

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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Fax (903) 665-8732

Hon. Leward J. LaFleur
Marion County Judge

KINDERLY WISE
CO. CLERK, MARION CO.

BY *DM* DEPUTY
Commissioner Jacob Pattison
Commissioner Gered R. Lee

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 27th March, 2023 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – March 13, 2023
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
2. Consider for approval proclamation designating April 2023 as Sexual Assault Awareness Month (S.A.A.M) authorizing County Judge to sign.
3. Present to the Court 2022 Safety Award from the Texas Association of Counties.
4. Consider for approval Community Healthcare Proclamation from Governor Abbott announcing March as Developmental Disability Awareness Month.
5. Consider for approval IDC Web Services Agreement for a credit card terminal for the County Clerk's office, authorizing County Clerk to sign.
6. Consider for approval selecting representatives from Marion County for newly formed Marion County Coalition for Health Disparities created by the Texas Department of State Health Services.
7. Consider for approval Contract for Increased Law Enforcement Services, Lake O'The Pines for the Summer of 2023, authorizing Sheriff David Capps to sign agreement.
8. Discuss and take necessary action to approve a Memorandum of Understanding between the County and Harleton WSC for the administration of a 23/24 TxCDBG project, if awarded.

L. J. LaFleur

Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MARCH 27, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on March 27, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MARCH 13, 2023**
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY**
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**
- d. ORDER TO AUDITOR FINANCIAL REPORT**

Motion by Ashley, seconded by Meisenheimer to approve consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER TO APPROVE PROCLAMATION DESIGNATING APRIL OF 2023 AS SEXUAL ASSAULT AWARENESS MONTH (S.A.A.M.) AUTHORIZING OUR COUNTY JUDGE LEWARD LAFLEUR TO SIGN.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 3**PRESENT TO THE COURT 2022 SAFETY AWARD FROM THE TEXAS
ASSOCIATION OF COUNTIES.**

No Action Taken
See Exhibit "B" attached

ITEM NO. 4**ORDER TO APPROVE COMMUNITY HEALTHCORE PROCLAMATION FORM
GOVERNOR ABBOTT ANNOUNCING MARCH AS DEVELOPMENTAL DISABILITY
AWARENESS MONTH.**

Motion by Pattison, seconded by Meisenheimer. All members present voted Aye. Motion
carried 4-0.

See Exhibit "C" attached

ITEM NO. 5**ORDER TO APPROVE IDC WEB SERVICES AGREEMENT FOR A CREDIT CARD
TERMINAL FOR THE COUNTY CLERK'S OFFICE, AUTHORIZING OUR COUNTY
CLERK TO SIGN**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried
4-0.

See Exhibit "D" attached

ITEM NO. 6**CONSIDER FOR APPROVAL SELECTING REPRESENTATIVES FROM MARION
COUNTY FOR NEWLY FORMED MARION COUNTY COALITION FOR HEALTH
DISPARITIES CREATED BY THE TEXAS DEPARTMENT OF STATE HEALTH
SERVICES.**

No Action Taken
See Exhibit "E" attached

ITEM NO. 7

ORDER TO APPROVE CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES, LAKE O' THE PINES FOR THE SUMMER OF 2023, AUTHORIZING OUR SHERIFF DAVID CAPPS TO SIGN AGREEMENT.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "F" attached

ITEM NO. 8

ORDER TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND HARLETON WATER COMPANY FOR THE ADMINISTRATION OF A 23/24 BLOCK GRANT PROJECT, IF AWARDED AS WE CONTINUE OUR DISCUSSIONS WITH THIS.

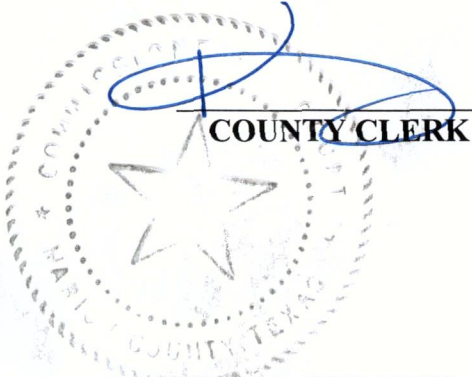
Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0
No Exhibit Given

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:15 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK

A handwritten signature in blue ink, consisting of stylized initials and a surname, written over a horizontal line.

COUNTY JUDGE

**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

**Sexual Assault Awareness Month
2023 Proclamation**

Whereas, Sexual Assault Awareness Month calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community; and

Whereas, Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men have been sexually assaulted at some point in their lives; and

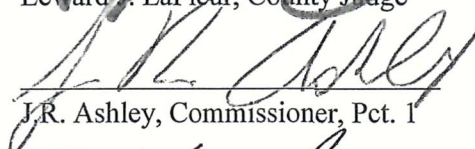
Whereas, We must work together to educate our community about sexual assault prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

Whereas, With leadership and dedication, we can be successful in preventing sexual assault in East Texas by increasing education, awareness, and community involvement; and

Whereas, Marion County strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual assault. It's time for all of us to take appropriate action and support one another to create a safer environment for all.

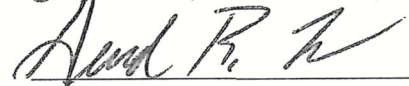
Now therefore, Marion County joins advocates and communities across the nation in playing an active role to end sexual assault. Along with the United States Government and State of Texas, I do hereby proclaim the month of April as Sexual Assault Awareness Month in Marion County, Texas.


Leeward J. LaFleur, County Judge


J.R. Ashley, Commissioner, Pct. 1


Ralph Meisenheimer, Commissioner, Pct. 3


Jacob Pattison, Commissioner, Pct. 2


Gered R. Lee, Commissioner, Pct. 4

Attest:


Kimberly Wise
County Clerk
Marion County, Texas

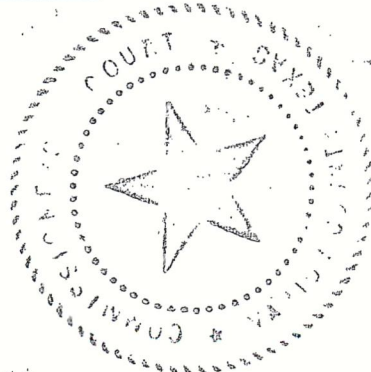




Exhibit "B"

PRESS RELEASE

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR RELEASE
February 15, 2023

CONTACT: JODY SEABORN
jodys@county.org

Marion County Earns Zero Lost Time Safety Award from TAC Risk Management Pool

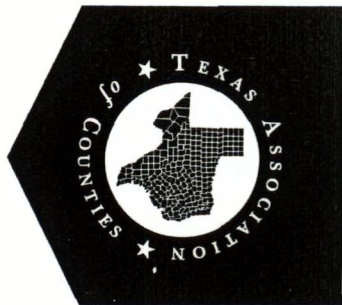
AUSTIN — Marion County has earned a 2022 Zero Lost Time Safety Award from the Texas Association of Counties Risk Management Pool (TAC RMP) for its record of no lost workdays during the 2022 coverage year.

Through its commitment to safe practices among county employees, Marion County works to reduce employee injuries and obtain substantial savings for taxpayers by minimizing workers' compensation costs.

A total of 114 TAC RMP members participating in the Workers' Compensation Program qualified to receive this award in 2022.

Governed by a board of county officials, TAC RMP has provided counties with protection against risks and liabilities for almost 50 years. TAC RMP's risk control programs and services, delivered to more than 414 members, help Texas counties promote safety and save tax dollars.

- End -



Texas Association of Counties Risk Management Pool

WORKERS' COMPENSATION PROGRAM

Recognizes

Marion County

Zero Lost Time

2022



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL



STATE OF TEXAS
OFFICE OF THE GOVERNOR

An estimated 480,000 Texans have a developmental disability. These children and adults—like all Texans—strive to be self-sufficient, to work and earn a living, to practice their faith, to interact with peers, and to contribute to their community. Although people with developmental disabilities face obstacles that their peers do not, no condition can reduce the dignity and worth they possess by virtue of their humanity. Moreover, their talent, perspective, and experiences bolster our state's rich diversity, and these Texans have long made the Lone Star State a better, brighter place.

Texas is stronger when all her citizens are fully integrated into their communities. To this end, when students with developmental disabilities are included in classroom settings outside of special education, they are more likely to achieve their full academic potential, and when adults with disabilities are given opportunities in our workforce, they are able to earn a competitive wage, work as part of a team, and support their local economy. This spirit of inclusion brings with it benefits at the societal, community, and individual levels, and it enables people with developmental disabilities to lead longer, healthier lives, engage more fully with the world around them, and give back to others.

Each year, the month of March is set aside in order to raise awareness about developmental disabilities and to highlight the importance of including people of all abilities in every aspect of community life. During this month, concerned citizens, civic groups, and government entities labor in common cause to remind all Texans that classrooms, workplaces, churches, and communities are stronger when they include all people—regardless of their ability status.

At this time, I encourage Texans to educate themselves about developmental disabilities and to support full inclusion by any means possible. As we work together to build the Texas of tomorrow, we must always cherish the time-honored value of liberty and justice for *all*.

Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim March 2023 to be

Developmental Disabilities Awareness Month



in Texas and urge the appropriate recognition whereof.

In official recognition whereof,
I hereby affix my signature this the
17th day of February, 2023.


Governor of Texas

IDC WEB SERVICES AGREEMENT

This Agreement (the Agreement) dated as of this 27th day of March, 20 23 (the Effective Date) is made and entered into by and between Interware Development Company. (hereinafter referred to as IDC, including dba EB2Gov and EPay2Gov), a corporation with an address at 199 Route 101; Building 7, POB 6240, Amherst, NH 03031 and Marion County, Texas, (hereinafter referred to as Client), an entity with an address of 102 W Austin, Room 206, Jefferson, TX 75657.

WHEREAS, IDC provides web-based and over-the-counter applications facilitating the processing of financial transactions between the Client and its customers; and

WHEREAS, The Client desires to utilize the services more specifically articulated in Attachment A attached hereto and made a part hereof; and

NOW, THEREFORE, In consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

DEFINITIONS

ACH: Automatic Clearing House.

Batch: Payment processors generally automatically transmit individual transactions completed online or over the counter at the same time every day. The group of transactions are then processed through the private financial and credit card networks by the payment processor.

Chargeback: A reversal of a deposit made to a merchant account upon the dispute by a cardholder to their issuing bank.

e-Services: An umbrella term for services on the Internet. E-services include e-commerce transaction services for handling online orders, application hosting by application service providers and any processing capability that is obtainable on the Web.

Merchant: The merchant is the business/seller/town/city who is taking credit card payments over the counter or online.

PCI DSS: Payment Card Industry Data Security Standard. The PCI DSS is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB.

Convenience Fee: The credit card or ACH processing fees passed to the citizen. This is usually a percentage (can be a flat fee) for credit card payments and is always a flat fee for ACH payments. This fee is collected by IDC directly upon completion of the transaction by the citizen and charged on their credit card statement or in their bank statement as a separate line item.

Per Item Fee: A fee for each item in the shopping cart which is passed onto the citizen who utilizes the web application for payment of charges and/or services. This fee is collected by IDC directly upon completion of the transaction by the citizen and charged on their credit card statement or in the bank statement as a separate line item in addition to the convenience fee.

****Either a per item fee and/or a per shopping cart fee will be assessed at checkout.**

Per Shopping Cart Fee: A fee placed on the entire shopping basket regardless of the number of items within the cart. This fee is passed to the citizen who utilizes the web application for payment of the charges and/or services. This fee is collected by IDC directly upon completion of the transaction by the citizen and charged on their credit card statement or in the bank statement as a separate line item in addition to the convenience fee. ****Either a per item fee and/or a per shopping cart fee will be assessed at checkout.**

1. SCOPE OF SERVICE

a. General

IDC shall provide web software and/or services as listed in Attachment A. Some of these services may include credit card, debit card and ACH transactions. Credit card rates assessed to Client's customers shall be at the rates outlined on Attachment A. Certain web services of IDC involve documentation such as Registration Forms, Certificates and Licenses. The parties acknowledge and understand that IDC, EPAY2Gov and EB2Gov DO NOT GENERATE OFFICIAL DOCUMENTS OF ANY KIND. ACTUAL PERMITS OR LICENSES ARE GENERATED IN THE SAME MANNER AS ANY OTHER NORMAL TRANSACTION.

b. Other E-Services

IDC may offer other e-services from time to time. Client may subscribe to these additional e-services by way of attachments hereto.

c. Payment / Funding

Payment for services is collected directly from the citizen. These fees are deposited into an IDC bank account by the payment processor. The Client funds are deposited into the designated Client bank account by the payment processor. Funding is completed to the designated bank accounts within 24 – 48 hours after the transactions are automatically or manually batched to the payment processor. IDC is responsible for charges due to the payment processor to facilitate the credit card and ACH transactions unless otherwise specified in Attachment A. IDC uses multiple back end credit card processing companies. IDC does not handle any funding or the depositing of funds or the withdrawal of funds into any IDC or any Client bank account(s). All funding, withdraws, deposits are done by the merchant payment processor. IDC is authorized to open Merchant ID's on behalf of the Client to facilitate payment processing.

2. IDC RESPONSIBILITY

- a. Maintain the IDC web-services and other web-based management software running on IDCs web server with a subset of the relative data.
- b. Provide the necessary support, installation and training for the Client to administer any required IDC Web Service. Standard setup and training is provided via the internet and telephone. On-site setup and training is optional at the request of the client and the cost will be quoted separately.
- c. Provide the Client with online records of pending / processed payments made by customers via the Internet or over-the-counter.
- d. Maintain web-servers necessary to facilitate IDC Web Services to Clients and its customers.
- e. Ensure that convenience fee is displayed to the customer prior to processing payment. Customer will have the option of canceling the transaction at this point or accepting and processing the payment amount.
- f. IDC acknowledges that as a service provider IDC is responsible for the security of cardholder data that IDC may possess.

3. CLIENT RESPONSIBILITY

- a. Charge to customer using all the services anticipated by this agreement including the appropriate fees as outlined on exhibits attached hereto and made a part hereof.
- b. Remit to IDC charges set forth in the Attachment no later than 30 days. Failure to do so may result in the termination of service for Clients and its customers.
- c. Maintain the equipment and supplies necessary to complete the services anticipated in this agreement. This may include but is not limited to computer equipment, printers and internet connectivity.
- d. Process and mail any necessary paperwork to customers in compliance with all federal, state, and local laws.
- e. Operate IDC Web Services and other services anticipated in this agreement as instructed and in accordance with all applicable laws.
- f. Assist in the promotion of IDC Web Services anticipated by this agreement including, but not limited to, such things as local press release, inclusion in mail-in documents, counter handouts, a link on Client's Web site, and/or other methods utilized by Client in community outreach efforts.
- g. Attain and Maintain Payment Card Industry (PCI) compliance in accordance with the PCI Security Standards Council's Data Security Standards (PCI-DSS).
- h. Submit the following Originator IDs to your bank for Heartland to credit and/or debit your account: WFBEHPS001, 1223755714, 4423755714. Heartland will only debit accounts for the following scenarios: ACH returns, Credit Card Chargebacks or Credit Card refund(s) that are more than the total sales for that day. Heartland must be allowed to debit the account up to the maximum ACH amount set by the Client to recoup funds previously deposited and that they cannot collect on. The default ACH max amount is setup at \$25,000, however this can be increased or decreased at the request of the Client.

4. INDEMNIFICATION

In cases where IDC Web Services involve documents that are to be provided to the Client's customer, Client assumes full responsibility for the generation of such documents. These documents include, but are not limited to receipts printed, permits issued and any other documents that may result from these transactions. It is the Clients' responsibility to make sure that all calculations are correct, and that the customer receives the necessary documentation in a timely manner. Client indemnifies IDC against any and all claims from any customer or other third party arising as a result of using IDC Web Services.

5. TECHNICAL SUPPORT, MAINTENANCE

This agreement entitles the Client to technical support, maintenance, and upgrades for software to be provided by IDC.

6. TERMINATION

This agreement may be terminated by either party upon written notice after the initial Term of Service specified in Attachment A. Notice shall be provided as follows:

From Client to IDC:

Interware Development Company

199 Route 101; Building 7; POB 6240
Amherst, NH 03031

From IDC to Client:

Marion County, Texas

102 W Austin, Room 206
Jefferson, TX 75657

7. RENEWAL

This agreement will automatically renew annually in-perpetuity unless terminated by either party as set forth in section 6.

8. OWNERSHIP

IDC shall retain all rights and all materials developed by IDC and any inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of its obligations hereunder, even if modifications or enhancements are paid for by the Client, unless a separate agreement relating to any such software is secured. Any and all software or other intellectual property delivered to the Client per this Agreement shall be subject to the conditions specified within this Agreement and shall be considered the intellectual property of IDC.

The Client hereby agrees and acknowledges that all rights, title and interest, including without limitation all proprietary rights to all patents, copyrights, trademarks, trade secrets and all other intellectual property of any nature, in and to the Licensed Programs in whatever form, including any written documentation and other material explaining in or referring to such Licensed Programs, and including any modifications, enhancements and derivative works of the Licensed Programs made by or for IDC or for the Client shall belong to and remain solely and exclusively the property of IDC.

IDC reserves the right to place ads on any page of the IDC owned EB2Gov site.

9. NOTICE

Any notices required or permitted hereunder shall be given in writing, via certified mail, or electronic mail with return receipt requested, at the address or e-mail address of each party set forth in paragraph 6 of this agreement, or to such other address as it shall designate by written notice to the other party in the manner contemplated herein, and will be deemed served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

10. GOVERNING LAW

This Agreement shall be construed in accordance with, and its performance and the rights and obligations of the parties hereunder governed by, the laws of the State of New Hampshire.

11. MISCELLANEOUS

No modifications of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. This document, including any attachments, constitutes the full and complete agreement between the parties with respect to the subject matter contained herein, and supersedes all prior written or oral agreements between the parties with respect to same.

12. PCI COMPLIANCE

- a. The Client is responsible for maintaining PCI compliance. Clients must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). The PCI Security Standards identify most IDC clients as Level 4. Level 4 requirements depend upon how credit cards are accepted at the Client site.

- Accepting credit cards over the counter with no Chip and PIN/Signature reader: A Self-Assessment Questionnaire must be completed yearly as well as quarterly scans on the PC's that accept credit cards.
- Accepting credit cards over the counter with Chip and PIN/Signature reader: A 24 question Self-Assessment Questionnaire must be completed year. No quarterly scans.
- Accepting credit cards online only: IDC will comply for merchants that take credit cards online only.

The initial validation should occur no later than sixty (60) days after the account approval. Clients that are required to and have not validated PCI DSS compliance within sixty (60) days after account approval, or in subsequent years on or before the anniversary date of account approval, may be charged a monthly non-compliance fee for each Merchant Identification Number until the payment processor is provided with validation of compliance. Clients may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation.

- b. Per PCI DSS compliance, if required, Client will list IDC as a service provider.
- c. Per PCI DSS compliance IDC, as a service provider, is responsible for the security of cardholder data that IDC may possess. IDC and all systems installed by IDC does not store credit card data.
- d. Per PCI DSS compliance Client acknowledges that there is an established process for engaging service providers, including proper due diligence prior to engagement was adhered to. This may include checking IDC PCI Compliance Certificate via the Interware web site: <https://www.interwaredev.com/solutions/creditcard/>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written below

IDC

Interware Development Company, Inc.

Signature: Carl Kumpf

Date: 3/28/2023

Client

Marion County, Texas

Federal ID #: 1-75-6001061-7

Signature: [Signature]

Date: 3-27-2023

IDC WEB SERVICES Agreement

Attachment A - Selected Services

The Term of Service shall be from the date of the first transaction using IDC services through one year.

Services: Please choose the type of services: ☐ Online Services ☒ Over the Counter services

Payment Options available: Please mark the payment option with an X in the boxes below:

☐ **ACH (Automatic Clearing House):** Funds electronically deposited into Client bank account.
*Online or Over-the-Counter (through IDC Virtual Terminal)

☒ **Credit/Debit Card:** Funds electronically deposited into Client bank account.
*Online or Over-The-Counter

Pricing Options Available: Please mark the option you choose with an 'X' using the "Selection" column below.

	Selection	CC Conv. Fee	Minimum CC Conv. Fee	Online ACH Conv Fee	Online Per Item Fee	Online Per Shopping Cart Fee	Municipal Yearly Subsidy
Option 1	☒	2.99%	\$2.50	\$2.50	\$1.75	\$0.00	\$0.00 *
Option 2	☐	2.99%	\$2.50	\$2.50	\$0.00	\$1.75	\$600.00 *
Option 3	☐	2.99%	\$2.50	\$2.50	\$0.00	\$1.25	\$925.00 *

*Yearly PCI compliance including fees are paid directly by the Client to the security company

Pricing subject to change

IDC will absorb all set up fees, monthly fees and yearly fees associated with the Client's merchant account including, credit card assessment fees, credit card interchange fees, per item fees. Chargebacks, returns or returned checks will be billed back to the Client by IDC if the Client bank rejects draft. Any charges associated with PCI compliance is paid directly by the Client. Estimated charges may apply: \$40.00/year if online only; \$125.00/year if over the counter acceptance of credit cards. Non-PCI compliance fees are charged directly to the Client if the Client falls out of compliance. These fees are \$125.00 per month and per Merchant ID.

Service / Item	Description	Price	Qty	Total
Smart Terminal	Pax A80 with built in receipt printer (\$325 each)	\$325.00		
Smart Terminal	Pax A920 with built in receipt printer (\$550 each)	\$550.00	1	\$225.00
ID Innovations	Standard credit card swipe device, not EMV capable (\$80 each)	\$80.00		
Swap Out Plan	Replaces device at any time with no additional cost required (charged annually \$60 per device, Smart Terminal Devices ONLY)	\$60.00	1	\$60.00
			Total	\$285.00

Interware Development Company

199 Route 101, Building 7

PO Box 6240

Amherst, NH 03031

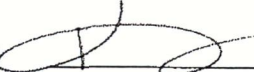
Marion County, Texas

Federal ID#: 1-75-6001061-7

Signature:



Signature:



Date:

3/28/2023

Date:

3-27-2023

Sandra Wright

From: Taylor, Lesley (DSHS) <Lesley.Taylor@dshs.texas.gov>
Sent: Tuesday, February 14, 2023 10:37 AM
To: Leward LaFleur
Cc: Manning, Lesia (DSHS); Sandra Wright
Subject: Marion County Coalition Meeting

Caution: This is an external email that includes a suspicious subject or content. Please use caution when clicking links or opening attachments. When in doubt, contact your IT Department.

Good morning Your Honor-

We had our first meeting yesterday with the newly formed Marion County Coalition for Health Disparities. We had a good turn out and everyone seemed excited about our mission. We are scheduled to have another meeting on 02/27 from 11:30 to 1 pm at St. Paul Methodist Church. I was wondering if you had any suggestions about who else we should include in the coalition. There seems to be plenty of representation for the city of Jefferson, but we would like to include members from other communities in the county so that every area is represented. Please let me know if you have any suggestions about who would could invite that will participate to represent the East side and West side of the county. We would also like to have a representative on the coalition from Jefferson ISD, however, we are not sure who would be the best person to include. Sheriff Capps would be a valuable member as well since he has countywide jurisdiction and also serves as the Emergency Management Coordinator. We would also like to include pastors from as many churches as possible to make sure their congregations are represented. Please let us know your ideas about who might be good candidates to include so that we have countywide representation on the coalition. Thank you for your attention to this mission to improve health in Marion County.

Best,

Lesley D. Taylor

Regional Evaluation and Performance Specialist - Region 4/5 North
Office of Public Health Policy
Texas Department of State Health Services
2521 W. Front St.
Tyler, TX 75702
C (903) 539-2945
lesley.taylor@dshs.texas.gov
healthdisparities@dshs.texas.gov

Sandra Wright

From: Taylor, Lesley (DSHS) <Lesley.Taylor@dshs.texas.gov>
Sent: Wednesday, March 15, 2023 12:11 PM
To: Sandra Wright
Subject: FW: Marion County Coalition Meeting

Caution: This is an external email that includes a suspicious subject or content. Please use caution when clicking links or opening attachments. When in doubt, contact your IT Department.

Sandra-

I wanted to give you guys a brief update on our grant work in Marion County. The coalition is up and running and meeting every other week. We are working on an event slated for June 10, 2023. The event is a resource fair at the Community Center. We are tacking on to an existing event (Adopt a Cop) in hopes to draw more of a crowd. UT Health Science Center is bringing out all of their resources as well as DSHS so that we can make it a well-rounded affair for everyone who attends. I can provide details as they become available.

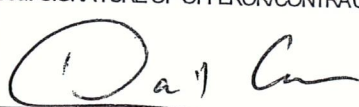
I didn't get a response from Judge related to email below. I know he is extremely busy. I was hoping maybe you could help me. I would like to include Sheriff Capps in the group since he is the county emergency management person and represents county-wide law enforcement. What are your thoughts? I'm sure he is busy as well, however, I feel the sheriff's input is vital to our mission in Marion County.

We have a new grant partner with Texas AgriLife as well. Her name is Keri Henderson. She will be focused on the faith-based communities in Marion County. We are working on a list of pastors/churches in the area. If you have such a list or know where we could access such, please let me know. If you have any suggestions about these two topics or suggestions about any other parties that would be meaningful additions to our group and work, please let me know.

Best,

Lesley D. Taylor

Regional Evaluation and Performance Specialist - Region 4/5 North
 Office of Public Health Policy
 Texas Department of State Health Services
 2521 W. Front St.
 Tyler, TX 75702
 C (903) 539-2945
 lesley.taylor@dshs.texas.gov
 healthdisparities@dshs.texas.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W45XMA3040011		PAGE 1 OF 25	
2. CONTRACT NO. W9126G23P0028		3. AWARD/EFFECTIVE DATE 22-Mar-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G23Q0014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARELLO		b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592		8. SOLICITATION ISSUE DATE 06-Feb-2023	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB NAICS: 922120 SIZE STANDARD: 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO LAKE O' THE PINES PROJECT OFFICE ROBERT "DUSTIN" FLOWERS 2669 FM 726 JEFFERSON TX 75657-4635		CODE 967445		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR COUNTY OF MARION COUNTY JUDGE OFFICE DAVID CAPPS 102 W AUSTIN ST JEFFERSON TX 75657-2246 TELEPHONE NO. (903) 665-7201		CODE 378H0 FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
☐ 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 ☐ 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 See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$19,944.96		
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA ☐ ARE ☐ ARE NOT ATTACHED			
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA ☐ ARE ☐ ARE NOT ATTACHED			
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.				☐ 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David Capps		30c. DATE SIGNED 3-29-23		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MICHAEL A VEGA / Added by UPASS TEL: 817-522-6890 EMAIL: Michael.A.Vega@usace.army.mil		31c. DATE SIGNED 22-Mar-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER
☐ PARTIAL ☐ FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CONTRACTING OFFICER STATEMENT

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY23 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services 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. FOB: Destination MILSTRIP: W45XMA304001110001 PURCHASE REQUEST NUMBER: W45XMA30400111 PSC CD: R499	424	Hours	\$47.04	\$19,944.96
				NET AMT	\$19,944.96
	ACRN AA CIN: W45XMA304001110001				\$19,944.96

W9126G23P0028

Page 4 of 25

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT LAKE O' THE PINES PROJECT OFFICE 2669 FM 726 JEFFERSON TX 75657-4635	ACCEPT BY Government
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ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 254023G587005850 NA 96412
AMOUNT: \$19,944.96

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA304001110001	\$19,944.96

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 14-MAY-2023 TO 06-SEP-2023	N/A	LAKE O' THE PINES PROJECT OFFICE ROBERT "DUSTIN" FLOWERS 2669 FM 726 JEFFERSON TX 75657-4635 (903) 665-2336 FOB: Destination	967445

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
LAKE O' THE PINES, 2023**

MARION COUNTY SHERIFF'S OFFICE

COST PROPOSAL

LABOR COST:

Deputy Salary Rate (man-hour)		<u>\$21.00</u>
Social Security FICA	<u>7.65%</u>	<u>\$1.61</u>
Retirement	<u>11.96%</u>	<u>\$2.51</u>
Worker's Comp.	<u>1.00%</u>	<u>\$0.21</u>
Supplemental Death	<u>0.62%</u>	<u>\$0.12</u>
Liability Ins	<u> </u>	<u> </u>
Other	<u> </u>	<u> </u>
Unemployment Ins.	<u>1.6%</u>	<u>\$0.34</u>
Admin	<u> </u>	<u>\$0.25</u>
TOTAL LABOR COST PER HOUR		<u>\$26.04</u>

VEHICLE COST:

TOTAL VEHICLE COST PER PATROL HOUR	<u>\$21.00</u>
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CONTRACT SUMMARY:

Labor Cost per Man-Hour x 424 MH	<u>\$ 11,040.96</u>
Vehicle Cost per Patrol-Hour x 424 PH	<u>\$ 8,904.00</u>
TOTAL CONTRACT PRICE	<u>\$ 19,944.96</u>

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Marion County Lake O' the Pines 2023

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. 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 increased law enforcement services 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. Scope: Marion County Sheriff's Office (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lake O' the Pines lying within Marion County for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Alley Creek, Brushy Creek, Buckhorn Creek, and Johnson Creek Campgrounds, and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Marion County. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from **19 May 2023** through **04 September 2023**, for a total of **424** patrol hours, further specified in Appendix A to this PWS. Effective start date is **19 May 2023 or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays, and Sundays. (see Appendix A)

1.4 General Information

1.4.1 Quality Control: (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix B). The summary will be completed daily and submitted at the close of each three-day shift to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. During patrols, the deputies will be required to keep and retain a Daily Law Enforcement Log (Appendix C) noting the time in and time out at each Corps of Engineers recreation area. Law Enforcement Logs will also be turned in at the close of each three-day shift. 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.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Juneteenth, Independence Day and Labor Day (see Appendix A).

1.4.4 Hours of Operation: 3:00 p.m. to 11:00 p.m.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Marion County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in

their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representative for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: (Not applicable). This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 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, Quality Assurance POC (QA POC), 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.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the Government Quality Assurance POC (QAPOC) designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the QAPOC: **Robert D. Flowers, Lake Manager, Lake O' the Pines; Alternate: Stacey Coester, Natural Resource Specialist, Lake O' the Pines.** 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.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel: (Not applicable)

1.4.14 Data Rights: (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.4.16 Invoicing: Contractor shall submit a monthly invoice no later than the 5th of every month, listing contract services performed during the previous calendar month:

US Army Corps of Engineers Lake O' the Pines
2669 FM 726
Jefferson, TX 75657
ATTN: Stacey Coester/Robert D. Flowers
Fax: 903-665-8441

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General (If applicable): The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3 Materials: (Not applicable).

1.7. CONTRACTOR MANAGEMENT REPORTING (CMR): (Not applicable)

1.8. APPLICABLE PUBLICATIONS (CURRENT EDITIONS): (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Attachment 3/Appendix A – Patrol Schedule/Hours by Month/ Schedule of Days Worked by Month

1.9.4 Attachment 4/Appendix B – Daily Law Enforcement Action Summary

1.9.5 Attachment 5/Appendix C - Law Enforcement Park Log

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary (Paragraph 1.1 and 1.9.1)

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	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. PWS para. 1.2	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QAPOC as will Law Enforcement Logs signed by Deputies serving under this contract to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE **(Paragraph 1.4.2 and 1.9.2)**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. PWS Para. 1.4.16	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	One invoice, submitted to Corps QA POC	Hard Copy, FAX, or E-mail attachment	1.US Army Corps of Engineers Lake O' the Pines 2669 FM 726 Jefferson TX 75657 ATTN: Robert D. Flowers/ Stacey Coester
Daily Enforcement Action Summaries PWS Para. 1.4.2	At close of each 3 day shift	One copy submitted to QAPOC	Same as above	USACE Lake O' the Pines Attn: Robert D. Flowers/Stacey Coester
Daily Law Enforcement Log PWS Para. 1.4.2	At close of each 3 day shift	One copy submitted to QAPOC	Same as above	USACE Lake O' the Pines Attn: Robert D. Flowers/ Stacey Coester

PERFORMANCE WORK STATEMENT

APPENDIX A

**PATROL SCHEDULE
2023**

Month & Days	Total No. of Days	Patrol hours	Man Hours
May: 19-21, 26-29	7	56	56
June: 2-4, 9-11, 16-19, 23-25, 30	14	112	112
July: 1-4, 7-9, 14-16, 21-23, 28-30	16	128	128
August: 4-6, 11-13, 18-20, 25-27	12	96	96
September: 1-4	4	32	32
Totals	53	424	424

APPENDIX C
DAILY LAW ENFORCEMENT LOG
(See Attached)

Daily Law Enforcement Log

**US Army Corps
of Engineers
FORT WORTH**

LAKE OF THE PINES
Project Name

Date

Contracting Agency

Contract Number

AREAS	TIME OF PATROL		TIME OF PATROL		TIME OF PATROL	
	BEGINNING	ENDING	BEGINNING	ENDING	BEGINNING	ENDING
ALLEY CREEK						
BRUSHY CREEK						
BUCKHORN CREEK						
JOHNSON CREEK						
LAKESIDE PARK						
SHADY GROVE						
OVERLOOK						
PROJECT OFFICE						
HURRICANE CREEK						
OAK VALLEY						
COPELAND CREEK RAMP						
MINIS CHAPEL RAMP						
PINE HILL RAMP						
OUTLET						
OTHERS						

OFFICERS NAME/TANK

SIGNATURE

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the

Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation

(FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar

legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (DEC 2022)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

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

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

(xxi) 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.

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

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

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

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

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

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

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

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

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (DEC 2022).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) (A) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition--

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).]

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all

work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required

to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5277
Revision No.: 23
Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Camp, Cass, Cherokee, Franklin, Harrison, Marion, Morris, Panola, Red River, Titus

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		16.08***
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.20
01013 - Accounting Clerk III		25.66
01020 - Administrative Assistant		28.17
01035 - Court Reporter		14.11***
01041 - Customer Service Representative I		15.54***
01042 - Customer Service Representative II		17.31
01043 - Customer Service Representative III		14.39***
01051 - Data Entry Operator I		15.70***
01052 - Data Entry Operator II		18.85
01060 - Dispatcher, Motor Vehicle		15.19***
01070 - Document Preparation Clerk		15.19***
01090 - Duplicating Machine Operator		14.05***
01111 - General Clerk I		15.33***
01112 - General Clerk II		

01113 - General Clerk III	17.20
01120 - Housing Referral Assistant	18.22
01141 - Messenger Courier	13.04***
01191 - Order Clerk I	17.69
01192 - Order Clerk II	19.30
01261 - Personnel Assistant (Employment) I	17.82
01262 - Personnel Assistant (Employment) II	19.94
01263 - Personnel Assistant (Employment) III	22.22
01270 - Production Control Clerk	21.22
01290 - Rental Clerk	13.97***
01300 - Scheduler, Maintenance	14.62***
01311 - Secretary I	14.62***
01312 - Secretary II	16.35
01313 - Secretary III	18.22
01320 - Service Order Dispatcher	16.84
01410 - Supply Technician	25.66
01420 - Survey Worker	14.30***
01460 - Switchboard Operator/Receptionist	13.09***
01531 - Travel Clerk I	14.28***
01532 - Travel Clerk II	15.29***
01533 - Travel Clerk III	16.19***
01611 - Word Processor I	13.48***
01612 - Word Processor II	15.15***
01613 - Word Processor III	16.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.25
05010 - Automotive Electrician	21.49
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	20.29
05110 - Mobile Equipment Servicer	17.73
05130 - Motor Equipment Metal Mechanic	22.68
05160 - Motor Equipment Metal Worker	20.29
05190 - Motor Vehicle Mechanic	22.68
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.04
05280 - Motor Vehicle Wrecker	20.29
05310 - Painter, Automotive	21.49
05340 - Radiator Repair Specialist	20.29
05370 - Tire Repairer	15.76***
05400 - Transmission Repair Specialist	22.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.10***
07041 - Cook I	11.18***
07042 - Cook II	12.79***
07070 - Dishwasher	9.20***
07130 - Food Service Worker	11.13***
07210 - Meat Cutter	14.20***
07260 - Waiter/Waitress	9.26***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.06
09040 - Furniture Handler	11.41***
09080 - Furniture Refinisher	18.06
09090 - Furniture Refinisher Helper	13.88***
09110 - Furniture Repairer, Minor	15.97***
09130 - Upholsterer	18.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.20***
11060 - Elevator Operator	13.09***
11090 - Gardener	18.03
11122 - Housekeeping Aide	11.54***
11150 - Janitor	11.54***
11210 - Laborer, Grounds Maintenance	14.00***
11240 - Maid or Houseman	10.89***

11260 - Pruner	12.63***
11270 - Tractor Operator	16.68
11330 - Trail Maintenance Worker	14.00***
11360 - Window Cleaner	12.79***
12000 - Health Occupations	
12010 - Ambulance Driver	16.42
12011 - Breath Alcohol Technician	20.21
12012 - Certified Occupational Therapist Assistant	33.58
12015 - Certified Physical Therapist Assistant	35.81
12020 - Dental Assistant	17.85
12025 - Dental Hygienist	36.93
12030 - EKG Technician	21.12
12035 - Electroneurodiagnostic Technologist	21.12
12040 - Emergency Medical Technician	16.42
12071 - Licensed Practical Nurse I	18.06
12072 - Licensed Practical Nurse II	20.21
12073 - Licensed Practical Nurse III	22.53
12100 - Medical Assistant	14.42***
12130 - Medical Laboratory Technician	23.48
12160 - Medical Record Clerk	15.29***
12190 - Medical Record Technician	17.11
12195 - Medical Transcriptionist	16.34
12210 - Nuclear Medicine Technologist	44.42
12221 - Nursing Assistant I	12.28***
12222 - Nursing Assistant II	13.80***
12223 - Nursing Assistant III	15.06***
12224 - Nursing Assistant IV	16.90
12235 - Optical Dispenser	20.89
12236 - Optical Technician	18.06
12250 - Pharmacy Technician	17.48
12280 - Phlebotomist	14.35***
12305 - Radiologic Technologist	28.78
12311 - Registered Nurse I	26.18
12312 - Registered Nurse II	32.02
12313 - Registered Nurse II, Specialist	32.02
12314 - Registered Nurse III	38.75
12315 - Registered Nurse III, Anesthetist	38.75
12316 - Registered Nurse IV	46.43
12317 - Scheduler (Drug and Alcohol Testing)	25.04
12320 - Substance Abuse Treatment Counselor	24.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.80
13012 - Exhibits Specialist II	24.52
13013 - Exhibits Specialist III	30.00
13041 - Illustrator I	19.80
13042 - Illustrator II	24.52
13043 - Illustrator III	30.00
13047 - Librarian	27.16
13050 - Library Aide/Clerk	11.39***
13054 - Library Information Technology Systems Administrator	24.52
13058 - Library Technician	14.01***
13061 - Media Specialist I	17.70
13062 - Media Specialist II	19.80
13063 - Media Specialist III	22.07
13071 - Photographer I	17.70
13072 - Photographer II	19.80
13073 - Photographer III	24.52
13074 - Photographer IV	30.00
13075 - Photographer V	36.30
13090 - Technical Order Library Clerk	14.30***
13110 - Video Teleconference Technician	18.08
14000 - Information Technology Occupations	

14041 - Computer Operator I	17.13
14042 - Computer Operator II	19.16
14043 - Computer Operator III	21.36
14044 - Computer Operator IV	23.74
14045 - Computer Operator V	26.29
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.13
14160 - Personal Computer Support Technician	23.74
14170 - System Support Specialist	26.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.80
15020 - Aircrew Training Devices Instructor (Rated)	38.48
15030 - Air Crew Training Devices Instructor (Pilot)	46.12
15050 - Computer Based Training Specialist / Instructor	31.80
15060 - Educational Technologist	32.16
15070 - Flight Instructor (Pilot)	46.12
15080 - Graphic Artist	18.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.12
15086 - Maintenance Test Pilot, Rotary Wing	46.12
15088 - Non-Maintenance Test/Co-Pilot	46.12
15090 - Technical Instructor	19.15
15095 - Technical Instructor/Course Developer	23.43
15110 - Test Proctor	15.46***
15120 - Tutor	15.46***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.88***
16030 - Counter Attendant	10.88***
16040 - Dry Cleaner	13.71***
16070 - Finisher, Flatwork, Machine	10.88***
16090 - Presser, Hand	10.88***
16110 - Presser, Machine, Drycleaning	10.88***
16130 - Presser, Machine, Shirts	10.88***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.88***
16190 - Sewing Machine Operator	14.37***
16220 - Tailor	15.21***
16250 - Washer, Machine	11.83***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.96
19040 - Tool And Die Maker	23.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.36
21030 - Material Coordinator	21.22
21040 - Material Expediter	21.22
21050 - Material Handling Laborer	14.02***
21071 - Order Filler	14.29***
21080 - Production Line Worker (Food Processing)	18.36
21110 - Shipping Packer	15.90***
21130 - Shipping/Receiving Clerk	15.90***
21140 - Store Worker I	13.13***
21150 - Stock Clerk	17.76
21210 - Tools And Parts Attendant	18.36
21410 - Warehouse Specialist	18.36
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.19
23019 - Aircraft Logs and Records Technician	23.07
23021 - Aircraft Mechanic I	27.78
23022 - Aircraft Mechanic II	29.19

23023 - Aircraft Mechanic III	30.68
23040 - Aircraft Mechanic Helper	20.04
23050 - Aircraft, Painter	25.06
23060 - Aircraft Servicer	23.07
23070 - Aircraft Survival Flight Equipment Technician	25.06
23080 - Aircraft Worker	24.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.78
23110 - Appliance Mechanic	21.19
23120 - Bicycle Repairer	18.50
23125 - Cable Splicer	29.32
23130 - Carpenter, Maintenance	18.11
23140 - Carpet Layer	19.29
23160 - Electrician, Maintenance	22.90
23181 - Electronics Technician Maintenance I	30.29
23182 - Electronics Technician Maintenance II	32.06
23183 - Electronics Technician Maintenance III	33.85
23260 - Fabric Worker	19.86
23290 - Fire Alarm System Mechanic	23.70
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	22.62
23312 - Fuel Distribution System Operator	17.66
23370 - General Maintenance Worker	17.88
23380 - Ground Support Equipment Mechanic	27.78
23381 - Ground Support Equipment Servicer	23.07
23382 - Ground Support Equipment Worker	24.42
23391 - Gunsmith I	18.50
23392 - Gunsmith II	21.17
23393 - Gunsmith III	23.70
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.08
23430 - Heavy Equipment Mechanic	22.35
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	23.70
23465 - Laboratory/Shelter Mechanic	22.42
23470 - Laborer	14.02***
23510 - Locksmith	22.42
23530 - Machinery Maintenance Mechanic	26.66
23550 - Machinist, Maintenance	19.62
23580 - Maintenance Trades Helper	15.27***
23591 - Metrology Technician I	23.70
23592 - Metrology Technician II	24.91
23593 - Metrology Technician III	26.11
23640 - Millwright	24.84
23710 - Office Appliance Repairer	21.19
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	23.97
23810 - Plumber, Maintenance	22.68
23820 - Pneudraulic Systems Mechanic	23.70
23850 - Rigger	22.02
23870 - Scale Mechanic	21.17
23890 - Sheet-Metal Worker, Maintenance	22.93
23910 - Small Engine Mechanic	20.01
23931 - Telecommunications Mechanic I	31.20
23932 - Telecommunications Mechanic II	32.79
23950 - Telephone Lineman	36.77
23960 - Welder, Combination, Maintenance	21.09
23965 - Well Driller	25.52
23970 - Woodcraft Worker	23.70

23980 - Woodworker	18.50
24000 - Personal Needs Occupations	
24550 - Case Manager	16.40
24570 - Child Care Attendant	9.49***
24580 - Child Care Center Clerk	13.02***
24610 - Chore Aide	10.86***
24620 - Family Readiness And Support Services Coordinator	16.40
24630 - Homemaker	16.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.34
25040 - Sewage Plant Operator	19.87
25070 - Stationary Engineer	23.71
25190 - Ventilation Equipment Tender	16.86
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.70
27007 - Baggage Inspector	14.06***
27008 - Corrections Officer	20.08
27010 - Court Security Officer	21.34
27030 - Detection Dog Handler	15.74***
27040 - Detention Officer	20.08
27070 - Firefighter	20.23
27101 - Guard I	14.06***
27102 - Guard II	15.74***
27131 - Police Officer I	22.46
27132 - Police Officer II	24.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.51***
28042 - Carnival Equipment Repairer	14.60***
28043 - Carnival Worker	10.20***
28210 - Gate Attendant/Gate Tender	15.11***
28310 - Lifeguard	11.70***
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	12.34***
28515 - Recreation Specialist	20.95
28630 - Sports Official	13.46***
28690 - Swimming Pool Operator	16.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.30
29020 - Hatch Tender	23.30
29030 - Line Handler	23.30
29041 - Stevedore I	21.89
29042 - Stevedore II	24.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	18.25
30022 - Archeological Technician II	20.42
30023 - Archeological Technician III	25.30
30030 - Cartographic Technician	25.30
30040 - Civil Engineering Technician	23.23
30051 - Cryogenic Technician I	28.01
30052 - Cryogenic Technician II	30.95
30061 - Drafter/CAD Operator I	18.25
30062 - Drafter/CAD Operator II	20.42
30063 - Drafter/CAD Operator III	22.76
30064 - Drafter/CAD Operator IV	28.01
30081 - Engineering Technician I	17.57
30082 - Engineering Technician II	19.72
30083 - Engineering Technician III	22.06
30084 - Engineering Technician IV	27.33

30085 - Engineering Technician V	33.43
30086 - Engineering Technician VI	40.44
30090 - Environmental Technician	25.56
30095 - Evidence Control Specialist	25.30
30210 - Laboratory Technician	29.34
30221 - Latent Fingerprint Technician I	28.01
30222 - Latent Fingerprint Technician II	30.95
30240 - Mathematical Technician	25.30
30361 - Paralegal/Legal Assistant I	20.47
30362 - Paralegal/Legal Assistant II	25.36
30363 - Paralegal/Legal Assistant III	31.02
30364 - Paralegal/Legal Assistant IV	37.54
30375 - Petroleum Supply Specialist	30.95
30390 - Photo-Optics Technician	25.30
30395 - Radiation Control Technician	30.95
30461 - Technical Writer I	25.30
30462 - Technical Writer II	31.19
30463 - Technical Writer III	37.52
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	28.01
30502 - Weather Forecaster II	34.07
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.76
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	13.60***
31030 - Bus Driver	18.80
31043 - Driver Courier	13.50***
31260 - Parking and Lot Attendant	12.25***
31290 - Shuttle Bus Driver	13.16***
31310 - Taxi Driver	12.71***
31361 - Truckdriver, Light	14.48***
31362 - Truckdriver, Medium	15.99***
31363 - Truckdriver, Heavy	21.42
31364 - Truckdriver, Tractor-Trailer	21.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	10.72***
99050 - Desk Clerk	10.83***
99095 - Embalmer	27.28
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	11.61***
99252 - Laboratory Animal Caretaker II	12.51***
99260 - Marketing Analyst	28.74
99310 - Mortician	27.28
99410 - Pest Controller	17.09
99510 - Photofinishing Worker	14.90***
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	22.87
99730 - Refuse Collector	17.30
99810 - Sales Clerk	12.21***
99820 - School Crossing Guard	14.60***
99830 - Survey Party Chief	24.42
99831 - Surveying Aide	14.96***
99832 - Surveying Technician	20.50
99840 - Vending Machine Attendant	19.29
99841 - Vending Machine Repairer	23.85
99842 - Vending Machine Repairer Helper	19.29

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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