PERFORMANCE WORK STATEMENT (PWS)

Bouldin Island Fish Rearing Project

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide fish rearing support for the Bouldin Island Fish Rearing Project. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform fish rearing support for the Bouldin Island Fish Rearing Project as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: The Bouldin Island Fish Rearing Project supports fisheries conservation, recovery, and management objectives within the Sacramento–San Joaquin Delta. The project involves the rearing and maintenance of delta smelt to support ecological restoration and species management efforts conducted by the U.S. Fish and Wildlife Service and partner agencies.

1.3 Objectives: The objectives of this contract are to:

- Provide reliable fish rearing operational support
- Maintain fish health and survival in accordance with Service-approved protocols
- Support Government fisheries conservation and management objectives under the current Central Valley Project and State Water Project Long-Term Operations Biological Opinion.

1.4 Scope: The Contractor shall provide fish rearing support services to supplement the staffing provided by the U.S. Fish and Wildlife Service. Services include fish husbandry, monitoring of fish health and environmental conditions, facility support activities, and required data collection/reporting. The Contractor shall accomplish all tasks necessary to support effective fish rearing operations at Bouldin Island. A minimum of two (2) days per week, and up to five (5) days per week as needed, will be required, with any additional days billed at the daily rate specified in this contract. Subject to conditions, pond management and fish care services are expected to be needed from November 2026 through June 2027 in the Base Year, with fish potentially arriving at the facility between late January and late February 2027. Fish acquisition will depend on availability from the Fish Conservation and Culture Laboratory or the Livingston Stone National Fish Hatchery where the date fish arrive at the facility are variable. The Contractor will receive thirty (30) days' notice prior to the start of services, and required training must be completed before rearing services begin and will be included within the thirty (30) day notice period. Services are expected to continue for the duration of the fish rearing period at Bouldin Island and may extend for a period after fish release to allow for the breakdown of equipment and its storage in preparation for the following year's operations. The calendar schedule for Option Year I is expected to be similar to the Base Year but may be adjusted to incorporate lessons learned.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and one (1) 12-month option year. The Period of Performance reads as follows:

Base Year
Option Year I

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that their work complies with the requirement of the contract.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The Contractor is required to perform services on Federal holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 6:00 a.m. and 6:00 p.m. Monday thru Sunday or when the facility is closed due to local or national emergencies, administrative closings, or similar directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the Bouldin Island Fish Rearing Project facilities.

1.6.6 Type of Contract: The Government will award a Firm-Fixed-Price contract.

1.6.7 Security Requirements: Not applicable.

1.6.7.1 PHYSICAL Security: The Contractor shall be responsible for safeguarding all Government equipment, information, and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control. Not applicable

1.6.7.3 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

1.6.8 Special Qualifications: The Contractor shall ensure personnel performing fish rearing duties possess experience or training in fish husbandry, aquaculture, or fisheries biology.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government:

- Contract Manager
- Fish Rearing Technicians

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 a.m. to 4:30p.m., Monday thru Friday except Federal holidays or when the government is closed for administrative reasons. Qualifications for all key personnel are listed below:

Contract Manager and Alternate
The Contract Manager and Alternate shall:

- Have at least five (5) years of experience managing fish rearing, hatchery, aquaculture, or fisheries support operations
- Demonstrate experience supervising staff and managing schedules and performance under government or similar contracts
- Demonstrate the ability to effectively communicate with Government personnel and ensure compliance with contract requirements

Fish Rearing Technicians
The Fish Rearing Technicians shall:

- Possess a minimum of an associate degree in fisheries, aquaculture, biology, or a related field, or equivalent combination of education and experience
- Have at least one (1) year of experience performing fish husbandry, aquaculture, hatchery, or fisheries field work
- Demonstrate the ability to perform daily fish care activities, including feeding, cleaning, monitoring fish health, and supporting facility operations

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Badges are not required.

1.6.13 Contractor Travel: The contractor shall be responsible for all daily travel to and from the Bouldin Island Fish Rearing Project facility located on Bouldin Island, California, for performance of contract work. At the conclusion of the fish rearing season, fish will be harvested and transported for release into the Bay-Delta estuary. Government-furnished vehicles and trailers will be operated by government employees for all fish release and transport activities associated with release operations. The Contractor shall assist

Government personnel in the completion of these activities as directed by the COR, contingent upon fish survival outcomes at the conclusion of the rearing season.

1.6.14 Other Direct Costs: Not applicable.

1.6.15 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as they deem necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 PHASE IN /PHASE OUT PERIOD: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the thirty (30) day phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. <u>ACRONYMS</u>:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary

PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOPs	Standard Operating Procedures
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. <u>GOVERNMENT FURNISHED ITEMS AND SERVICES</u>:

3.1. Services: The Government will provide technical oversight and program direction through the Contracting Officer and Contracting Officer's Representative (COR). The Government will provide Service-approved Standard Operating Procedures (SOPs), fish health management protocols, feeding protocols, environmental parameter thresholds, emergency response procedures, and release coordination plans.

Government personnel will conduct fish transport and release activities using government-furnished vehicles and trailers. The Government will also provide coordination with partner agencies, regulatory compliance guidance, and biological program direction necessary to meet project objectives. Training and on-the-job experience will be provided to the Contractor by Government personnel and documented. Contractor personnel shall not remain on-site at the facility unless accompanied by Government personnel until such time as they have completed required site-specific training and have demonstrated sufficient experience and proficiency, as determined by the Government.

3.2 Facilities: The Government has entered into a Memorandum of Understanding with the U.S. Bureau of Reclamation and Metropolitan Water District of Southern California to implement collaboratively this project. Metropolitan Water District of Southern California is the landowner and has mutually agreed to provide access to the facility and its on-site project features through a formal approval process. Through Metropolitan Water District of Southern California, the Government will provide access to the Bouldin Island Fish Rearing Project facilities, including:

- Seasonal outdoor rearing ponds
- Water intake and discharge infrastructure
- Pump houses and life-support system areas
- On-site storage areas
- Laboratory or sampling workspace, if applicable
- Designated office or administrative workspace, if available
- Access roads and staging areas

Facilities will be made available for the Contractor's use in performance of tasks outlined in this Performance Work Statement. The Contractor shall provide all required information and documentation prior to project commencement to facilitate Government coordination and obtain necessary site access approvals from the Metropolitan Water District of Southern California.

3.3 Utilities: Through Metropolitan Water District of Southern California, the Government will provide utilities necessary for facility operations, including:

- Electrical power
- Water supply
- Wastewater discharge and pump systems

The Contractor shall instruct employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities, including ensuring water valves, pumps, aerators, and electrical systems are operated only as required to support fish health and facility operations.

3.4 Equipment: The Government will provide access to and use of the following equipment, as required for contract performance:

- Outdoor rearing ponds and associated infrastructure
- Pumps, aerators, and water control structures
- Filtration and life-support systems
- Water quality monitoring instruments (e.g., dissolved oxygen meters, temperature probes, salinity meters, turbidity meters)
- Fish handling equipment (e.g., nets, buckets, grading equipment, sampling gear)
- Fish transport tanks and related equipment (operated by Government personnel)
- Predator exclusion infrastructure (e.g., netting, fencing)
- Maintenance tools and equipment located on-site
- Emergency cell phones located on-site, if available

All Government-furnished equipment shall be used only for official purposes under this contract. The Contractor shall notify the COR of equipment malfunctions or damage.

3.5 Materials: The Government will provide:

- Standard Operating Procedures (SOPs)
- Fish health management protocols
- Environmental compliance guidance
- Data collection templates and reporting formats
- Safety policies and site-specific safety requirements
- Regulatory permits and biological authorizations applicable to project operations

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. <u>CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES</u>:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: Not applicable.

4.3. Materials. The Contractor shall furnish all consumable supplies and materials necessary to meet the requirements of this PWS that are not provided by the Government, including but not limited to:

- Routine cleaning supplies (e.g., hand and shoe sanitation cleaners)
- Disinfectants and biosecurity materials
- Personal protective equipment not otherwise provided
- Office supplies necessary for documentation and reporting

All materials used shall comply with applicable environmental and safety regulations.

4.4. Equipment. The Contractor shall furnish equipment necessary to perform contract requirements that is not Government-furnished, including but not limited to:

- Personal communication devices (e.g., mobile phones)
- Field gear appropriate for seasonal outdoor pond operations
- Computers or tablets for data entry and report preparation completed off-site
- Transportation for daily travel to and from the Bouldin Island facility

- Small hand tools not otherwise provided by the Government

Contractor-furnished equipment shall be maintained in safe operating condition and shall comply with all applicable safety regulations.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The Contractor shall provide comprehensive fish rearing and outdoor pond rearing operational support services necessary to maintain delta smelt health, survival, and program objectives. Services shall include, but are not limited to, the following:

- Conduct daily feeding of fish in accordance with Service-approved feeding protocols, including adjustment of ration amounts based on biomass estimates, environmental conditions, and fish behavior.
- Monitor and observe fish behavior, distribution, feeding response, signs of stress, disease, predation, or abnormal mortality.
- Collect, record, and report daily water quality parameters including, but not limited to, temperature, dissolved oxygen, salinity, turbidity, pH, and other parameters identified in approved Standard Operating Procedures (SOPs).
- Inspect, operate, and support pond water delivery and discharge systems, including pumps, intake structures, aeration systems, screens, and backup systems.
- Clean and maintain tanks, pond structures, intake and outflow screens, aerators, sampling gear, nets, and associated equipment.
- Conduct routine inspection and removal of debris, vegetation overgrowth, algae accumulation, and biofouling that may impact pond function or fish health.
- Monitor and implement approved predator management and exclusion measures, including inspection of bird netting, fencing, screens, and deterrent systems.
- Assist with fish evaluations, grading, sampling, tagging, inventory counts, and health inspections in coordination with government personnel.
- Safely collect and dispose of mortalities in accordance with approved biosecurity and sanitation protocols.
- Inspect pond levees, water control structures, and site infrastructure for erosion, storm damage, seepage, or structural deficiencies, and report deficiencies immediately.
- Respond to weather-related events (e.g., extreme heat, storms, flooding conditions) by implementing approved contingency measures to protect fish and infrastructure.
- Immediately report mortality events, abnormal fish behavior, water quality exceedances, predator breaches, or system malfunctions to the COR.
- Maintain accurate daily logs of husbandry activities, environmental data, maintenance actions, and observations, and submit required reports to the Service.
- Assist government personnel during inspections, fish transfers, fish releases, audits, and site visits, as required.
- Adhere to all project Standard Operating Procedures, biosecurity procedures, safety requirements, and applicable Federal and State regulations.
- Observe overall site conditions and provide recommendations to improve operational efficiency, fish health outcomes, and Standard Operating Procedures effectiveness.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

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

- Federal Acquisition Regulation (FAR)
- The Service Manual
- U.S. Fish and Wildlife Service Fish Health Policy
- Federal Endangered Species Act (ESA)
- Clean Water Act
- Occupational Safety and Health Administration (OSHA) regulations
- Applicable California Department of Fish and Wildlife regulations
- California Department of Fish and Wildlife Endangered Species Act Memorandum of Understanding
- U.S. Fish and Wildlife Service Biological Opinion for the Bouldin Island Fish Rearing Project
- Job Hazard Assessment
- Hazard Analysis and Critical Control Points Plan
- Conditions identified in the Land Access Agreement with Metropolitan Water District of Southern California
- Memorandum of Understanding between U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, and Metropolitan Water District of Southern California

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	**Standard**	**Performance Threshold** (This is the maximum error rate. It could possibly be "Zero deviation from standard")	**Method of Surveillance**
PRS # 1 The contractor shall provide daily fish husbandry services (PWS 5.1).	All feeding, cleaning, and monitoring conducted in accordance with Service-approved Standard Operating Procedures.	Zero missed feedings; mortality reporting within one (1) hour of discovery.	100% Inspection by COR
PRS # 2 The contractor shall conduct water quality monitoring (PWS 5.1).	Daily measurements recorded accurately.	No more than 2% recording errors per month.	Periodic Surveillance by COR
PRS # 3 The contractor shall submit data collections (PWS 5.1).	Reports submitted complete and accurate.	100% on-time submission.	100% Inspection by COR
PRS # 4 The contractor shall notify COR and provide any emergency responses to alarms and fish health issues (PWS 5.1).	Immediate response and notification.	Mortality reporting within one (1) hour of discovery and an emergency response provided within 30 minutes of notification to COR.	Validated Customer Complaint and COR Verification