

SPECIAL MEETING AGENDA

Siskiyou County
Air Pollution Control District
525 S. Foothill Drive
Yreka, CA 96097

August 25, 2026

Board of Directors:

Ed Valenzuela
Supervisor, District 2

Michael N. Kobseff
Supervisor, District 3

Nancy Ogren
Supervisor, District 4

Ray A. Haupt
Supervisor, District 5

Pat Vela
City of Montague

Juliana Lucchesi
City of Dunsmuir

Dana Barton
Chief Deputy County Counsel

Laura Bynum
Ex-Officio Clerk to the Board

This agenda contains a brief general description of each item to be considered. If you wish to speak on an item on the agenda, please complete a Speaker's Card identifying the item(s) and return it to the Board Clerk. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during Public Comment will be limited to three minutes, or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the District Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. When addressing the District Board, please state your name for the record prior to providing your comments. Please address the District Board as a whole through the Chair. Comments to individual District Board members or staff are not permitted.

Availability of Public Records. All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the County Clerk's Office, 311 Fourth Street, Room 201, Yreka CA 96097 at the same time that the public records are distributed or made available to the members of the District Board. All supporting documentation is available for public review in the office of the County Clerk, 311 Fourth Street, Room 201, Yreka, CA 96097, during regular business hours, 9 a.m. – noon and 1 p.m. to 4 p.m., Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the County Clerk's Office 48 hours prior to the meeting at (530) 842.8081, or toll free at 1.888.854.2000, ext. 8081.

NOTE: This meeting is being agendized to allow Air Pollution Control District staff and the public to participate in the meeting via teleconference.

To participate in this TEAMS meeting, please go to:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter the Meeting ID and Passcode listed below

Conference Call In Number: **1-872-240-8062**, Phone Conference ID: **610 197 081#**

Meeting ID: **283 663 695 645 129**, Passcode: **hA9bJ2n3**

During the call you may press *5 on your phone to 'raise your hand' OR click on the "Participants" icon at bottom center of your computer or phone screen, then click the "Raise Hand" button to ask to speak during the meeting.

*For those wishing to appear in person, the location of the meeting is:
Siskiyou County Meeting Chambers, 311 Fourth Street, Yreka CA.*

1. 9:00 A.M. – Flag Salute

2. Roll Call

3. Presentations from the Public

PLEASE NOTE: This time slot is for information from the public. No action or discussion will be conducted on matters presented at this time. You will be allowed three (3) minutes for your presentation. Written comments can be presented if so desired, by providing a minimum of 7 copies to the Clerk. When addressing the District Board, please state your name for the record prior to providing your comments. Please address the District Board as a whole through the Chair. Comments should be limited to matters within the jurisdiction of the District Board.

4. Consent Agenda

- A. Air Pollution Control District – Adopt Resolution authorizing the District to participate in the US Geological Survey (USGS) Acid Rain Monitoring Program and accept an award, in the amount of \$44,600 for the performance period June 1, 2026 through May 31, 2031.

5. Public Hearings – (Public Hearing Protocol)

1. Opening of the hearing by the Chairman;
2. Reading Order of Presentation into the record or identification of the Order of Presentation as being that which is set forth in the associated Agenda;
3. Presentation of staff report, if any;
4. Presentation of correspondence, which correspondence may be read, circulated or acknowledged and made part of the record;
5. Presentation of reports, arguments, or evidence by staff of other county departments or public agencies;

6. Proponents arguments and/or evidence;
7. Opponents arguments and/or evidence;
8. Public comments (The Board reserves the right to reasonably limit the length of time of individual comments and/or the total amount of time allotted to public comments.)
9. Rebuttal by proponents;
10. Rebuttal by opponents;
11. Close of hearing;
12. Discussion by members of the Board, if any;
13. Entertainment of motion and second;
14. Discussion of the question;
15. Decision.

- A. Air Pollution Control District – Public hearing to consider adoption of the Fiscal Year 2026-2027 Recommended budget, including but not limited to: Siskiyou County Air District budget and current Air District grant programs' budgets.

6. Minute Approval

- A. March 17, 2026.

7. Adjournment

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular Time Requested: 5 min Meeting Date: 8/25/26 4A
OR
Consent ☒

Contact Person/Department: Dian Collier/Air Pollution Phone: 841-4111

Address: 525 S. Foothill DR, Yreka, CA 96097

Person Appearing/Title: Dian Collier, CFO APCD

Subject/Summary of Issue:

Ratification of the application for bid for services solicited by United States Geological Survey (USGS) from the Siskiyou County Air Pollution District and acceptance of the Acid Rain monitoring award 140G0126P0171 from the USGS National Acquisitions Branch.

The total award is non-matching in the amount of \$44,600.00 over the term of 5 years beginning June 1, 2026 and ending May 31, 2031.

Financial Impact:

NO	☐	Describe why no financial impact: Presentation and staff direction only
YES	☒	Describe impact by indicating amount budgeted and funding source below
Amount: <u>44,600</u>		
Fund:	<u>2502</u>	Description: <u>Air Pollution</u> Org.: <u>401050</u> Description: <u>Air Pollution</u>
Account:	<u>542700</u>	Description: <u>Federal Other</u>
Activity Code:		Description:
Local Preference: YES ☐ NO ☐		
For Contracts – Explain how vendor was selected:		
Additional Information:		

Recommended Motion:

Respectfully request that the Air Pollution Control District Board of Directors adopt the resolution authorizing the District to accept the \$44,600 award from the USGS National Acquisitions Branch to continue acid rain monitoring activities, and ratify the submission of such bid application and to accept the award in the amount of \$44,600, and to authorize the Auditor to establish a budget as such.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) ☒ Quantity: 1

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

Revised 8/09/2021

Resolution No.____ - ____

**A RESOLUTION OF THE SISKIYOU COUNTY AIR POLLUTION CONTROL BOARD
AUTHORIZING THE DISTRICT TO PARTICIPATE IN THE USGS ACID RAIN MONITORING
PROGRAM**

WHEREAS, the United States Geological Survey has elected to solicit and award the Siskiyou County Air Pollution Control District (APCD) as a sole source provider for acid rain bucket monitoring services; and

WHEREAS, the USGS has awarded the APCD an agreement for the acid rain monitoring services; and

WHEREAS, the District shall receive reimbursement from the USGS each year for acid rain monitoring services as outlined in the award.

NOW, THEREFORE, BE IT RESOLVED that the Siskiyou County Air Pollution Control Board hereby:

- 1) Appoints the Air Pollution Control Officer as signature authority for the District to conduct all negotiations and execute and submit all necessary Program documents for this award and future awards to continue the acid rain monitoring program;
- 2) Authorizes budget appropriations, expenditures which include salaries, benefits, public outreach, education and administrative expenses, associated with and in furtherance of the Program;

I hereby certify that the foregoing is a full, true and correct copy of the Resolution duly and regularly adopted by the Siskiyou County Air Pollution Control District this 25th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juliana Lucchesi, Chair
Siskiyou County Air Pollution Control District
Board of Directors

ATTEST: LAURA BYNUM, COUNTY CLERK
Board of Directors

By: Deputy

ORDER FOR SUPPLIES OR SERVICES							PAGE 1	OF 1	PAGES 46
IMPORTANT: Mark all packages and papers with contract and/or order numbers.									
1. DATE OF ORDER		2. CONTRACT NO. (If any) 140G0126P0171			6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 0044036809			a. NAME OF CONSIGNEE USGS Obs Systems Div				
5. ISSUING OFFICE (Address correspondence to) USGS NATIONAL ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192					b. STREET ADDRESS 12201 Sunrise Valley Dr, MS 440				
					c. CITY Reston		d. STATE VA		e. ZIP CODE 20192
7. TO: Klev Hegdal					f. SHIP VIA				
a. NAME OF CONTRACTOR COUNTY OF SISKIYOU					8. TYPE OF ORDER				
b. COMPANY NAME					☒ a. PURCHASE			☐ b. DELIVERY	
c. STREET ADDRESS 311 4TH ST					REFERENCE YOUR:			Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY YREKA					e. STATE CA		f. ZIP CODE 96097-2946		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
9. ACCOUNTING AND APPROPRIATION DATA 01					10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) ☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB								12. F.O.B. POINT	
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/31/2027			16. DISCOUNT TERMS	
a. INSPECTION Destination		b. ACCEPTANCE Destination							
17. SCHEDULE (See reverse for Rejections)									
ITEM NUMBER (a)	SUPPLIES OR SERVICES (b)				QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The attached clauses and specifications labeled "Attachment A" and Wage Determination labeled "Attachment B" are hereby incorporated into this purchase order. Continued...								
SEE BILLING INSTRUCTIONS ON REVERSE		18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
		21. MAIL INVOICE TO:							
		a. NAME USGS Office of Acct & Fin. Mgt						\$8,500.00	
		b. STREET ADDRESS Payables, Mail Stop 270 (or P.O. Box) 12201 Sunrise Valley Drive						\$8,500.00	
		c. CITY Reston		d. STATE VA		e. ZIP CODE 20192			
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) Brian Baker TITLE: CONTRACTING/ORDERING OFFICER			

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NUMBER

PAGE 2 OF 46

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NUMBER 140G0126P0171	ORDER NUMBER				
ITEM NUMBER (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	For questions regarding this Purchase Order, please contact: Contracting Officer Brian Baker brian_baker@ios.doi.gov CO Invoice Review Required: N Admin Office: USGS OAG National Acq. Branch 205 National Center 12201 Sunrise Valley Drive Reston VA 20192 Account Assignm: K G/L Account: 610000251B Business Area: G000 Commitment Item: 251B00 Cost Center: GGHWDJ3200 Functional Area: G40600000.000000 Fund: 267G0804MD Fund Center: GGHWDJ3200 Project/WBS: GX.26.DJ32.UFDNT.00 PR Acct Assign: 01 Period of Performance: 06/01/2026 to 05/31/2027					
00010	CA76 - Base Year SISKIYOU COUNTY FY26				8,500.00	
00020	Option Period One (1) - USGS Precipitation Sample Collection at NADP-NTN Site CA76 Amount: \$8,500.00 (Option Line Item) Anticipated Exercise Date 06/01/2027 Period of Performance: 06/01/2027 to 05/31/2028				0.00	
00030	Option Period Two (2) - USGS Precipitation Sample Collection at NADP-NTN Site CA76 Amount: \$9,200.00 (Option Line Item) Anticipated Exercise Date 06/01/2028 Period of Performance: 06/01/2028 to 05/31/2029				0.00	

Continued

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)

▶ \$8,500.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NUMBER

PAGE 3 OF 46

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NUMBER	ORDER NUMBER				
	140G0126P0171					
ITEM NUMBER (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00040	Option Period Three (3) - USGS Precipitation Sample Collection at NADP-NTN Site CA76 Amount: \$9,200.00 (Option Line Item) Anticipated Exercise Date 06/01/2029 Period of Performance: 06/01/2029 to 05/31/2030				0.00	
00050	Option Period Four (4) - USGS Precipitation Sample Collection at NADP-NTN Site CA76 Amount: \$9,200.00 (Option Line Item) Anticipated Exercise Date 06/01/2030 Period of Performance: 06/01/2030 to 05/31/2031				0.00	
	The total amount of award: \$44,600.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)

► \$0.00

Statement of Work

I. GENERAL INFORMATION

- A. Introduction: Operate a field located precipitation collection station, on a weekly basis, as part of the USGS National Trends Network (NTN), in accordance with instructions described in the Operations Manuals (provided). Perform all the functions described in the Manuals. In the laboratory, perform the required measurements, complete the Reporting Form, package the sample, and ship it to the laboratory via FedEx 2nd Day Air, using USGS provided prepaid mailers.
- B. Background: No problems in operations other than rare inaccessibility of the site due to extreme weather conditions have been encountered.

II. WORK REQUIREMENTS

A. Technical Requirements

- 1. Work requirements: The stations consist of an automatic wet/dry precipitation collector, weighing and recording rain gage with anchor base, and an event recorder. A precipitation sample will be collected on a weekly basis (each Tuesday morning) according to the protocol described in the NTN Site Operations Manual which is included with this request. A new sampling protocol was established in 2021 that uses a plastic bag to collect precipitation. Guidance on this sampling protocol is provided in a training webinar available at this url, <http://nadp.slh.wisc.edu/siteops/webinars>.
- 2. Criteria for acceptance: The entire NADP network contracts with the Wisconsin State Laboratory of Hygiene (WSLH), and site operators deal directly with key personnel at WSLH regarding site specifications and maintenance, their performance, site operations, checking of data contained in the Reports Form, arranging for provision of needed replacement parts and when necessary, guidance and training. As appropriate, a WSLH employee or the site operator can contact the USGS directly for assistance or guidance.

B. Deliverables

- 1. The weekly sample collected each Tuesday morning is evaluated, the Report Form completed, and the sample shipped to the laboratory (for evaluation, chemical analysis, data entry, and subsequent reporting). At times of excessive rain or snow accumulations, the site operator is expected to check the volume and if appropriate, remove the sample and reload the collector with a clean bucket, prepare a Report Form, and ship the sample to the laboratory. Receipt of the sample at the laboratory is defined as 'acceptance of the work product.'
- 2. Precipitation samples shall be delivered to the following address: Wisconsin State Laboratory of Hygiene, 465 Henry Mall, Madison, WI 53706.

III. SUPPORTING INFORMATION

- A. Place of Performance: The station, designated site CA76 in the NADP-NTN network is located in Siskiyou County, near Yreka, California latitude: 41.7662, longitude: 122.4798 on land owned by Siskiyou County.
- B. Period of Performance: The period of performance shall be one year, plus four option years.
- C. Government Furnished Property: 1. Collector-N-Con ADS 00-120, cost \$4,200.
2. Rain gauge Hach OTT Pluvio2, cost \$7,078. 3. Back-up rain gauge 8" cylinder, cost \$500. 4. AC power.
- D. Special Considerations:
 - 1. Key personnel requirements. Providers are federal, state, and local governmental agencies, public and private universities, non-profit organizations, and private individuals. The actual site operators include scientists, university faculty, graduate students, laboratory technicians, and others with some technical background.
 - 2. Data Rights. All site information, data, and reports produced, as well as software prepared and used by NADP is publicly owned.
 - 3. Security/Privacy issues. There is none to our knowledge. As of this date, we are not aware of any security clearances requirements. All providers must have an Entity number and be registered in the System for Award Management (SAM).

(End Statement of Work)

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)

52.204-27

Prohibition on a ByteDance Covered Application

Jun 2023

(a) *Definitions*. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including

certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-30**Federal Acquisition Supply Chain Security Act Orders—Prohibition****Dec 2023**

(a) *Definitions*. As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:*]

Yes ☐ No ☒ DHS FASCSA order

Yes ☐ No ☒ DoD FASCSA order

Yes ☐ No ☒ DNI FASCSA order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.212-4**Contract Terms and Conditions
Commercial Products and Commercial Services****Nov 2023**

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

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

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

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

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

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#)
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

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

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

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

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

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

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

(End of Clause)

52.212-5

**Contract Terms and Conditions Required to Implement Statutes or
Executive Orders -- Commercial Products and Commercial Services**

Feb 2024

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
 - (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- _____ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- _____ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- _____ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X _____ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).
- X _____ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- _____ (6) [Reserved].
- _____ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct [2016](#)) (Pub. L. 111-117, section 743 of Div. C).
- _____ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X _____ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- X _____ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- _____ (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
- _____ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- _____ (12) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- _____ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- _____ (14) [Reserved]
- _____ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- _____ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- _____ (17) [Reserved]
- _____ (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- _____ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- _____ (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- _____ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- _____ (20) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- _____ (21) (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
- _____ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- _____ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- _____ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- _____ (v) Alternate IV (Sep 2023) of [52.219-9](#).
- _____ (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- _____ (ii) Alternate I (Mar 2020) of [52.219-13](#).

- _____ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).
- _____ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- _____ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ([15 U.S.C. 657f](#)).
- X _____ (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Feb 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- _____ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- _____ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- _____ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- _____ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- _____ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X _____ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- _____ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- X _____ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _____ (34) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- _____ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- _____ (35) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- _____ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X _____ (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- _____ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- _____ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- _____ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X _____ (39) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _____ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _____ (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- _____ (41) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _____ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- _____ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- _____ (44) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- _____ (45) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- _____ (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- _____ (47) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X _____ (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- _____ (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- _____ (50) [52.223-21](#), Foams (Jun 2016) (E.O. 13693)..
- _____ (51) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- _____ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- _____ (52) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
- _____ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- _____ (53) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- _____ (ii) Alternate I [Reserved].
- _____ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- _____ (iv) Alternate III (Feb 2024) of [52.225-3](#).
- _____ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- _____ (54) [52.225-5](#), Trade Agreements (Nov 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X _____ (55) [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).
- _____ (56) [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).
- _____ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- _____ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- _____ (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- _____ (60) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- _____ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- X _____ (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- _____ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- _____ (64) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- _____ (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- _____ (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- _____ (67) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- _____ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- _____ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- X _____ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
 - X _____ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - _____ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - _____ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - _____ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - _____ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - X _____ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - X _____ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - _____ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).
- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
(B) Alternate I (Dec 2023) of [52.204-30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xvi) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

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

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

(xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

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

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

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

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

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

(xxvi) [52.247-64](#), 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)

52.217-8

Option to Extend Services

Nov 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9

Option to Extend the Term of the Contract

Mar 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.252-2

Clauses Incorporated by Reference

Feb 1998

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

Clause	Title	Date
52.204-13	System for Award Management Maintenance	October 2018
52.204-16	Commercial and Government Entity Code Reporting	August 2020
52.204-18	Commercial and Government Entity Code Maintenance	August 2020
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.223-6	Drug-Free Workplace	May 2001
52.227-14	Rights in Data – General	May 2014
52.232-1	Payments	April 1984
52.243-1	Changes—Fixed Price Alternate I	April 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	March 2023
52.246-1	Contractor Inspection Requirements	April 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984

(End of Clauses Incorporated by Reference)

GS0199

PREVENTION OF MALICIOUS CODE

June 2018

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code

imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site

(End of Clause)

GREEN ACQUISITION

(July 2018)

The USGS is committed to promoting the natural environment and protecting the health and well-being of people. In the performance of work under this contract, the Contractor shall exert its best efforts to provide services in a manner that will promote the natural environment and protect health and well-being. Green purchasing or environmentally preferable contracting includes the initiatives described below:

Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>

Biobased Products are described at <http://www.biopreferred.gov/>

Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products.

Environmentally Preferable Computers are described at <http://www.epeat.net>

Significant New Alternatives Program (SNAP) are described at <http://www.epa.gov/snap/overview-snap>

The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Water efficient products and services are described at <https://www.epa.gov/watersense>

(End of Clause)

USGS UNILATERAL DEOBLIGATIONS

MAY 2013

Beginning May 2013, Contracting Officers may deobligate unexpended balances with a unilateral administrative modification when all of the following apply –

(a) The following clause is included in the award, either initially or subsequently by bilateral modification: The contractor shall submit all invoices under the award no later than 90 calendar days after the period of performance

has expired, unless a request for extension has been submitted to the Contracting Officer. After 120 days has passed since the expiration of the performance period, the government reserves the right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout procedures.

(b) The Contracting Officer has contacted the cognizant program official to confirm that all work is complete and deliverables received and accepted

(c) The Contracting Officer has determined that the vendor has invoiced and been paid all amounts due under the award.

(d) All additional closeout procedures will be initiated as appropriate.

(End of Clause)

DOI ELECTRONIC INVOICING

APRIL 2013

Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Send a copy of the final invoice.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the original contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

GS0231

TECHNICAL LIAISON - TECHNICAL DIRECTION

DEC 2024

a) The performance required herein shall be subject to the technical clarification of the Technical Liaison (TL) as identified below. As used herein, "technical clarification" is defined as communication to help the contractor fully understand the requirements.

(b) The Technical Liaison is not delegated any Contracting Officer's Representative responsibilities.

(c) The Technical Liaison may not modify the requirements in any way. All modifications must be authorized by the

Contracting Officer.

(d) The contractor shall immediately notify the Contracting Officer, in writing, if they believe the Technical Liaison is directing work outside the requirements of this contract. The contractor may not be reimbursed for any work outside the requirements of this contract.

(e) The Technical Liaison assigned for this contract is: Noel Deyette, 1-518-285-5600 x642, ndeyette@usgs.gov

(f) Only the Contracting Officer may designate a new Technical Liaison.

(End of Clause)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 |
 | Wage Determination No.: 2015-5677
 Daniel W. Simms Division of | Revision No.: 29
 Director Wage Determinations | Date Of Last Revision: 12/03/2025
 _____|_____

State: California

Area: California Counties of Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.74
01012 - Accounting Clerk II		22.16
01013 - Accounting Clerk III		24.79
01020 - Administrative Assistant		35.12
01035 - Court Reporter		23.06
01041 - Customer Service Representative I		18.30
01042 - Customer Service Representative II		19.97
01043 - Customer Service Representative III		22.41
01051 - Data Entry Operator I		18.72
01052 - Data Entry Operator II		20.43
01060 - Dispatcher, Motor Vehicle		25.75

01070 - Document Preparation Clerk	17.66
01090 - Duplicating Machine Operator	17.66
01111 - General Clerk I	17.78
01112 - General Clerk II	19.40
01113 - General Clerk III	21.78
01120 - Housing Referral Assistant	24.71
01141 - Messenger Courier	17.94
01191 - Order Clerk I	20.67
01192 - Order Clerk II	22.55
01261 - Personnel Assistant (Employment) I	20.27
01262 - Personnel Assistant (Employment) II	22.68
01263 - Personnel Assistant (Employment) III	25.29
01270 - Production Control Clerk	28.18
01290 - Rental Clerk	21.34
01300 - Scheduler, Maintenance	19.82
01311 - Secretary I	19.82
01312 - Secretary II	22.17
01313 - Secretary III	24.71
01320 - Service Order Dispatcher	23.02
01410 - Supply Technician	35.12
01420 - Survey Worker	26.94
01460 - Switchboard Operator/Receptionist	20.05
01531 - Travel Clerk I	18.49
01532 - Travel Clerk II	20.24
01533 - Travel Clerk III	22.17
01611 - Word Processor I	17.73
01612 - Word Processor II	19.92
01613 - Word Processor III	22.28
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.11
05010 - Automotive Electrician	27.70
05040 - Automotive Glass Installer	26.06
05070 - Automotive Worker	26.06

05110 - Mobile Equipment Servicer	22.75
05130 - Motor Equipment Metal Mechanic	29.37
05160 - Motor Equipment Metal Worker	26.06
05190 - Motor Vehicle Mechanic	29.37
05220 - Motor Vehicle Mechanic Helper	21.05
05250 - Motor Vehicle Upholstery Worker	24.40
05280 - Motor Vehicle Wrecker	26.06
05310 - Painter, Automotive	27.70
05340 - Radiator Repair Specialist	26.06
05370 - Tire Repairer	18.24
05400 - Transmission Repair Specialist	29.37
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.63
07041 - Cook I	21.76
07042 - Cook II	24.93
07070 - Dishwasher	16.98
07130 - Food Service Worker	17.37
07210 - Meat Cutter	20.18
07260 - Waiter/Waitress	16.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.49
09040 - Furniture Handler	16.78
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.34
09110 - Furniture Repairer, Minor	22.17
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.03
11060 - Elevator Operator	19.74
11090 - Gardener	26.18
11122 - Housekeeping Aide	19.74
11150 - Janitor	19.74
11210 - Laborer, Grounds Maintenance	20.47

11240 - Maid or Houseman	17.31
11260 - Pruner	19.02
11270 - Tractor Operator	24.23
11330 - Trail Maintenance Worker	20.47
11360 - Window Cleaner	21.25
12000 - Health Occupations	
12010 - Ambulance Driver	22.77
12011 - Breath Alcohol Technician	31.78
12012 - Certified Occupational Therapist Assistant	43.60
12015 - Certified Physical Therapist Assistant	38.83
12020 - Dental Assistant	28.80
12025 - Dental Hygienist	56.01
12030 - EKG Technician	48.17
12035 - Electroneurodiagnostic Technologist	48.17
12040 - Emergency Medical Technician	22.77
12071 - Licensed Practical Nurse I	28.41
12072 - Licensed Practical Nurse II	31.78
12073 - Licensed Practical Nurse III	35.44
12100 - Medical Assistant	22.68
12130 - Medical Laboratory Technician	38.52
12160 - Medical Record Clerk	21.96
12190 - Medical Record Technician	24.56
12195 - Medical Transcriptionist	28.41
12210 - Nuclear Medicine Technologist	69.85
12221 - Nursing Assistant I	16.02
12222 - Nursing Assistant II	18.03
12223 - Nursing Assistant III	19.67
12224 - Nursing Assistant IV	22.08
12235 - Optical Dispenser	22.58
12236 - Optical Technician	28.41
12250 - Pharmacy Technician	23.36
12280 - Phlebotomist	28.99
12305 - Radiologic Technologist	52.90

12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II, Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III, Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	39.38
12320 - Substance Abuse Treatment Counselor	30.65
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	18.39
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	23.70
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	23.09
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.94
14042 - Computer Operator II	23.43

14043 - Computer Operator III	26.11
14044 - Computer Operator IV	29.02
14045 - Computer Operator V	32.14
14071 - Computer Programmer I (see 1)	23.09
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	20.94
14160 - Personal Computer Support Technician	29.02
14170 - System Support Specialist	32.14
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	38.28
15020 - Aircrew Training Devices Instructor (Rated)	46.32
15030 - Air Crew Training Devices Instructor (Pilot)	55.54
15050 - Computer Based Training Specialist / Instructor	38.28
15060 - Educational Technologist	40.76
15070 - Flight Instructor (Pilot)	55.54
15080 - Graphic Artist	28.18
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	55.54
15086 - Maintenance Test Pilot, Rotary Wing	55.54
15088 - Non-Maintenance Test/Co-Pilot	55.54
15090 - Technical Instructor	25.32
15095 - Technical Instructor/Course Developer	30.97
15110 - Test Proctor	20.44
15120 - Tutor	20.44
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	18.77
16030 - Counter Attendant	18.77
16040 - Dry Cleaner	21.45
16070 - Finisher, Flatwork, Machine	18.77

16090 - Presser, Hand	18.77
16110 - Presser, Machine, Drycleaning	18.77
16130 - Presser, Machine, Shirts	18.77
16160 - Presser, Machine, Wearing Apparel, Laundry	18.77
16190 - Sewing Machine Operator	22.35
16220 - Tailor	23.25
16250 - Washer, Machine	19.66
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	33.48
19040 - Tool And Die Maker	41.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	26.45
21030 - Material Coordinator	28.18
21040 - Material Expediter	28.18
21050 - Material Handling Laborer	19.51
21071 - Order Filler	18.47
21080 - Production Line Worker (Food Processing)	26.45
21110 - Shipping Packer	25.40
21130 - Shipping/Receiving Clerk	25.40
21140 - Store Worker I	17.79
21150 - Stock Clerk	21.96
21210 - Tools And Parts Attendant	26.45
21410 - Warehouse Specialist	26.45
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.87
23019 - Aircraft Logs and Records Technician	28.96
23021 - Aircraft Mechanic I	34.88
23022 - Aircraft Mechanic II	36.87
23023 - Aircraft Mechanic III	38.90
23040 - Aircraft Mechanic Helper	24.99
23050 - Aircraft, Painter	32.90
23060 - Aircraft Servicer	28.96
23070 - Aircraft Survival Flight Equipment Technician	32.90

23080 - Aircraft Worker	30.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.94
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.88
23110 - Appliance Mechanic	33.48
23120 - Bicycle Repairer	26.26
23125 - Cable Splicer	62.77
23130 - Carpenter, Maintenance	36.03
23140 - Carpet Layer	31.49
23160 - Electrician, Maintenance	36.16
23181 - Electronics Technician Maintenance I	31.49
23182 - Electronics Technician Maintenance II	33.48
23183 - Electronics Technician Maintenance III	35.50
23260 - Fabric Worker	29.49
23290 - Fire Alarm System Mechanic	35.50
23310 - Fire Extinguisher Repairer	27.49
23311 - Fuel Distribution System Mechanic	44.74
23312 - Fuel Distribution System Operator	34.64
23370 - General Maintenance Worker	23.31
23380 - Ground Support Equipment Mechanic	34.88
23381 - Ground Support Equipment Servicer	28.96
23382 - Ground Support Equipment Worker	30.94
23391 - Gunsmith I	27.49
23392 - Gunsmith II	31.49
23393 - Gunsmith III	35.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.55
23430 - Heavy Equipment Mechanic	34.62
23440 - Heavy Equipment Operator	34.65
23460 - Instrument Mechanic	35.50

23465 - Laboratory/Shelter Mechanic	33.48
23470 - Laborer	19.51
23510 - Locksmith	33.48
23530 - Machinery Maintenance Mechanic	33.33
23550 - Machinist, Maintenance	26.41
23580 - Maintenance Trades Helper	20.67
23591 - Metrology Technician I	35.50
23592 - Metrology Technician II	37.52
23593 - Metrology Technician III	39.57
23640 - Millwright	31.69
23710 - Office Appliance Repairer	33.48
23760 - Painter, Maintenance	27.01
23790 - Pipefitter, Maintenance	33.93
23810 - Plumber, Maintenance	32.00
23820 - Pneudraulic Systems Mechanic	35.50
23850 - Rigger	35.50
23870 - Scale Mechanic	31.49
23890 - Sheet-Metal Worker, Maintenance	35.50
23910 - Small Engine Mechanic	26.37
23931 - Telecommunications Mechanic I	34.46
23932 - Telecommunications Mechanic II	36.42
23950 - Telephone Lineman	38.37
23960 - Welder, Combination, Maintenance	24.69
23965 - Well Driller	35.50
23970 - Woodcraft Worker	35.50
23980 - Woodworker	27.49
24000 - Personal Needs Occupations	
24550 - Case Manager	27.05
24570 - Child Care Attendant	18.30
24580 - Child Care Center Clerk	22.81
24610 - Chore Aide	16.09
24620 - Family Readiness And Support Services Coordinator	27.05

24630 - Homemaker	27.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.82
25040 - Sewage Plant Operator	31.69
25070 - Stationary Engineer	34.82
25190 - Ventilation Equipment Tender	24.96
25210 - Water Treatment Plant Operator	31.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.31
27007 - Baggage Inspector	19.95
27008 - Corrections Officer	46.87
27010 - Court Security Officer	38.70
27030 - Detection Dog Handler	22.84
27040 - Detention Officer	46.87
27070 - Firefighter	29.16
27101 - Guard I	19.95
27102 - Guard II	22.84
27131 - Police Officer I	41.90
27132 - Police Officer II	46.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.67
28042 - Carnival Equipment Repairer	23.41
28043 - Carnival Worker	17.01
28210 - Gate Attendant/Gate Tender	22.91
28310 - Lifeguard	18.40
28350 - Park Attendant (Aide)	25.62
28510 - Recreation Aide/Health Facility Attendant	18.70
28515 - Recreation Specialist	31.74
28630 - Sports Official	20.41
28690 - Swimming Pool Operator	26.82
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.49
29020 - Hatch Tender	31.49

29030 - Line Handler	31.49
29041 - Stevedore I	29.49
29042 - Stevedore II	33.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	38.79
30021 - Archeological Technician I	22.40
30022 - Archeological Technician II	25.06
30023 - Archeological Technician III	31.04
30030 - Cartographic Technician	31.04
30040 - Civil Engineering Technician	30.05
30051 - Cryogenic Technician I	33.58
30052 - Cryogenic Technician II	37.09
30061 - Drafter/CAD Operator I	22.40
30062 - Drafter/CAD Operator II	25.06
30063 - Drafter/CAD Operator III	27.93
30064 - Drafter/CAD Operator IV	34.39
30081 - Engineering Technician I	20.20
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.36
30084 - Engineering Technician IV	31.41
30085 - Engineering Technician V	38.41
30086 - Engineering Technician VI	46.48
30090 - Environmental Technician	30.45
30095 - Evidence Control Specialist	30.33
30210 - Laboratory Technician	28.26
30221 - Latent Fingerprint Technician I	33.58
30222 - Latent Fingerprint Technician II	37.09
30240 - Mathematical Technician	31.04
30361 - Paralegal/Legal Assistant I	23.65
30362 - Paralegal/Legal Assistant II	29.29
30363 - Paralegal/Legal Assistant III	35.82

30364 - Paralegal/Legal Assistant IV	43.34
30375 - Petroleum Supply Specialist	37.09
30390 - Photo-Optics Technician	31.04
30395 - Radiation Control Technician	37.09
30461 - Technical Writer I	30.77
30462 - Technical Writer II	37.63
30463 - Technical Writer III	45.53
30491 - Unexploded Ordnance (UXO) Technician I	32.46
30492 - Unexploded Ordnance (UXO) Technician II	39.27
30493 - Unexploded Ordnance (UXO) Technician III	47.07
30494 - Unexploded (UXO) Safety Escort	32.46
30495 - Unexploded (UXO) Sweep Personnel	32.46
30501 - Weather Forecaster I	34.39
30502 - Weather Forecaster II	41.81
30620 - Weather Observer, Combined Upper Air Or (see 2)	27.93
Surface Programs	
30621 - Weather Observer, Senior (see 2)	31.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	39.27
31020 - Bus Aide	16.78
31030 - Bus Driver	23.89
31043 - Driver Courier	19.20
31260 - Parking and Lot Attendant	16.77
31290 - Shuttle Bus Driver	18.79
31310 - Taxi Driver	15.04
31361 - Truckdriver, Light	20.75
31362 - Truckdriver, Medium	22.41
31363 - Truckdriver, Heavy	28.66
31364 - Truckdriver, Tractor-Trailer	28.66
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.15
99030 - Cashier	17.11
99050 - Desk Clerk	17.57

99095 - Embalmer	32.46
99130 - Flight Follower	32.46
99251 - Laboratory Animal Caretaker I	20.12
99252 - Laboratory Animal Caretaker II	21.74
99260 - Marketing Analyst	30.62
99310 - Mortician	32.46
99410 - Pest Controller	23.21
99510 - Photofinishing Worker	17.06
99710 - Recycling Laborer	24.88
99711 - Recycling Specialist	29.45
99730 - Refuse Collector	23.04
99810 - Sales Clerk	17.99
99820 - School Crossing Guard	22.25
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	23.44
99841 - Vending Machine Repairer	29.01
99842 - Vending Machine Repairer Helper	23.44

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular ☐ Time Requested: 20 minutes Meeting Date: 08/25/26 **5A**
OR
Consent ☐

Contact Person/Department: Dian Collier, Air Pollution Phone: 841-4111

Address: 525 S. Foothill Dr, Yreka, Ca 96097

Person Appearing/Title: Sherry Lawson/Deputy CAO, Dian Collier APCD CFO

Subject/Summary of Issue:

Public hearing to consider the adoption of the Fiscal Year 2026-2027 Recommended Budget as presented, of which includes but is not limited to; Siskiyou County Air District Budget, and Current Air District Grant Programs Budgets.

Financial Impact:

NO ☐	Describe why no financial impact:		
YES ☐	Describe impact by indicating amount budgeted and funding source below		
Amount:	_____		
Fund:	_____	Description: _____	Org.: _____ Description: _____
Account:	_____	Description: _____	
Activity Code:	_____	Description: _____	
Local Preference: YES ☐ NO ☐			
For Contracts – Explain how vendor was selected:			
Additional Information:			

Recommended Motion:

It is recommended that the following actions are taken by the Siskiyou County Air Pollution Control District Board of Directors as presented by the Air Pollution Control District: 1) Adopt the FY 2026-2027 Recommended Air Pollution Control District Budget as presented, 2.) Authorize the Auditor to establish budget upon approval by Air Pollution Control Board of Directors.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO _____

Special Requests:

Certified Minute Order(s) _____

Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting.

Revised 8/09/2021

Regulation III -Fees

Rule 3.1 – Schedule of Fees

All moneys collected by the District pursuant to this rule shall be deposited to the District Fund.

A. Application Fees

1. Every applicant (except any governmental agency or public district) for an Authority to Construct or a Permit to Operate shall pay a filing fee of \$50, unless a greater amount is specified in the permit fee schedule. For any source constructed, modified or operated without first obtaining an Authority to Construct pursuant to these rules, the filing fee shall be increased by \$50.
2. Where an application is filed for a permit by reason of transfer of location or owner, and where a Permit to Operate had previously been granted under these rules and no modification of the source has been made, the applicant shall pay a \$20 transfer fee.

B. Permit Fees

1. Initial permit fees based upon the current fee schedules shall become due when the District notifies the applicant that the application has been granted. Permit fees for less than one year shall be prorated for the balance of the permit period (Jan. 1 through Dec. 31).
2. By January 15 of each year, all holders of an Authority to Construct or Permit to Operate shall be notified by the District of the annual renewal fee based upon the current fee schedules.
3. The fee schedule shall be adjusted annually in accordance with Section 2212 of the Revenue and Taxation Code to account for changes in the California Consumer Price Index for the preceding year.
4. The permittee shall pay the initial fee or the annual renewal fee to the District Office in person or by mail postmarked no later than 30 days after notification. If the fee is not paid within 30 days, it shall be increased by one half the amount thereof, and the District shall promptly notify the permittee by mail of the increased fee. If the increased fee is not paid within 60 days after such notice, the permit shall be immediately suspended and the District shall so notify the permittee by mail. Any

Regulation III -Fees

suspended permit may be reinstated only upon payment in full of all accrued fees and penalties.

C. Cancellation or Denial

If an application for a permit is canceled or if a permit is denied and such denial becomes final, the filing fee required herein shall not be refunded nor applied to any subsequent application.

D. Alteration of Equipment

Where an application is filed for an Authority to Construct or Permit to Operate involving alteration of equipment or revision of permit conditions, the applicant shall be assessed a fee based upon any increases for which fees are established in these rules.

E. New Source Review Fees

Every applicant for an Authority to Construct or a Permit to Operate for which the New Source Review procedures are required, shall pay an additional fee to the District in the amount determined by the Control Officer. Said review fee shall not exceed the actual cost of administration of the New Source Review requirements.

F. Permit Granted by Hearing Board

In the event that a Permit to Operate is granted by the Hearing Board the applicant shall pay the fees prescribed in these rules within thirty (30) days after the date of the decision of the Hearing Board. Nonpayment of the fees within this period of time shall result in automatic cancellation of the permit and application.

G. Duplicate Permit

A request for a duplicate Permit to Operate shall be made in writing to the Control Officer and shall contain the reason a duplicate permit is being requested. A fee of \$10 shall be paid for issuing a duplicate Permit to Operate.

H. Permit Fee Schedules

The following fees are to be paid by each permittee. It is hereby determined that these fees will not exceed the cost of maintaining a permit system, including monitoring, inspection, and evaluation. In determining the fees to be charged, the equipment within each process that requires a permit will be totaled for each schedule. In the event that more than one fee schedule is applicable to a permit the governing schedule shall be that which results in the highest fee. If the permit is for a multicomponent system, the fee shall be based on the total of

Regulation III -Fees

all components. Notwithstanding the following fee schedules, the minimum fee for any major source shall be \$600.

Fees adjusted annually in December to reflect current CPI: 1/24= 2.8%

1. Fuel Burning Equipment

Where fuel is burned (with the exception of incinerators) the permit fee shall be based upon the design capacity of heat input in millions of British thermal units (BTU) per hour in accordance with the following schedule:

1,000,000 BTUs per Hour	Fee
a. Less than 10	\$149.18
b. 10 or greater but less than 20	\$303.84
c. 20 or greater but less than 50	\$607.98
d. 50 or greater but less than 100	\$917.61
e. 100 or greater	\$1,374.42

2. Geothermal Resources

The permit fee shall be based on the following schedule:

Source	Fee
a. Geothermal Well	\$454.99
b. Power Plant Unit	\$4,572.66

3. Incinerators

The permit fee shall be based on the maximum horizontal inside cross sectional area, in square feet, of the primary chamber in accordance with the following schedule:

Area, in Square Feet	Fee
a. Less than 50	\$149.18
b. 50 or greater	\$229.36

Regulation III -Fees

4. Stationary Containers

Permit fees shall be based on the following schedule of capacities in gallons or volumetric equivalent:

Gallons	Fee
a. Less than 40,000	\$149.18
b. 40,000 or greater	\$229.36

5. Air Conveyance Systems

The permit fee shall be based on the volumetric exhaust rate from the source in actual cubic feet per minute in accordance with the following schedule:

Volume in ACFM	Fee
a. Less than 20,000	\$149.18
b. 20,000 or greater	\$229.36

6. Plywood Veneer Dryers

The permit fee shall be based on the maximum design rating on a 3/8-inch thick basis, in accordance with the following schedule:

1,000 Square Feet per Day	Fee
a. Less than 100	\$149.18
b. 100 or greater	\$229.36

7. Gravel and Asphalt Plants

The permit fee shall be based on the maximum design rating, in accordance with the following schedule:

Tons per Hour	Fee
a. Less than 100	\$149.18
b. 100 or greater but less than 200	\$303.84
c. 200 or greater but less than 400	\$607.98
d. 400 or greater	\$1,374.42

Regulation III -Fees

8. Vapor Recovery Systems

For sources subject to Rule 8.1, the fee shall be:

- a) A filing fee of \$200.
- b) The annual fee shall be based on the number of gasoline dispensers in accordance with the following schedule:

Number of Dispensers	Fee
a. Less than 10	\$149.18
b. 10 or greater	\$229.36

9. Miscellaneous

Any source which is not included in the preceding schedules shall be assessed a permit fee based on the combined tons per year of all air pollutants emitted in accordance with the following schedule:

Tons/Year	Fee
a. Less than 10	\$149.18
b. 10 or greater but less than 25	\$223.34
c. 25 or greater but less than 50	\$454.99
d. 50 or greater but less than 100	\$917.61
e. 100 or greater	\$1,374.42

I. Analysis Fees

Should the Control Officer find that an analysis of emissions or any special studies are necessary pursuant to these regulations, the cost of such analysis or studies shall be charged against the owner or operator of said source.

J. Technical Reports

Charges for information, circulars, reports of technical work, and other reports prepared by the District may not exceed the cost of preparation and distribution of such documents.

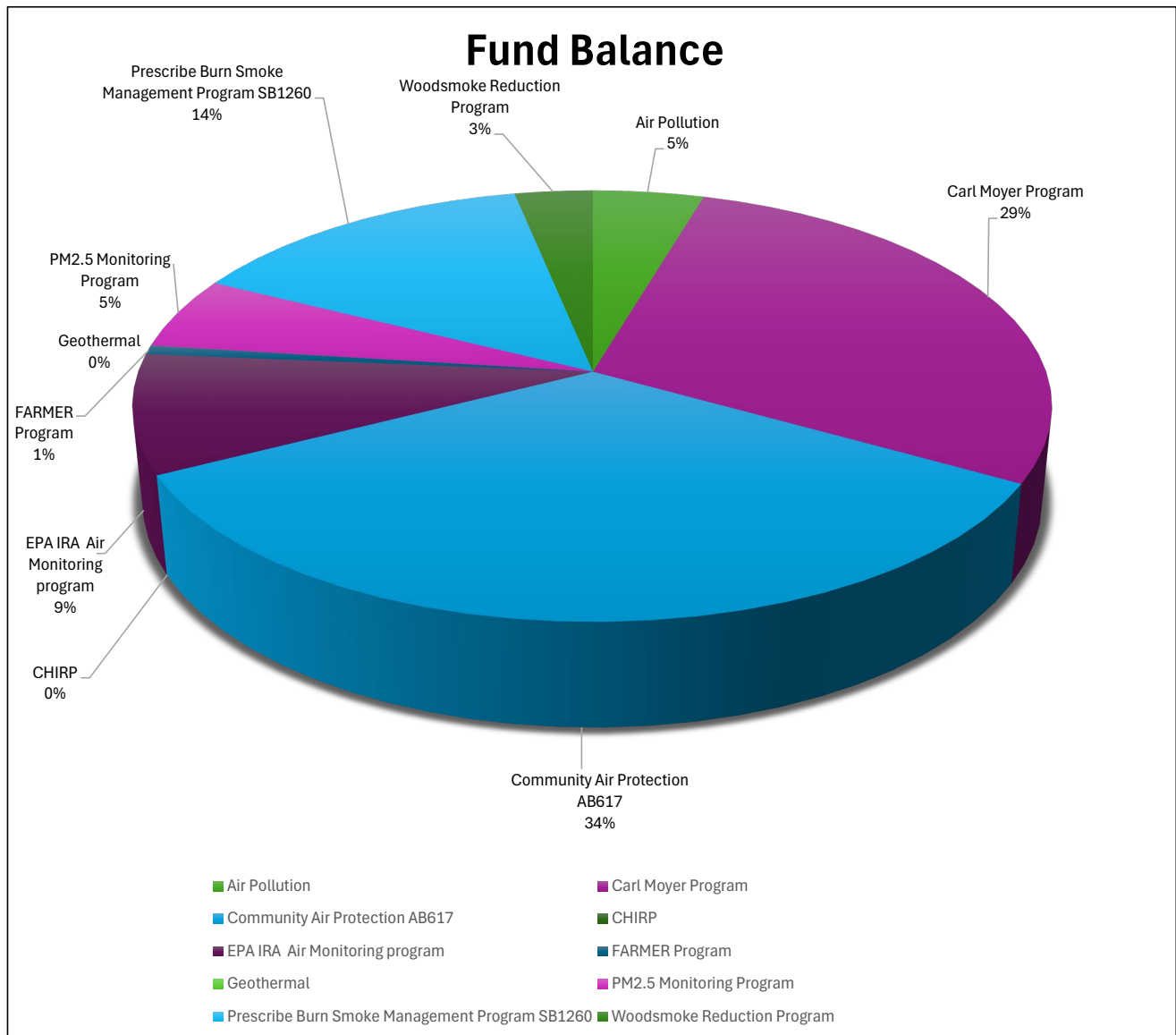
Regulation III -Fees

K. Hearing Board Fees

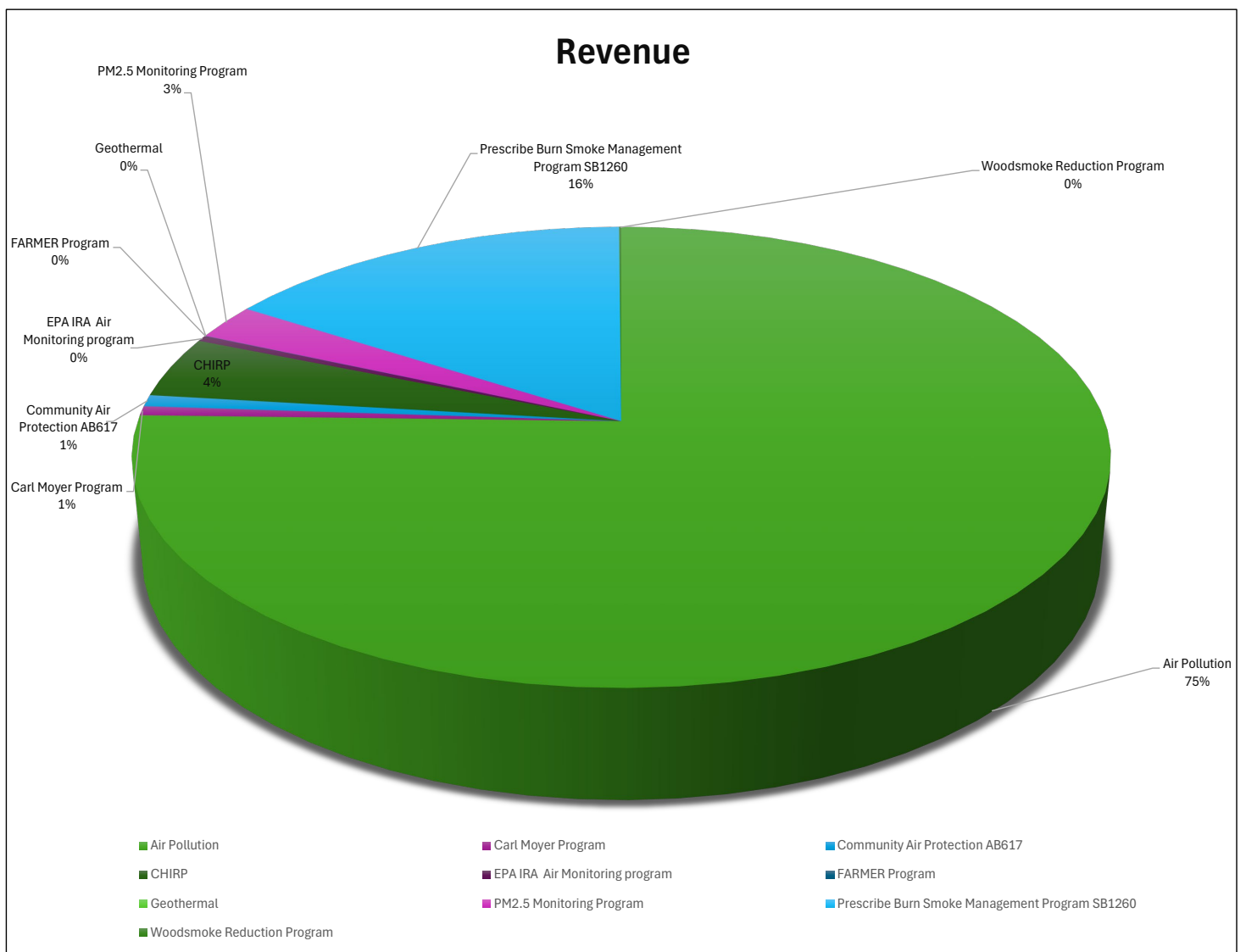
Every applicant or petitioner for a variance or for the extension, revocation or modification of a variance, or for an appeal from a denial or conditional approval of a permit, except any governmental agency or public district, shall pay to the clerk of the Hearing Board, on filing, a non-refundable fee of \$150.

* * * * *

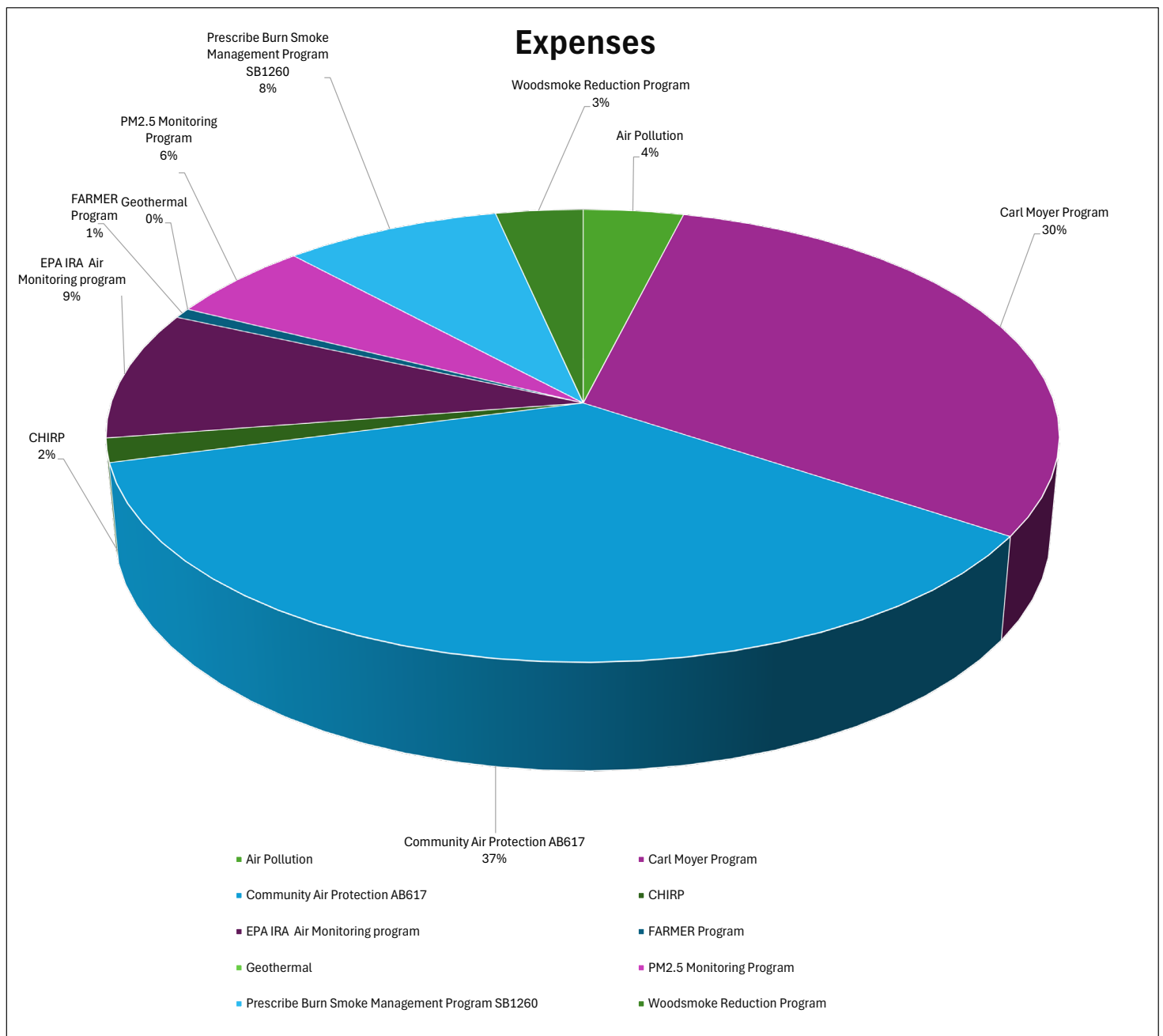
Budget Name	Fund Balance
Air Pollution	\$ 74,972.00
Carl Moyer Program	\$ 473,098.00
Community Air Protection AB617	\$ 565,664.00
CHIRP	\$ -
EPA IRA Air Monitoring program	\$ 147,262.00
FARMER Program	\$ 11,079.00
Geothermal	\$ 100.00
PM2.5 Monitoring Program	\$ 89,808.00
Prescribe Burn Smoke Management Program SB126	\$ 236,712.00
Woodsmoke Reduction Program	\$ 52,800.00
	\$ 1,651,495.00



Budget Name	Revenue
Air Pollution	\$ 467,581.00
Carl Moyer Program	\$ 4,050.00
Community Air Protection AB617	\$ 5,000.00
CHIRP	\$ 26,663.00
EPA IRA Air Monitoring program	\$ 2,500.00
FARMER Program	\$ 150.00
Geothermal	\$ -
PM2.5 Monitoring Program	\$ 15,500.00
Prescribe Burn Smoke Management Program SB1260	\$ 98,000.00
Woodsmoke Reduction Program	\$ 500.00
	\$ 619,944.00

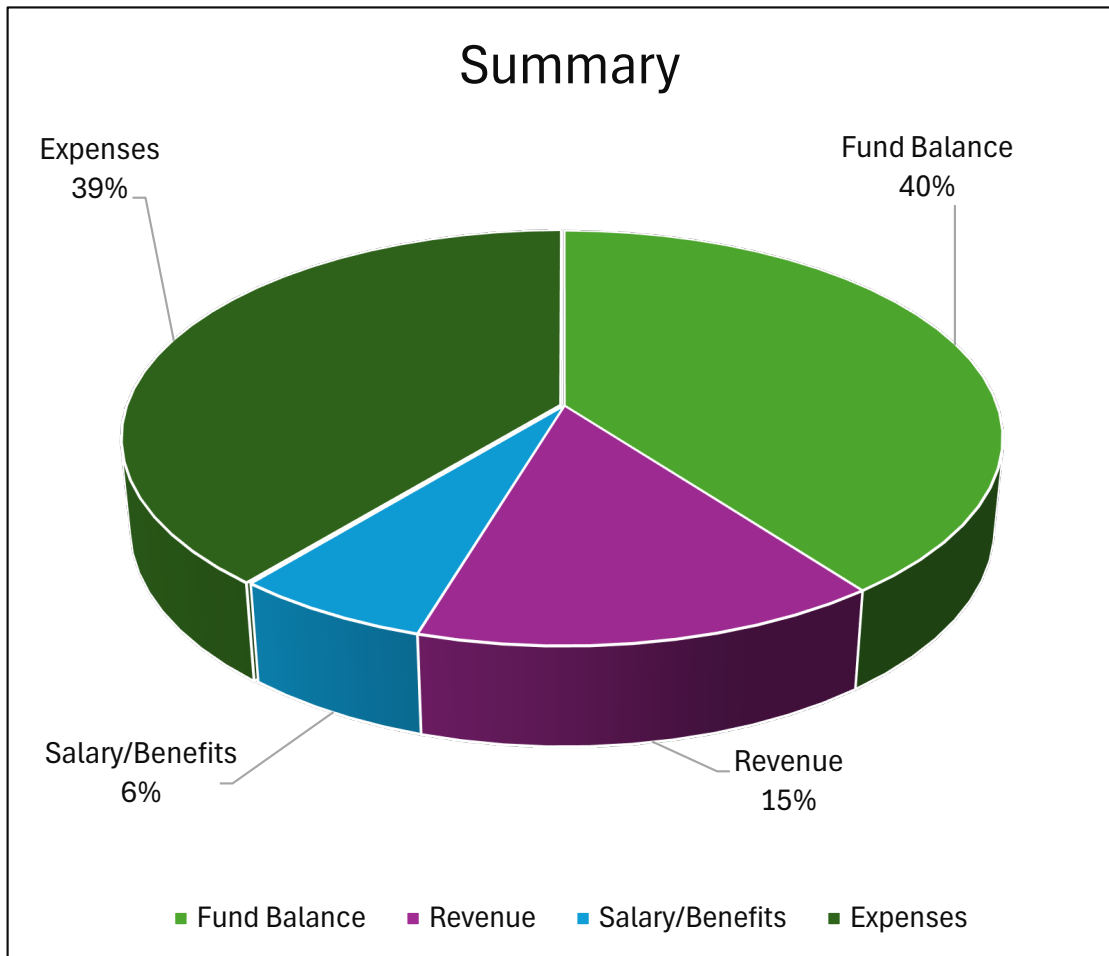


Budget Name	Expenses
Air Pollution	\$ 60,464.00
Carl Moyer Program	\$ 472,125.00
Community Air Protection AB617	\$ 565,665.00
CHIRP	\$ 26,413.00
EPA IRA Air Monitoring program	\$ 142,633.00
FARMER Program	\$ 11,078.00
Geothermal	\$ 100.00
PM2.5 Monitoring Program	\$ 88,200.00
Prescribe Burn Smoke Management Program SB1260	\$ 131,212.00
Woodsmoke Reduction Program	\$ 52,801.00
	\$ 1,550,691.00



Budget Name	Salary/Benefits
Air Pollution	\$ 262,015.00
Carl Moyer Program	\$0.00
Community Air Protection AB617	\$0.00
EPA IRA Air Monitoring program	\$0.00
FARMER Program	\$0.00
Geothermal	\$0.00
PM2.5 Monitoring Program	\$0.00
Prescribe Burn Smoke Management Program SB1260	\$0.00
Woodsmoke Reduction Program	\$0.00
	\$ 262,015.00

Budget Name	Summary
Fund Balance	\$ 1,651,495.28
Revenue	\$ 619,944.00
Salary/Benefits	\$ 262,015.00
Expenses	\$ 1,623,161.00
	4,156,615.28





COUNTY OF SISKIYOU

AIR POLLUTION CONTROL DISTRICT

525 SOUTH FOOTHILL DRIVE
YREKA, CALIFORNIA 96097-3090
PHONE: (530) 841-4030
FAX: (530) 842-6690

James E. Smith
Air Pollution Control Officer

July 16, 2026

NOTICE OF PUBLIC HEARING FOR REVIEW OF THE 2026-2027 AIR POLLUTION CONTROL DISTRICT PROPOSED BUDGET/FINAL BUDGET

Air Pollution Control District 2026-2027 Proposed Budget Summaries

NOTICE IS HEREBY GIVEN that the Siskiyou County Air Pollution Control District proposed budget information for fiscal year 2026-2027 is available to members of the general public. Copies of this information may be obtained at the Siskiyou County Air Pollution Control District, 525 So. Foothill Drive, Yreka, CA 96097. The Air Pollution Control District Board will hold a public hearing on Tuesday, August 25, 2026 at 9:00 AM, or as soon thereafter as may be heard, for the purpose of reviewing the proposed budget for fiscal year 2026-2027. This is an opportunity for members of the public and affected parties to comment on the proposed budget before the final approval which will occur at the meeting on September 8, 2026, at 10:30 AM, or as soon thereafter as may be heard.

These meetings will take place at the Old Courthouse, Siskiyou County Meeting Chambers, 311 Fourth St., 2nd Floor, Yreka, CA 96097. Any member of the public may be heard regarding any item in the recommended budget and/or for the inclusion of additional items. Interested parties may submit written comments to the Siskiyou County Air Pollution Control Board by mail at 525 So. Foothill Drive, Yreka, CA 96097; by fax to (530) 842-6690 or emailed to dian.collier@co.siskiyou.ca.us. All responses must be submitted in writing to the Clerk of the Air Pollution Control District Board of Directors before the close of the public hearing.

Dated: July 15, 2026

By: Dian Collier, Chief Fiscal Officer, Air Pollution Control District

DOCUMENT

<https://www.siskiyoucounty.gov/airpollution/page/advisories-notices>

State of California, County of Siskiyou

Air Pollution Control District Minutes, March 17, 2026

The Honorable Directors of the Air Pollution Control District Board of Siskiyou County, California, met in special session this 17th day of March 2026; there being present Directors Ray Haupt, Ed Valenzuela, Michael N. Kobseff, Nancy Ogren and Juliana Lucchesi, Chief District Counsel Dana Barton and County Clerk and ex-Officio Clerk of the Air Pollution Control District Laura Bynum by Deputy County Clerk Wendy Winningham. Director Pat Vela was absent.

The meeting was called to order by Chair Lucchesi. Director Valenzuela led in the salute to the flag of the United States of America.

Presentations from the Public

There were no presentations from the public.

Transfer of Funds - Air Pollution Control District - \$53,271. Resolution APCD 26-03 adopted.

It was moved by Director Kobseff, seconded by Director Valenzuela and carried, following a roll call vote with Directors Haupt, Ogren, Kobseff, Valenzuela and Lucchesi voting YES and Director Vela ABSENT to adopt Resolution APCD 26-03, Transfer of Funds – Air Pollution Control District, in the amount of \$53,271.

Transfer of Funds - Air Pollution Control District - \$4,500. Resolution APCD 26-04, in the amount of \$7,000 adopted.

It was moved by Director Valenzuela and seconded by Director Kobseff to approve the budget transfer request.

Air Pollution Control District Fiscal Officer Dian Collier provided a brief overview of the budget transfer and requested that the District Board consider increasing from \$4,500 to \$7,000 total due to a last minute bid that came in at a higher amount.

Director Valenzuela amended his motion to approve \$7,000 total transfer and the second concurred.

Following a roll call vote with Directors Haupt, Ogren, Kobseff, Valenzuela and Lucchesi voting YES and Director Vela ABSENT the motion to adopt Resolution APCD 26-04, Transfer of Funds – Air Pollution Control District, in the amount of \$7,000 carried.

Minute Approval – February 10, 2026. Approved.

It was moved by Director Haupt, seconded by Director Ogren and carried, following a roll call vote with Directors Haupt, Ogren, Kobseff, Valenzuela and Lucchesi voting YES and Director Vela ABSENT to approve the February 10, 2026 minutes as presented.

Adjournment - There being no further business to come before the Air Pollution Control District, the meeting was adjourned.

Attest:

Laura Bynum, County Clerk

Juliana Lucchesi, Chair

By: _____
Deputy

March 17, 2026