **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/at11/launch.html>; or it can be provided by the Requiring Activity (RA) Antiterrorism Officer (ATO) in presentation form which will be documented via memorandum."

**2. Access and General Protection/Security Policy and Procedures.** This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated 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."

**4. Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract awards. \*When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

**5. Accident Prevention Program:** Within 5 calendar days after contract award, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer Representative (COR) for review and acceptance. Before initiation of work, a site-specific Accident Prevention Plan (APP) with appropriate appendices written in English by the Prime Contractor for the specific work and hazards of the contract, and implementing in detail the pertinent requirements of the most recent edition of EM 385-1-1 will be reviewed and found acceptable by the COR. APPs shall be developed and submitted by the Contractor in the formats provided in Appendix A of the most recent edition of EM 385-1-1. The Contractor shall address each of the elements/sub elements in the outline contained in Appendix A in the order they are provided in the Manual. If by the nature of the work an item is not applicable, the Contractor will so state and provide a justification for why that element/sub-element is not applicable. The APP will be developed by qualified personnel and will be signed in accordance with Appendix A.1, EM 385-1-1. The Contractor shall be responsible for documenting the qualified person's credentials. The Contractor's APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.

**6. Permits:** The contractor shall, without any additional expense to the government provide all of the necessary/required licenses or permits for the completion of this contract. The contractor shall comply with all Federal, state, county and municipal laws, codes, and/or regulations in connection with the performance of specified work.

**7. Safety:** All work shall be performed in accordance with safety requirements set forth in the Corps of Engineers Safety Manual, EM 385-1-1, entitled Safety and Health Requirements Manual, 30 November 2014. Copies are available at the request of the contractor. The Army Corps of Engineers, Sacramento District Safety office will approve all Safety Plans.

**8.** The contractor is liable for all damage to property, equipment, and landscape features in performance of this work. Any such damage shall be immediately reported to the Contracting Officers Representative and repaired at the contractor's expense.

## **PART C – GOVERNMENT RESPONSIBILITIES:**

## **1. FACILITIES AND EQUIPMENT:**

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

## **3. PAYMENT:**

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

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

Original invoice only WITHOUT additional information or supporting documentation:

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

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

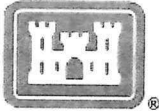
Englebright Lake  
ATTN: COR once awarded  
12896 Englebright Dam Road  
Smartsville, CA 95977

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

b. 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.

**Location Attachments: Maps of Service Area**

# Englebright Lake Campground & Mooring Map



**U.S. Army Corps  
of Engineers**  
Sacramento District

## Fee Information

All vehicles  
\$10.00 per day User Fee  
(includes parking & boat launching)  
Pay at launch ramps or store  
\$40.00 Annual Pass for Daily Recreation  
Contact Park Ranger Office for  
Discount Passes (530) 432-6427

**Lake Levels Vary Daily!  
Very Shallow Beaches!**  
Moor your boat in  
at least **3 ft of water**

