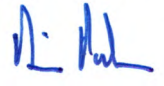
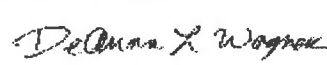


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 37	
2. CONTRACT NO. W9123822P0018		3. AWARD/EFFECTIVE DATE 15-Apr-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922 TEL: FAX:		CODE W91238		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO PINE FLAT LAKE ADAM THOMPSON P.O. BOX 117 27295 PINE FLAT ROAD SANGER, CA PIEDRA CA 93649		CODE L2M0441		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR FRESNO, COUNTY OF SHERIFFS DEPT JIM ENGELMAN 2200 FRESNO ST FRESNO CA 93721-1703 TELEPHONE NO. (209) 488-3939		CODE 1YCS1		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER CIVIL FUNDED CONTRACTS 5722 INTEGRITY DRIVE ATTN: CEFC-FP MILLINGTON TN 38054-5005	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	
		SEE SCHEDULE				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$88,625.40	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <i>Emailed proposal rates</i> OFFER DATED <u>12-Apr-2022</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Brian Pacheco, Chairman		30c. DATE SIGNED 6-21-22		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DEANNA L MANNEL / Added by UPASS TEL: 916-557-6600		31c. DATE SIGNED 21-Apr-2022	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

er@usace.army.mil

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

By  Deputy

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)	PAGE 2 OF 37
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
41c. DATE	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Pine Flat Lake -Law Enforcement Services 15 APR 2022 - 14 MAR 2023 FFP Fresno County Sheriff's Deputy III shall be invoiced at \$114.98 per hour and the Overtime rate shall be invoiced at \$65.26 per hour. Fresno County Reserve Officer shall be invoiced at \$24.79 per hour. Not to exceed 810 hours during the performance period. All work shall be performed in accordance with the Performance Work Statement, dated 15 March 2022 with the Period of Performance outlined in Section 7. FOB: Destination PSC CD: R499	1	Job	\$88,625.40	\$88,625.40
				NET AMT	\$88,625.40
	ACRN AA CIN: W62N6M207655030001				\$88,625.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Year 1 - Law Enforcement Services 15 MAR 2023 - 14 MAR 2024 FFP Fresno County Sheriff's Deputy III shall be invoiced at \$123.50 per hour and the Overtime rate shall be invoiced at \$65.26 per hour. Fresno County Reserve Officer shall be invoiced at \$25.42 per hour. Not to exceed 820 hours during the performance period. All work shall be performed in accordance with the Performance Work Statement, dated 15 March 2022 with the Period of Performance outlined in Section 7. **These are estimated rates. Actual rates provided by Fresno County will be incorporated prior to exercising this option year.* FOB: Destination PSC CD: R499	1	Job	\$91,955.60	\$91,955.60
				NET AMT	\$91,955.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option Year 2 - Law Enforcement Services	1	Job	\$96,100.80	\$96,100.80

15 MAR 2024 - 14 MAR 2025

FFP

Fresno County Sheriff's Deputy III shall be invoiced at \$132.02 per hour, and the Overtime rate shall be invoiced at \$65.26 per hour.

Fresno County Reserve Officer shall be invoiced at \$26.05 per hour.

Not to exceed 840 hours during the performance period.

All work shall be performed in accordance with the Performance Work Statement, dated 15 March 2022 with the Period of Performance outlined in Section 7.

These are estimated rates. Actual rates provided by Fresno County will be incorporated prior to exercising this option year.

FOB: Destination

PSC CD: R499

NET AMT

\$96,100.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option Year 3 - Law Enforcement Services	1	Job	\$96,849.00	\$96,849.00

15 MAR 2025 - 14 MAR 2026

FFP

Fresno County Sheriff's Deputy III shall be invoiced at \$140.54 per hour, and the Overtime rate shall be invoiced at \$65.26 per hour.

Fresno County Reserve Officer shall be invoiced at \$26.08 per hour.

Not to exceed 810 hours during the performance period.

All work shall be performed in accordance with the Performance Work Statement, dated 15 March 2022 with the Period of Performance outlined in Section 7.

These are estimated rates. Actual rates provided by Fresno County will be incorporated prior to exercising this option year.

FOB: Destination

PSC CD: R499

NET AMT

\$96,849.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option Year 4 - Law Enforcement Services 15 MAR 2026 - 14 MAR 2027 FFP Fresno County Sheriff's Deputy III shall be invoiced at \$149.06 per hour, and the Overtime rate shall be invoiced at \$65.26 per hour. Fresno County Reserve Officer shall be invoiced at \$27.31 per hour. Not to exceed 830 hours during the performance period. All work shall be performed in accordance with the Performance Work Statement, dated 15 March 2022 with the Period of Performance outlined in Section 7. **These are estimated rates. Actual rates provided by Fresno County will be incorporated prior to exercising this option year.** FOB: Destination PSC CD: R499	1	Job	\$104,046.72	\$104,046.72
NET AMT					\$104,046.72

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 15-APR-2022 TO 31-MAR-2023	N/A	PINE FLAT LAKE ADAM THOMPSON P.O. BOX 117 27295 PINE FLAT ROAD SANGER, CA PIEDRA CA 93649 559-787-2589 FOB: Destination	L2M0441
1001	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0441
2001	POP 01-APR-2024 TO 31-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0441
3001	POP 01-APR-2025 TO 31-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0441
4001	POP 01-APR-2026 TO 31-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	L2M0441

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2022 3123 000 0000 CCS: 210 L2 2022 08 2451 014040 96042 2510 262C74
AMOUNT: \$88,625.40

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W62N6M207655030001	\$88,625.40

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
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
52.246-25	Limitation Of Liability--Services	FEB 1997
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Reserved.
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

(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 and Other Covered Entities (NOV 2021) (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

XX (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. 2402).

- ___ (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.)
- XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- ___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (13) [Reserved]
- ___ (14)(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.
- ___ (15)(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.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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 (SEP 2021) of 52.219-9.
- ___ (18) (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.

- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- XX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- XX (32)(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.
- XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (35)(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).
- XX (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 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.)
- ____ (37)(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.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (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. 2302 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) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

XX (56) 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. 2307(f)).

XX (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(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.]

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

XX (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).

XX (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).

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

XX (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).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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.

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

- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 - (xi) 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.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
 - (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 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).
 - (xv) 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)
 - (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 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.
 - (xxii) 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)

(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 5 YEARS.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 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 5 YEARS.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of clause)

PERFORMANCE WORK STATEMENT

**Performance Work Statement
Law Enforcement Services for Pine Flat Dam & Lake
15 March 2022**

Purpose: To provide increased Law Enforcement Services within Pine Flat Dam and Lake Project boundaries, Fresno County, California.

1. Introduction

This Performance Work Statement describes the basic objectives for Law Enforcement Services at Pine Flat Lake, including multiple areas within the Pine Flat Dam and Lake project boundaries, Fresno County, CA. Areas where services are to be performed include; Park Headquarters, Pine Flat Dam, Kings River Wildlife Area including raised picnic area, Pine Flat Dam Restricted Area, Deer Creek Recreation Area, Island Park Recreation Area, Island Park Campground, Deer Creek Point Group Area, Lakeview Recreation Area, Trimmer Recreation Area, Trimmer Campground and all other non-designated recreation areas within the Pine Flat Lake Project boundaries.

2. Description of Services

Pine Flat Dam and Lake is located in Fresno County and within "Area 4 – King 31 Beat" of the Fresno County Sheriff's Department's designated beat patrol routes. The existing law enforcement patrol standard for Area 4 is twenty-four (24) hour daily land patrol. Designated patrol time conducted on government property and the area around Pine Flat Dam & Lake varies. Deputy response time from another location in Area 4 can take up to 45 minutes or more depending on the response location. Boat patrol on the lake is normally provided by the Sheriff's Department between 1000 hours and 2000 hours by the boating enforcement unit on Friday, Saturday, Sunday, and holidays that fall on a Monday during the recreation season (Memorial Day through Labor Day). The Sheriff, as he/she deems necessary, reserves the right to change service schedules and/or otherwise alter levels of out-of-contract services in "Area 4" as necessary.

3. Ability to Perform

The Contractor and their employees shall be responsible for maintaining accurate and detailed records as required by the contract.

The Contractor and their employees shall be capable of communicating with visitors, other contractors, outside agencies and project personnel in a respectful and courteous manner.

The Contractor shall furnish competent personnel. If employees furnished prove to be incompetent, the Contractor shall remove them and furnish satisfactory employees at the discretion of the COR.

The Contractor shall comply with all applicable Federal, State, and local regulations.

The Contractor shall identify and provide the COR and his/her designated representative with a POC for communications that may occur outside of business hours. The Contractor and/or designated POC shall return all calls to the COR or his/her designated representative within 24 hours.

4. Materials, Equipment & Supplies

The Contractor shall be responsible for all materials and equipment in their possession. The Contractor shall be accountable for any loss, damage, or misuse of government equipment being used during the performance of contractual services.

The Contractor shall be responsible for all keys, lock combinations and access cards issued. Keys, lock combinations and access cards are for the exclusive use of the Contractor while performing contractual services. The Contractor shall be liable for any costs associated with changing locks due to lost keys. Key loss shall be reported to the COR immediately.

The contractor shall be responsible for the addition of USACE radio channels (PINEFLAT and BEARMTN) to all vehicles and vessels used during the duration of the contract, the cost for this service shall be included into the total contract estimate.

5. Reporting

The Contractor shall submit a monthly invoice for payment, verifying that all units, quantities, and amounts are true and correct.

The Contractor shall maintain an accurate record of, and shall notify the COR immediately of, the occurrence/discovery, of any accidents resulting in death, injury, occupational disease, and/or damage to property or equipment, incidental to work performed under this contract.

The Contractor shall maintain an accurate record of, and shall notify the COR immediately of, any law enforcement action that results in an arrest on U.S. Army Corps of Engineers (USACE) property. The Contractor shall also maintain an accurate record of, and shall notify the COR immediately of, any law enforcement action that results in an arrest conducted off USACE property, if the crime initially occurred at or on USACE property.

All personal property found anywhere on Government property shall be accounted for and turned over to a Park Ranger for inclusion into the Lost and Found Program.

The Contractor shall report any crime, accidents, vandalism, and other incidents that occur on Government property, and/or any potential safety hazards encountered while performing services to any on-duty Park Ranger by either radio, telephone, or in person. After duty hours, serious incidents shall be reported to the COR on the morning of the following day using the contact information provided in the provided briefing book at start of contract services. (during business hours 559-787-2589 - office, or after business hours 559-787-3431 - dam operator).

The Contractor shall submit a final report totaling the number of actions taken while performing contract services for the following law enforcement actions; Arrests (BUI/DUI), Arrests (Other), Citations (Boating), Citations (Other), Accident Investigations, Search and Rescues, Suspicious Activities, and Visitor Assists. This report shall be submitted with the final invoice after the end of the contract period.

6. Security

The Contractor shall maintain all keys, combinations, codes, passwords and instructions in a confidential and secure manner.

The Contractor shall immediately report all incidents of trespass and/or suspicious activity into or around the Misty Flat Restricted Area below Pine Flat Dam. All incidents of trespass or suspicious activity in this area are required to be documented and reported by USACE personnel (Park Rangers).

7. Services to be Performed

Law Enforcement Services include but are not limited to combination of land and/or water patrols occurring on Thursdays, Fridays, Saturdays, Sundays and/or Mondays, in three (3), or four (4) day, stretches. Shift times may vary according to visitation trends, which shall be discussed and agreed upon by both the government and contractor to meet the mission and operational goals for all parties involved. A patrol on foot with Park Rangers at the Island Park Campground shall occur at 2200 hours on Fridays and Saturdays, on Sundays before a Monday holiday, AND on Independence Day when it falls on a Monday, Tuesday or Wednesday.

Pine Flat Lake shall require one (1) patrol-trained Deputy Sheriff on Fridays, Saturdays, and Sundays, for a 10-hour shift, typically 1400-2400 hours for the periods April 01 through the Sunday in May prior to Memorial Day Weekend, and the Friday following Labor Day through September 30. These shifts shall be invoiced at the overtime hourly rate.

Pine Flat Lake shall require one (1) Ocean Unit Deputy Sheriff AND one (1) Ocean Unit Reserve Deputy, for an 8-hour shift, typically Thurs-Sun OR Fri-Mon, from 1600-2400 hours for the period beginning the Thursday before Memorial Day Weekend through Labor Day. These shifts shall be invoiced at the fully-burdened hourly rate.

NOTE: Independence Day in 2023 (Option Year 1) falls on a Tuesday. An additional land/water patrol shift shall be added to the schedule on that day.

8. Estimated Service Schedule/Frequency

The days of service as outlined above in Section 7 shall be discussed with the COR to determine regularly scheduled service days prior to commencement of services. If unforeseen events cause a variation in the scheduled service, the Contractor shall notify the COR twenty-four hours in advance of the delay or cancellation. Failure to provide the service or variation from the agreed service schedule shall require written explanation by the Contractor. If and when additional service(s) are added, the schedule shall be modified.

9. Protection and Use of Government Facilities and Equipment

The work to be performed is within the boundaries of public areas. The Contractor's attention is directed to the needs for extreme caution and care while driving and operating equipment. Safety requirements of EM-385-1-1 shall apply to all work. A copy of the Engineering Manual is available at the Park Headquarters for review or on-line at:

[http://140.194.76.129/publications/eng-manuals/em385-1-1/2008 English/entire_2008 English.pdf](http://140.194.76.129/publications/eng-manuals/em385-1-1/2008%20English/entire_2008_English.pdf).

The Contractor shall be responsible for restoring any Government facilities or property damaged as a result of the Contractor's operations. Reasonable care shall be used to avoid damage to existing structures, equipment, facilities, and vegetation in the areas serviced. Any damage shall be repaired or replaced as directed by the COR, and at no cost to the Government. If the Contractor does not make such repairs or replacement, the cost thereof shall be deducted from normal contract payments.

10. Performance Evaluation Meeting

The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting with the Contractor, Contracting Officer (KO) and the Contracting Officer's Representative (COR). A mutual effort shall be made to resolve all problems identified. The Government shall prepare written minutes of the meeting. The Contractor, KO, and the COR shall sign minutes of the meeting(s).

Should the Contractor not concur with the minutes, he/she shall state in writing to the Contracting Officer within ten (10) calendar days any areas he does not concur and explain the reasons for non-concurrence. The Contracting Officer shall review and consider the reasons submitted for the Contractor's non-concurrence and make a decision. The Contracting Officer shall notify the Contractor of the decision in writing within ten (10) calendar days.

11. Remedial Actions

The COR shall verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation shall be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.

If the Government creates any discrepancies in contract services, these shall not be counted against the Contractor's performance.

When the Contractor is not meeting the limits of satisfactory performance, a CDR shall be issued to the Contractor. The seriousness of the failures should govern whether to issue a CDR at the end of the period, or as soon as the limits of satisfactory performance is exceeded.

When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment, a percentage of that payment as indicated in the Performance of Work Requirements Summary (Attachment A).

If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR shall be issued and the appropriate amount shall be deducted from the periodic

payment in accordance with the disincentive rate listed in the attached Performance of Work Requirements Summary (Attachment A).

A third CDR shall be the cause for a Cure Notice. However, the Contracting Officer may issue a Cure Notice or Show Cause letter at any time he/she deems appropriate. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.

12. Contractor's Quality Control Plan (QCP):

The Contractor shall establish and maintain a complete QCP to ensure the requirements of this contract are provided as specified. This QCP shall be discussed with the COR and approved prior to award of the contract. The COR shall review the QCP and list any needed clarifications and return to the Contractor for response. The Contractor's QCP shall include the following, or have incorporated into the document during performance of the contract, at a minimum:

An inspection plan covering all services is required by this contract. The inspection plan shall specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished and documented, and shall specify the title of the individual(s) who shall perform the inspections.

On-site records of all inspections conducted by the Contractor noting necessary corrective actions taken. The Government reserves the right to request copies of any and/or all inspections.

Active or established internal policies and procedures for updating equipment and procedures that may affect the performance of the contract.

Methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable, and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

Identify the character, physical capabilities, certifications and ongoing training of each employee performing services under the contract.

Contain a log to account for all requests for immediate services. The log shall indicate the date and time of services, and description of results and completion of these services. The log shall also contain any complaints or problems, with procedures taken, to allow for corrections and/or elimination before effects caused interruption of performance of the contract.

13. Authorities/Technical Direction

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

14. Payment and Invoices

Invoices for payment shall be submitted upon completion of tasks as outlined in the pricing/payment schedule. Invoices shall include all necessary information, including any necessary supporting documentation required as part of this Performance Work Statement. All invoices must reflect the contract number W9123822P0018, see Block 2 of the Standard Form 1449. The final invoice must be marked "FINAL." Copies of all invoices shall be provided to the following:

A copy each of invoice WITH all necessary supporting documentation as required by this Performance Work Statement shall be mailed to the following individuals:

U.S. Army Corps of Engineers
CESPK-ODS-P
P.O. Box 117
Piedra, CA 93649-0117
Ph: (559) 787-2589

15. Contract Payments

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

The Contractor shall be paid at the completion of services for the amount of work accomplished. Failure to complete any of the required items defined in the contract specifications for a particular service shall be cause for that service to be considered incomplete in its entirety. Incomplete services are not billable by the Contractor. As per the Performance Work Statement, if work accomplished is unsatisfactory and does not meet the contract specifications, the Contractor shall be subject to the parameters set forth in the Performance Work Statement, and may be held liable for any costs to the Government to correct the problem. The COR shall verify invoices before payment shall be authorized.

The Contractor shall submit a monthly invoice for payment, verifying that all units, quantities and amounts are true and correct. Invoices shall be mailed to Pine Flat Lake Park Headquarters. The invoices may also be faxed to Park Headquarters at (559) 787-2773 or emailed in either Microsoft Word, Excel or in a PDF format to the COR. An invoice number, the billing period services performed, and itemized line item charges shall be indicated on the invoice. Hours performed shall be submitted separately with each invoice on a Safety Exposure Report (CESPD Form 94-R). Invoices shall not be processed without the Safety Exposure Report. The final payment shall be authorized when all Government issued equipment has been returned and all reporting requirements have been met.

QUALITY ASSURANCE SURVEILLANCE PLAN

The QASP shall consist of periodic inspections conducted by the COR or their designated representative. A surveillance report shall be prepared by the KO and forwarded to the Contractor. The Contractor shall respond to any complaints and/or ratings of poor performance within five (5) calendar days, after receipt of the report.

PERFORMANCE OF WORK REQUIREMENTS SUMMARY

1. The purpose of this exhibit is to:
 - a. List the contract requirements considered most critical to acceptable contract performance.
 - b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.

- c. Define the procedures the Government shall use in reducing the Contractor’s monthly payment if satisfactory performance is not rendered.
2. The Government’s quality assurance procedures are based on actual performance of the contract and all areas shall be reviewed periodically.
3. The criteria for acceptable and/or unacceptable performance are as follows:
- a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable by the Government.
 - b. If the quality of work does not comply with the contract requirements, the COR shall initiate, and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - c. The CDR shall require the Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented in the future. The Contractor shall not be paid for services not rendered in accordance with the standards set forth in this contract.
 - d. If the level of performance is deemed unacceptable to the Government, concurrent with two unsatisfactory ratings, monthly payment shall be reduced for unsatisfactory performance by the percentage as shown in the chart below:

<i>Performance Standard</i>	<i>Acceptable Quality Level</i>	<i>Method and Frequency of Inspection</i>	<i>Remedy</i>
Provide law enforcement services per specifications outlined in PWS	100% required	Random quality assurance inspections by the COR	Remedy: The Contractor shall develop a plan for completion of Law Enforcement Contract requirements. Continuous review until performance is satisfactory.
Report all incidents and accidents as outlined in Section 8.	100% required	Monthly record inspection by the COR	Remedy: The Contractor shall develop a plan for completion of all reporting requirements. Continuous review until performance is satisfactory.
Submit Safety Exposure Report, CESPД Form 94-R with monthly invoice.	100% required	Reviewed and approved by the COR prior to initialization of contract payment.	Remedy: The Contractor shall develop a plan for completion of all reporting requirements. Continuous review until performance is satisfactory.

WAGE DETERMINATION

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

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

Daniel W. Simms

Division of

Wage Determination No.: 2015-5609
Revision No.: 16

Director Wage Determinations | Date Of Last Revision: 12/27/2021

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 \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

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 \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

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.

State: California

Area: California County of Fresno

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.45
01012 - Accounting Clerk II		18.47
01013 - Accounting Clerk III		20.67
01020 - Administrative Assistant		27.94
01035 - Court Reporter		37.03
01041 - Customer Service Representative I		13.50
01042 - Customer Service Representative II		15.02
01043 - Customer Service Representative III		16.53
01051 - Data Entry Operator I		15.13
01052 - Data Entry Operator II		16.50
01060 - Dispatcher Motor Vehicle		18.11
01070 - Document Preparation Clerk		17.70
01090 - Duplicating Machine Operator		17.70
01111 - General Clerk I		14.03
01112 - General Clerk II		15.30
01113 - General Clerk III		17.18
01120 - Housing Referral Assistant		20.72
01141 - Messenger Courier		15.40
01191 - Order Clerk I		16.27

01192 - Order Clerk II	17.75
01261 - Personnel Assistant (Employment) I	17.37
01262 - Personnel Assistant (Employment) II	19.44
01263 - Personnel Assistant (Employment) III	21.67
01270 - Production Control Clerk	21.10
01290 - Rental Clerk	15.64
01300 - Scheduler Maintenance	16.62
01311 - Secretary I	16.62
01312 - Secretary II	18.60
01313 - Secretary III	20.72
01320 - Service Order Dispatcher	17.51
01410 - Supply Technician	27.94
01420 - Survey Worker	20.35
01460 - Switchboard Operator/Receptionist	15.44
01531 - Travel Clerk I	15.35
01532 - Travel Clerk II	16.15
01533 - Travel Clerk III	17.49
01611 - Word Processor I	16.12
01612 - Word Processor II	18.10
01613 - Word Processor III	20.25
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.49
05010 - Automotive Electrician	19.40
05040 - Automotive Glass Installer	18.28
05070 - Automotive Worker	18.28
05110 - Mobile Equipment Servicer	16.09
05130 - Motor Equipment Metal Mechanic	20.50
05160 - Motor Equipment Metal Worker	18.29
05190 - Motor Vehicle Mechanic	20.50
05220 - Motor Vehicle Mechanic Helper	15.00
05250 - Motor Vehicle Upholstery Worker	17.20
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter Automotive	19.40
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.57
05400 - Transmission Repair Specialist	20.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.70
07041 - Cook I	15.12
07042 - Cook II	17.18
07070 - Dishwasher	13.20
07130 - Food Service Worker	13.67
07210 - Meat Cutter	16.42
07260 - Waiter/Waitress	13.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	12.80
09080 - Furniture Refinisher	18.10
09090 - Furniture Refinisher Helper	14.70
09110 - Furniture Repairer Minor	16.86
09130 - Upholsterer	18.10
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.82
11060 - Elevator Operator	14.82
11090 - Gardener	19.19
11122 - Housekeeping Aide	14.87
11150 - Janitor	14.87
11210 - Laborer Grounds Maintenance	15.57
11240 - Maid or Houseman	14.56
11260 - Pruner	14.86
11270 - Tractor Operator	17.88
11330 - Trail Maintenance Worker	15.57

11360 - Window Cleaner	15.62
12000 - Health Occupations	
12010 - Ambulance Driver	18.28
12011 - Breath Alcohol Technician	22.17
12012 - Certified Occupational Therapist Assistant	34.03
12015 - Certified Physical Therapist Assistant	35.34
12020 - Dental Assistant	18.06
12025 - Dental Hygienist	44.44
12030 - EKG Technician	35.87
12035 - Electroneurodiagnostic Technologist	35.87
12040 - Emergency Medical Technician	18.28
12071 - Licensed Practical Nurse I	19.81
12072 - Licensed Practical Nurse II	22.17
12073 - Licensed Practical Nurse III	24.72
12100 - Medical Assistant	17.27
12130 - Medical Laboratory Technician	31.31
12160 - Medical Record Clerk	17.61
12190 - Medical Record Technician	19.71
12195 - Medical Transcriptionist	20.13
12210 - Nuclear Medicine Technologist	58.04
12221 - Nursing Assistant I	12.18
12222 - Nursing Assistant II	13.69
12223 - Nursing Assistant III	14.94
12224 - Nursing Assistant IV	16.77
12235 - Optical Dispenser	22.14
12236 - Optical Technician	19.81
12250 - Pharmacy Technician	19.38
12280 - Phlebotomist	20.09
12305 - Radiologic Technologist	39.50
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	32.25
12313 - Registered Nurse II Specialist	32.25
12314 - Registered Nurse III	41.05
12315 - Registered Nurse III Anesthetist	41.05
12316 - Registered Nurse IV	46.77
12317 - Scheduler (Drug and Alcohol Testing)	27.46
12320 - Substance Abuse Treatment Counselor	23.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	31.31
13012 - Exhibits Specialist II	38.77
13013 - Exhibits Specialist III	47.42
13041 - Illustrator I	31.31
13042 - Illustrator II	38.77
13043 - Illustrator III	47.42
13047 - Librarian	42.94
13050 - Library Aide/Clerk	15.54
13054 - Library Information Technology Systems Administrator	39.43
13058 - Library Technician	19.97
13061 - Media Specialist I	27.97
13062 - Media Specialist II	31.31
13063 - Media Specialist III	34.90
13071 - Photographer I	17.75
13072 - Photographer II	20.20
13073 - Photographer III	22.39
13074 - Photographer IV	28.02
13075 - Photographer V	33.89
13090 - Technical Order Library Clerk	19.51
13110 - Video Teleconference Technician	23.47
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.74
14042 - Computer Operator II	19.86

14043 - Computer Operator III	22.14
14044 - Computer Operator IV	24.60
14045 - Computer Operator V	27.25
14071 - Computer Programmer I	(see 1) 22.87
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	17.74
14160 - Personal Computer Support Technician	24.60
14170 - System Support Specialist	32.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.58
15020 - Aircrew Training Devices Instructor (Rated)	34.58
15030 - Air Crew Training Devices Instructor (Pilot)	41.39
15050 - Computer Based Training Specialist / Instructor	28.58
15060 - Educational Technologist	46.80
15070 - Flight Instructor (Pilot)	41.39
15080 - Graphic Artist	24.79
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.92
15086 - Maintenance Test Pilot Rotary Wing	40.92
15088 - Non-Maintenance Test/Co-Pilot	40.92
15090 - Technical Instructor	24.53
15095 - Technical Instructor/Course Developer	30.00
15110 - Test Proctor	19.80
15120 - Tutor	19.80
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.29
16030 - Counter Attendant	15.29
16040 - Dry Cleaner	17.89
16070 - Finisher Flatwork Machine	15.29
16090 - Presser Hand	15.29
16110 - Presser Machine Drycleaning	15.29
16130 - Presser Machine Shirts	15.29
16160 - Presser Machine Wearing Apparel Laundry	15.29
16190 - Sewing Machine Operator	18.23
16220 - Tailor	18.96
16250 - Washer Machine	16.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.12
19040 - Tool And Die Maker	30.81
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.48
21030 - Material Coordinator	21.10
21040 - Material Expediter	21.10
21050 - Material Handling Laborer	14.79
21071 - Order Filler	14.74
21080 - Production Line Worker (Food Processing)	15.48
21110 - Shipping Packer	15.59
21130 - Shipping/Receiving Clerk	15.59
21140 - Store Worker I	14.73
21150 - Stock Clerk	17.17
21210 - Tools And Parts Attendant	15.48
21410 - Warehouse Specialist	15.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.56
23019 - Aircraft Logs and Records Technician	26.72
23021 - Aircraft Mechanic I	31.86
23022 - Aircraft Mechanic II	33.56
23023 - Aircraft Mechanic III	35.27

23040 - Aircraft Mechanic Helper	23.63
23050 - Aircraft Painter	30.16
23060 - Aircraft Servicer	26.72
23070 - Aircraft Survival Flight Equipment Technician	30.16
23080 - Aircraft Worker	28.41
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.41
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.86
23110 - Appliance Mechanic	25.76
23120 - Bicycle Repairer	14.87
23125 - Cable Splicer	28.19
23130 - Carpenter Maintenance	26.02
23140 - Carpet Layer	18.84
23160 - Electrician Maintenance	29.52
23181 - Electronics Technician Maintenance I	25.38
23182 - Electronics Technician Maintenance II	26.94
23183 - Electronics Technician Maintenance III	28.46
23260 - Fabric Worker	23.65
23290 - Fire Alarm System Mechanic	26.09
23310 - Fire Extinguisher Repairer	22.14
23311 - Fuel Distribution System Mechanic	28.63
23312 - Fuel Distribution System Operator	21.67
23370 - General Maintenance Worker	20.08
23380 - Ground Support Equipment Mechanic	31.86
23381 - Ground Support Equipment Servicer	26.72
23382 - Ground Support Equipment Worker	28.41
23391 - Gunsmith I	22.14
23392 - Gunsmith II	25.16
23393 - Gunsmith III	28.19
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.92
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.36
23430 - Heavy Equipment Mechanic	29.85
23440 - Heavy Equipment Operator	31.79
23460 - Instrument Mechanic	28.75
23465 - Laboratory/Shelter Mechanic	26.70
23470 - Laborer	14.79
23510 - Locksmith	23.87
23530 - Machinery Maintenance Mechanic	25.82
23550 - Machinist Maintenance	20.01
23580 - Maintenance Trades Helper	16.72
23591 - Metrology Technician I	28.75
23592 - Metrology Technician II	30.29
23593 - Metrology Technician III	31.82
23640 - Millwright	28.19
23710 - Office Appliance Repairer	18.48
23760 - Painter Maintenance	21.80
23790 - Pipefitter Maintenance	26.77
23810 - Plumber Maintenance	25.34
23820 - Pneudraulic Systems Mechanic	28.19
23850 - Rigger	26.90
23870 - Scale Mechanic	25.16
23890 - Sheet-Metal Worker Maintenance	24.29
23910 - Small Engine Mechanic	22.87
23931 - Telecommunications Mechanic I	28.99
23932 - Telecommunications Mechanic II	30.55
23950 - Telephone Lineman	41.11
23960 - Welder Combination Maintenance	19.26
23965 - Well Driller	24.09
23970 - Woodcraft Worker	28.19

23980 - Woodworker	22.14
24000 - Personal Needs Occupations	
24550 - Case Manager	17.52
24570 - Child Care Attendant	13.10
24580 - Child Care Center Clerk	16.34
24610 - Chore Aide	13.13
24620 - Family Readiness And Support Services Coordinator	17.52
24630 - Homemaker	17.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.06
25040 - Sewage Plant Operator	29.75
25070 - Stationary Engineer	40.06
25190 - Ventilation Equipment Tender	29.31
25210 - Water Treatment Plant Operator	29.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.35
27007 - Baggage Inspector	14.78
27008 - Corrections Officer	36.59
27010 - Court Security Officer	33.80
27030 - Detection Dog Handler	16.54
27040 - Detention Officer	36.59
27070 - Firefighter	31.01
27101 - Guard I	14.78
27102 - Guard II	16.54
27131 - Police Officer I	40.00
27132 - Police Officer II	44.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.92
28042 - Carnival Equipment Repairer	18.16
28043 - Carnival Worker	13.43
28210 - Gate Attendant/Gate Tender	17.28
28310 - Lifeguard	13.64
28350 - Park Attendant (Aide)	19.34
28510 - Recreation Aide/Health Facility Attendant	14.10
28515 - Recreation Specialist	23.94
28630 - Sports Official	15.39
28690 - Swimming Pool Operator	20.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.16
29020 - Hatch Tender	25.16
29030 - Line Handler	25.16
29041 - Stevedore I	23.65
29042 - Stevedore II	26.70
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	16.65
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	23.08
30030 - Cartographic Technician	23.08
30040 - Civil Engineering Technician	34.09
30051 - Cryogenic Technician I	24.32
30052 - Cryogenic Technician II	26.86
30061 - Drafter/CAD Operator I	16.65
30062 - Drafter/CAD Operator II	18.26
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.55
30081 - Engineering Technician I	16.01
30082 - Engineering Technician II	17.97
30083 - Engineering Technician III	20.69

30084 - Engineering Technician IV	24.90
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.85
30090 - Environmental Technician	24.63
30095 - Evidence Control Specialist	21.96
30210 - Laboratory Technician	18.05
30221 - Latent Fingerprint Technician I	27.81
30222 - Latent Fingerprint Technician II	30.72
30240 - Mathematical Technician	25.39
30361 - Paralegal/Legal Assistant I	19.94
30362 - Paralegal/Legal Assistant II	23.86
30363 - Paralegal/Legal Assistant III	29.19
30364 - Paralegal/Legal Assistant IV	35.31
30375 - Petroleum Supply Specialist	26.86
30390 - Photo-Optics Technician	23.08
30395 - Radiation Control Technician	26.86
30461 - Technical Writer I	24.22
30462 - Technical Writer II	29.64
30463 - Technical Writer III	35.85
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	24.32
30502 - Weather Forecaster II	29.58
30620 - Weather Observer Combined Upper Air Or	(see 2) 20.77
Surface Programs	
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	19.31
31030 - Bus Driver	26.25
31043 - Driver Courier	16.14
31260 - Parking and Lot Attendant	13.29
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.40
31361 - Truckdriver Light	17.33
31362 - Truckdriver Medium	19.04
31363 - Truckdriver Heavy	22.56
31364 - Truckdriver Tractor-Trailer	22.56
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	13.02
99050 - Desk Clerk	14.26
99095 - Embalmer	29.37
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	15.36
99252 - Laboratory Animal Caretaker II	16.48
99260 - Marketing Analyst	26.44
99310 - Mortician	29.37
99410 - Pest Controller	18.03
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	24.24
99711 - Recycling Specialist	27.84
99730 - Refuse Collector	23.13
99810 - Sales Clerk	14.44
99820 - School Crossing Guard	15.47
99830 - Survey Party Chief	34.51
99831 - Surveying Aide	22.95
99832 - Surveying Technician	31.37
99840 - Vending Machine Attendant	17.35

99841 - Vending Machine Repairer	21.53
99842 - Vending Machine Repairer Helper	17.35

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

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U.S. Army Corps of Engineers Pine Flat Lake Agreement

(Base Year – April 15, 2022 to March 14, 2023)

For Accounting Purposes Only:

Fund	0001
Subclass	10000
ORG	31113227
Account	4975