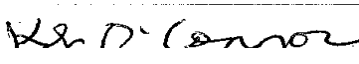


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 30			
2. CONTRACT NO. W9123817D0026		3. AWARD/EFFECTIVE DATE 16-May-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US ARMY CORPS OF ENGINEERS, SACRAMENTO 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: \$20,500,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO NEW HOGAN LAKE WILLIAM A. BROWN 2713 HOGAN DAM ROAD VALLEY SPRINGS CA 95252-8496			CODE W91238		16. ADMINISTERED BY SEE ITEM 9				
17a. CONTRACTOR/OFFEROR COUNTY OF CALAVERAS 891 MOUNTAIN RANCH RD SAN ANDREAS CA 95249-9713 TELEPHONE NO. 209-754-6500			CODE 1PJ60		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER CIVIL FUNDED CONTRACTS 5722 INTEGRITY DRIVE ATTN: CEFC-FP MILLINGTON TN 38054-5005		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: Performance Work Statement					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KRISTA O'CONNOR / CONTRACT SPECIALIST TEL: 916-557-7792 EMAIL: krista.o'connor@usace.army.mil			31c. DATE SIGNED 05-Jul-2017	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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

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

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

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

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	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Law Enforcement Patrol Hours FFP County Sheriff to provide Law Enforcement and Patrol Services at New Hogan Lake in accordance with (IAW) the attached Performance Work Statement. Task Orders will be issued with the Schedule of Service for the Order's Period of Performance. FOB: Destination	700	Hours	UNDEFINED	\$0.00 TBN
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Law Enforcement Patrol Mileage FFP County Sheriff to provide Law Enforcement and Patrol Services at New Hogan Lake IAW the attached Performance Work Statement. Task Orders will be issued with the Schedule of Service for the Order's Period of Performance. FOB: Destination	7,000	Miles	UNDEFINED	\$0.00 TBN
MAX NET AMT					\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum

quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$52,000.00		\$370,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	70.00		200.00	
0002	630.00		1,500.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$

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
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-MAY-2017 TO 30-SEP-2021	N/A	NEW HOGAN LAKE WILLIAM A. BROWN 2713 HOGAN DAM ROAD VALLEY SPRINGS CA 95252-8496 209-729-9352 FOB: Destination	W91238
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

N/A (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

N/A (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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

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

- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XXX(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XXX (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- XXX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XXX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (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.)

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

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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 (Dec 2007) (42 U.S.C. 8259b).

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

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

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

____ (46) 52.223-21, Foams (June, 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 (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

XXX (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (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).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

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

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$ 100,000.00**;

(2) Any order for a combination of items in excess of **\$ 100,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEP 2021.

(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):

<http://farsite.hill.af.mil/>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from MAY 2017 through SEP 2021.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

PERFORMANCE WORK STATEMENT

Law Enforcement Contract (FY17-FY22) New Hogan Lake

Performance Work Statement

16 May 2017

Purpose: To provide increased Law Enforcement Services within New Hogan Lake and Dam Project Boundaries, Calaveras County, CA.

1. General Information

1.1 This is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with five (5) year ordering period for increased Law Enforcement Services at New Hogan Lake & Dam, Calaveras County, CA. The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the services described within this contract in accordance with the performance objectives.

2. Introduction

2.1 This Performance Work Statement describes the basic objectives for Law Enforcement Services at New Hogan Lake, including multiple areas within the New Hogan Lake and Dam project boundaries, Calaveras County, CA. Areas where services are to be performed include all park recreation and day use areas, campgrounds, park headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project boundaries. The performance-based service contract provides potential bidders the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the bidder's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required

effort normally contained on the Statement of Work that the Government traditionally provides to prospective bidders. Minimum levels of performance and disincentive for failure to meet the minimum levels are outlined in the "Performance of Work Requirements Summary", contained in Attachment A.

3. Description of Services

3.1 Existing Services

3.1.1 New Hogan Lake and Dam is located in Calaveras County and within the area of the Calaveras County Sheriff's Department's designated patrol routes. The existing law enforcement patrol standard for Calaveras County Sheriff's Department is twenty four (24)-hour daily land patrol. No designated patrols are conducted on government property or the area around New Hogan Lake. Deputy response time from routine patrol locations can take up to 45 minutes or more depending on the response location. Boat patrol on the lake is provided by the Sheriff's Department on a random basis when they deem necessary.

3.2 Services Provided by Contract

3.2.1 Except for those items furnished at the discretion of the Government, the Contractor shall furnish all labor, materials, equipment, transportation and supplies necessary to fulfill the terms and conditions stated in this contract. The Contractor shall be responsible for all costs related to performing increased Law Enforcement Services. Law Enforcement Services include patrols provided on Friday and Saturday from 1500 hours to 0100 hours and Sundays from 1000 hours to 2000 hours beginning the first Friday in May and extending through the end of September. On holiday weekends Law Enforcement Services will provide patrols on Friday, Saturday and Sunday from 1500 hours to 0100 hours and Monday from 1000 hours to 2000 hours. A patrol on foot with Park Rangers at Acorn and Oak Knoll Campgrounds shall occur on Fridays and Saturdays (and on Sundays before a holiday) at 2200 hours. An additional 3 Calaveras County Sheriff Deputies will conduct patrols on the last Saturday in June from 1300 hours to 2300 hours for New Hogan Lake's annual fireworks display. It is mutually understood that some flexibility in patrol hours may be necessary due to unusual circumstances and/or events; however, the full 10 hours contracted for shall always be fulfilled. All work, materials and equipment shall be approved by the Park Manager. Vehicle mileage reimbursable to a maximum of 90 total miles traveled per shift worked. Mileage rate will be submitted by Calaveras County Sheriff's Department prior to each year of service worked.

3.2.2 Normal patrols shall consist of one (1) deputy. The Contractor is responsible for providing the Park Manager with the hourly deputy costs for Law Enforcement services as they change annually and as soon as they become available.

4. Site Inspection

- 4.1 Prior to submitting bids, bidders are urged to inspect the job site where services are to be performed to accurately observe conditions that may affect the cost of performance of the service contract.
- 4.2 In no event shall failure to inspect the site constitute grounds for the withdrawal of a bid after opening or for a claim after the award of the contract. (FAR 52.237-1)

5. Pre-Work Meeting

- 5.1 At least ten (10) days prior to commencement of work, the Contractor shall contact the Park Manager to schedule a pre-work meeting. This meeting shall be held at the New Hogan Lake Administration Office, located at 2713 Hogan Dam Road, Valley Springs, CA 95252.
- 5.2 The Contractor and all employees shall be licensed, trained and permitted to operate all equipment necessary to complete work under this contract. All required licenses, trainings and permits to operate shall be the responsibility of the Contractor.

6. Ability to Perform

- 6.1 The Contractor and their employees shall be responsible for maintaining accurate and detailed records as required by the contract.
- 6.2 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.
- 6.3 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 Park Manager.
- 6.4 The Contractor shall comply with all applicable Federal, State, and local regulations.
- 6.5 The Contractor shall identify and provide the Park Manager 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 Park Manager or his/her designated representative within 24 hours.

7. Materials, Equipment & Supplies

- 7.1 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.

- 7.2 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 Park Manager immediately.
- 7.3 In the performance of the work herein, the Contractor shall furnish all necessary materials, equipment, and PPE.
8. Reporting
- 8.1 The Contractor shall submit a monthly invoice for payment, verifying that all units, quantities and amounts are true and correct.
- 8.2 The Contractor shall submit a Safety Exposure Report, CESP Form 94-R, to the Park Manager or his/her representative with each monthly invoice. Failure to submit this form may delay payment for services performed. An example of a Safety Exposure Report is attached (Attachment C).
- 8.3 The Contractor shall maintain an accurate record of, and shall notify the Park Manager immediately following 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.
- 8.4 The Contractor shall maintain an accurate record of, and shall notify the Park Manager immediately following 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 Park Manager immediately following any law enforcement action that results in an arrest conducted off USACE property, if the crime occurred at or on USACE property initially.
- 8.5 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.
- 8.6 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 a Park Ranger or the Park Manager as soon as practical by radio or telephone at 209-772-1343.
- 8.7 The Contractor shall submit a report detailing all calls to the dispatcher for services requested under the contract and that occurred on USACE property.

This report shall be submitted with the final invoice after the end of the contract period.

- 8.8 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.

9. Security

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

10. Accident Prevention Plan (APP):

- 10.1 The Contractor shall have an approved Accident Prevention Plan (APP) in place prior to starting any on-site work. The APP shall be site specific and in accordance with the requirements of EM 385-1-1, Safety and Health Requirement manual.
- 10.2 The Contractor's APP shall be discussed at the pre-work meeting. Any changes to the Contractor's APP by the Park Manager shall be addressed no later than 10 days following the pre-work meeting.

11. Services to be Performed

- 11.1 Law Enforcement Services shall begin the first Friday in May (notification of the exact start date shall be made by the Park Manager). A Schedule of Service will be issued for each performance period. The Contractor shall determine the enforcement procedures and methods that shall achieve the desired outcome. Prior to the commencement of work, all procedures and methods shall be approved by the Park Manager during the pre-work meeting.
- 11.1.1 Law Enforcement Services include patrols provided on Friday and Saturday from 1500 hours to 0100 hours and Sundays from 1000 hours to 2000 hours beginning the first Friday in May and extending through the end of September. On holiday weekends Law Enforcement Services will provide patrols on Friday, Saturday and Sunday from 1500 hours to 0100 hours and Monday from 1000 hours to 2000 hours. A patrol on foot with Park Rangers at Acorn and Oak Knoll Campgrounds shall occur on Fridays and Saturdays (and on Sundays before a holiday) at 2200 hours. An additional 3 Calaveras County Sheriff Deputies will conduct patrols on the last Saturday in June from 1300 hours to 2300 hours for New Hogan Lake's annual fireworks display.

12. General Service Provisions

- 12.1 The Contractor is responsible for the management and quality control actions to meet the requirements of the contract. The role of the Government is quality assurance, to ensure quality control standards are achieved.

13. Estimated Service Schedule/Frequency

- 13.1 Budgetary constraints may reduce the expected quantity and/or frequency, which can be decreased at any time at the discretion of the Park Manager.
- 13.2 The days of service shall be negotiated with the Park Manager 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 Park Manager twenty four hours in advance of the delay or cancelation. Failure to provide the service or variation from the agreed Schedule of Service shall require written explanation by the Contractor. If and when additional service(s) are added, the schedule shall be modified.
- 13.3 Each contract service year will have to be negotiated with the Calaveras County Sheriff's Department Board of Supervisors prior to the start of the contract year.

14. Period of Performance

- 14.1 The contract shall consist of a an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with five (5) ordering periods for increased Law Enforcement Services as follows. Performance periods will be issued at the discretion of the Government in the form of task orders.

Performance Period 1 shall be from 16 May 2017 to 30 Sep 2017.

Performance Period 2 shall be from 01 May 2018 to 30 Sep 2018.

Performance Period 3 shall be from 01 May 2019 to 30 Sep 2019.

Performance Period 4 shall be from 01 May 2020 to 30 Sep 2020.

Performance Period 5 shall be from 01 May 2021 to 30 Sep 2021.

15. Standards of Employee Conduct

- 15.1 The Contractor and their employees shall be required to adhere to the following standards of dress and conduct while performing contract services.
- 15.2 All Contractor personnel shall be identifiable by wearing an agency uniform in accord with all County uniform guidance. The Contractor shall use personal protective equipment (PPE) where required as identified in EM 385-1-1, Safety and Health Requirements Manual.

- 15.3 A clean, well-groomed appearance shall be maintained at all times while performing contract services.
- 15.4 The Contractor shall not take part in any selling or advertising activities.
- 15.5 The Contractor shall not perform any duties that may conflict with contractual duties while performing this contract.
- 15.6 Alcoholic beverages and/or illegal substances shall not be consumed or possessed prior to or while on duty, nor at any time while the Contractor is performing contract services. The Contractor shall not be under the influence of any substance that impairs his/her ability to safely perform contract services.
- 15.7 The Contractor and their employees shall not smoke in or around any Government-owned structures or facilities. Additionally, the Contractor shall not smoke while in contact with the public and/or Government personnel.
- 15.8 The use of any Government property without proper authorization shall not be permitted.
- 15.9 The Contractor shall comply with all CFR Title 36 regulations while performing services under this contract. The Contractor and their employees shall cooperate fully with all Corps of Engineers employees, local law enforcement and State agencies. The Contractor and their employees are not authorized to direct the work of other contractors.
16. Protection and Use of Government Facilities and Equipment
- 16.1 The work to be performed is within the boundaries of public and private areas within the New Hogan Lake boundary. 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.
- 16.2 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 Park Manager, 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.
17. Performance Evaluation Meeting
- 17.1 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

Park Manager. 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 Park Manager shall sign minutes of the meeting(s).

- 17.2 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.

18. Remedial Actions

- 18.1 The Park Manager 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 Park Manager checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- 18.2 If the Government creates any discrepancies in contract services, these shall not be counted against the Contractor's performance.
- 18.3 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.
- 18.4 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).
- 18.5 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).
- 18.6 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.

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

- 19.1 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 Park Manager and approved prior to award of the contract. The Park Manager shall review the QCP and list any needed clarifications, and return to the Contractor for response, if necessary, reference Attachment B. The Contractor's QCP shall include the following, or have incorporated into the document during performance of the contract, at a minimum:
- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 Active or established internal policies and procedures for updating equipment and procedures that may affect the performance of the contract.
- 19.1.4 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.
- 19.1.5 Identify the character, physical capabilities, certifications and ongoing training of each employee performing services under the contract.
- 19.1.6 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.
20. Authorities/Technical Direction
- 20.1 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. 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.

21. Payment and Invoices

22.1 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 W91238-XX-X-XXXX, 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:

21.1.1 An original invoice WITHOUT additional information or supporting documentation shall be mailed to:

USAED, Finance Center
Attn: CEFC-FP
5722 Integrity Dr.
Millington, TN 38054-5005

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

William.A.Brown@usace.army.mil

-and-

Christopher.L.Toso@usace.army.mil

22. Contract Payments

22.1 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.

22.2 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 Park Manager shall verify invoices before payment shall be authorized.

- 22.3 The Contractor shall submit a monthly invoice for payment, verifying that all units, quantities and amounts are true and correct. Invoices shall be received by close of business on the first business day of the following month at the New Hogan Lake Administration Office. The invoice may also be emailed in either Microsoft Word, Excel or in a PDF format to the Park Manager. 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.
- 22.4 The final payment shall be authorized when all Government issued equipment has been returned and all reporting requirements have been met.

ATTACHMENT A

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, (e.g. daily, weekly, monthly, quarterly, semi-annually, etc.).

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 Park Manager 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:

(1) OBJECTIVE: Pre-Work Meeting

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>

	& Desired Level (DL)		
Contractor shall attend a pre-work meeting and submit all required documents.	100% required at both the MAL and DL	Reviewed and approved by the Park Manager prior to initialization of any work.	Disincentive: Delay of contract start date. Incentive: Performance of contract. Remedy: The Contractor shall attend a pre-work meeting and satisfy all requirements of the Performance Work Statement. Continuous review until performance is satisfactory.

(2) OBJECTIVE: Law Enforcement Services

Performance Standard	Minimum Acceptable Level (MAL) & Desired Level (DL)	Method and Frequency of Inspection	Disincentive, Incentive & Remedy
Provide law enforcement services starting the first Friday in May and extending through the end of September per specifications outlined in Section 11.	90% required at the MAL and 100% required at DL	Random quality assurance inspections by the Park Manager	Disincentive: 10% of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The Contractor shall develop a plan for completion of Law Enforcement Contract requirements. Continuous review until performance is satisfactory.
Provide foot patrol at Acorn and Oak Knoll Campgrounds with Park Rangers on Fridays and Saturdays (Sundays when the following Monday is a holiday).	90% required at the MAL and 100% required at DL	Random quality assurance inspections by the Park Manager	Disincentive: 10% of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The Contractor shall develop a plan for completion of Law Enforcement Contract requirements. Continuous review until performance is satisfactory.

(3) OBJECTIVE: Record Keeping, Reporting, and Invoices

Performance Standard	Minimum Acceptable Level (MAL) & Desired Level (DL)	Method and Frequency of Inspection	Disincentive, Incentive & Remedy
Report all incidents and accidents as outlined in Section 8.	95% required at the MAL and 100% required at DL	Monthly record inspection by the Park Manager	Disincentive: 10% of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The Contractor shall develop a plan for completion of all reporting requirements. Continuous review until performance is satisfactory.
Submit monthly invoices on time and with accurate information.	100% required at the MAL and 100% required at DL	Reviewed and approved by the Park Manager prior to initialization of contract payment.	Disincentive: Delay of invoice payment for failing to meet MAL. Incentive: Full and prompt payment of invoice. Remedy: The Contractor shall develop a plan for completion of all monthly invoices and reporting requirements. Continuous review until performance is satisfactory.
Submit Safety Exposure Report, CESP Form 94-R with monthly invoice.	100% required at the MAL and 100% required at DL	Reviewed and approved by the Park Manager prior to initialization of contract payment.	Disincentive: Delay of invoice payment for failing to meet MAL. Incentive: Full and prompt payment of invoice. Remedy: The Contractor shall develop a plan for completion of all reporting requirements. Continuous review until performance is satisfactory.

ATTACHMENT B

Quality Assurance Surveillance Plan: The QASP shall consist of periodic inspections conducted by the Park Manager 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.

MANAGEMENT SUPPORT RATING CRITERIA

PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
Pre-Work Meeting	The Contractor has attended the Pre-Work Meeting in accordance with the PWS.
Law Enforcement Services – Performance Period 1	The Contractor has provided law enforcement services at all recreation and day use areas, campgrounds, Park Headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project boundaries according to the contract specifications.
Record Keeping and Reporting	The Contractor reported all incidents and accidents. The Contractor submitted all patrol logs. The Contractor submitted all monthly invoices within specified time requirements.
Pre-Work Meeting	The Contractor has attended the Pre-Work Meeting in accordance with the PWS.
Law Enforcement Services - Performance Period 2	The Contractor has provided law enforcement services at all recreation and day use areas, campgrounds, Park Headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project boundaries according to the contract specifications.
Record Keeping and Reporting	The Contractor reported all incidents and accidents. The Contractor submitted all patrol logs. The Contractor submitted all monthly invoices within specified time requirements.
Pre-Work Meeting	The Contractor has attended the Pre-Work Meeting in accordance with the PWS.
Law Enforcement Services - Performance Period 3	The Contractor has provided law enforcement services at all recreation and day use areas, campgrounds, Park Headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project

	boundaries according to the contract specifications.
Record Keeping and Reporting	The Contractor reported all incidents and accidents. The Contractor submitted all patrol logs. The Contractor submitted all monthly invoices within specified time requirements.
Pre-Work Meeting	The Contractor has attended the Pre-Work Meeting in accordance with the PWS.
Law Enforcement Services - Performance Period 4	The Contractor has provided law enforcement services at all recreation and day use areas, campgrounds, Park Headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project boundaries according to the contract specifications.
Record Keeping and Reporting	The Contractor reported all incidents and accidents. The Contractor submitted all patrol logs. The Contractor submitted all monthly invoices within specified time requirements.
Pre-Work Meeting	The Contractor has attended the Pre-Work Meeting in accordance with the PWS.
Law Enforcement Services - Performance Period 5	The Contractor has provided law enforcement services at all recreation and day use areas, campgrounds, Park Headquarters and dam area and all other non-designated recreation areas within the New Hogan Lake Project boundaries according to the contract specifications
Record Keeping and Reporting	The Contractor reported all incidents and accidents. The Contractor submitted all patrol logs. The Contractor submitted all monthly invoices within specified time requirements.

ATTACHMENT C

SAFETY EXPOSURE REPORT <i>(USACE Supplement 1 to AR 385-40)</i>										DATE:													
INSTRUCTIONS																							
<p>1. Enter the following exposure data:</p> <p style="margin-left: 20px;">a. Man hours worked per certified payroll report.</p> <p style="margin-left: 20px;">b. Month - Year</p> <p>2. Report shall be delivered to the contracting officer's representative by the 19th of each month.</p> <p>3. Please check appropriate box:</p> <p><input type="checkbox"/> Check if report is final.</p> <p><input type="checkbox"/> Accidents during the month. (Lost Time Personal Injury and Property Damage) List accidents on the back of the form. Indicate worker's name, date of accident and days lost for personal injury accidents.</p> <p><input type="checkbox"/> Worker's Compensation Claim Report submitted. <input type="checkbox"/> 50% <input type="checkbox"/> 100%</p>																							
THRU		<input type="checkbox"/> RESIDENT ENGINEER <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/> PROJECT MANAGER (PARKS/LAKES ONLY)			SAFETY AND OCCUPATIONAL HEALTH OFFICE																		
_____ SIGNATURE																							
PRIME CONTRACTOR NAME:						SUB-CONTRACTOR NAME:																	
CONTACT NUMBER																							
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PREPARED BY <i>(Typed Name and Title)</i>						SIGNATURE																	
CERTIFIED BY CONTRACTOR PROJECT MANAGEMENT <i>(Typed Name and Title)</i>						SIGNATURE																	