From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, March 12, 2021 3:31 PM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>; Zoi Kondis <Zoi.Kondis@TexasAgriculture.gov>; Shirley Beaulieu <Shirley.Beaulieu@TexasAgriculture.gov>
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Subject: Bill Tracking Report 3.12.2021
Attachment(s): "TDA Bill Tracking Report 3.12.2021.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know.

Please let me know if you have any questions.

Best,
Jordan

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Sid Miller
Commissioner of Agriculture

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TDA TRACKED BILLS 3/12/21

03-12-2021 - 14:07:48

HB 1	Bonnen, Greg(R)	General Appropriations Bill.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
HB 2	Bonnen, Greg(R)	Relating to making supplemental appropriations and reductions in appropriations and giving direction and adjustment authority regarding appropriations.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
HB 4	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	HB 974 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health SB 412 Buckingham, Dawn(R) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Health and Human Services
	Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health
HB 5	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs
HB 10	Paddie, Chris(R)	Relating to the governing body of the independent organization certified to manage the ERCOT power region
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs

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HB 11	Paddie, Chris(R)	Relating to the extreme weather emergency preparedness of facilities for providing electric service
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs
HB 12	Raymond, Richard(D)	Relating to a study on a statewide disaster and extended power outage alert system and implementation of that system.
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs
HB 16	Hernandez, Ana(D)	Relating to a prohibition on the sale of wholesale indexed products by retail electric providers
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs
HB 17	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.
	Companions:	HB 1282 Deshotel, Joe(D) (Identical) 3- 4-21 H Introduced and referred to committee on House State Affairs SB 1262 Birdwell, Brian(R) (Identical) 3- 9-21 S Filed
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs
HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Education
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Education
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.

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	Last Action:	2-25-21 H Introduced and referred to committee on House Redistricting	
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.	
	Companions:	HB 112 Swanson, Valoree(R)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs	
HB 75	Toth, Steve(R)	Relating to the enforcement of commercial motor vehicle safety standards in certain counties.	
	Last Action:	3-16-21 H Meeting set for 2:00 P.M. OR ADJ., E1.030, House Transportation	
HB 85	Toth, Steve(R)	Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations	
HB 91	Lucio III, Eddie(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.	
	Companions:	HB 2012 Lucio III, Eddie(D)	(Refiled from 86R Session)
		SB 804 Rodriguez, Jose(D)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Corrections	
HB 94	Reynolds, Ron(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.	
	Companions:	SB 90 Menendez, Jose(D)	(Identical)
		3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	

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		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
	HB 96	Toth, Steve(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.
		Companions:	HB 4494 Toth, Steve(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
	HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.
		Companions:	HB 224 Gervin-Hawkins, Barbara(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
	HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
	HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.
		Last Action:	3- 9-21 H Removed from hearing 03/10/21, House International Relations/Economic Dev
	HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
	HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.
		Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources

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HB 168	Gonzalez, Mary(D)	Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.	
Companions:	HB 4450	Gonzalez, Mary(D)	(Refiled from 86R Session)
Last Action:	3-16-21 H Meeting set for 8:00 A.M., E2.030, House Human Services		
HB 186	Zwiener, Erin(D)	Relating to an exemption from ad valorem taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.	
Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means		
HB 195	Bernal, Diego(D)	Relating to the regulation of migrant labor housing facilities.	
Companions:	HB 206	Bernal, Diego(D)	(Refiled from 86R Session)
Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs		
HB 202	Thierry, Shawn(D)	Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.	
Companions:	SB 1773	Zaffirini, Judith(D) 3-12-21 S Filed	(Identical)
Last Action:	2-25-21 H Introduced and referred to committee on House Public Health		
HB 209	Thierry, Shawn(D)	Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.	
Companions:	HB 605	Thierry, Shawn(D)	(Refiled from 86R Session)
	SB 574	Miles, Borris(D)	(Refiled from 86R Session)
	SB 358	Miles, Borris(D)	(Identical)

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			3- 9-21 S Introduced and referred to committee on Senate Finance
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
	HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.
		Last Action:	2-25-21 H Introduced and referred to committee on House Pensions/Investments/Financial Services
	HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.
		Last Action:	3-11-21 H Committee action pending House Agriculture and Livestock
	HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.
		Companions:	SB 1144 Zaffirini, Judith(D) (Identical) 3- 8-21 S Filed
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
	HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.
		Last Action:	2-25-21 H Introduced and referred to committee on House Business and Industry
	HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.
		Companions:	HB 298 Murr, Andrew(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources
	HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.

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	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.
	Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation
HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable hemp products containing a controlled substance or marihuana.
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.
	Companions:	HB 3799 Buckley, Brad (F)(R) (Refiled from 86R Session) SB 2035 Hall, Bob(R) (Refiled from 86R Session) SB 883 Springer, Drew (F)(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	3-17-21 H Meeting set for 8:00 A.M., JHR 140, House Public Health
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.
	Companions:	SB 341 West, Royce(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	3-11-21 H Committee action pending House State Affairs
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health

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HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.	
Companions:	HB 4364	Cain, Briscoe(R)	(Refiled from 86R Session)
Last Action:	3-16-21 H Meeting set for 8:00 A.M., E2.030, House Human Services		
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.	
Companions:	HB 245	Farrar, Jessica(D)	(Refiled from 86R Session)
	HB 2990	Morales Shaw, Penny (F)(D) 3- 5-21 H Filed	(Identical)
Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources		
HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.	
Companions:	HB 4758	Lopez, Ray (F)(D)	(Refiled from 86R Session)
Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation		
HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.	
Last Action:	3- 9-21 H Committee action pending House Judiciary and Civil Jurisprudence		
HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.	
Companions:	HB 873	Collier, Nicole(D) 3- 8-21 H Committee action pending House Criminal Jurisprudence	(Identical)
	SB 474	Lucio, Eddie(D) 3- 9-21 S Introduced and referred to committee on Senate Criminal Justice	(Identical)

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		Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 397	Frank, James(R)		Relating to comparisons of state budgets made by the Legislative Budget Board.
		Companions:	HB 689 Frank, James(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations
HB 399	Shaheen, Matt(R)		Relating to a dog's restraint and shelter.
		Companions:	HB 3940 Shaheen, Matt(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 409	Cortez, Philip(D)		Relating to waivers for entrance fees to state parks and certain hunting and fishing license fees for resident first responders.
		Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 415	Walle, Armando(D)		Relating to doula services, including Medicaid coverage of doula services.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 425	King, Ken(R)		Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.
		Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs
HB 426	King, Ken(R)		Relating to the release of deer by certain deer breeder facilities to a low-fenced site.
		Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 429	King, Ken(R)		Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.

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	Last Action:	2-25-21 H Introduced and referred to committee on House Insurance
HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.
	Companions:	HB 376 King, Ken(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
	Companions:	SB 151 Johnson, Nathan(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate State Affairs
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 442	Israel, Celia(D)	Relating to the prima facie speed limit on certain streets and highways.
	Last Action:	2-25-21 H Introduced and referred to committee on House Transportation
HB 447	Moody, Joe(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
	Companions:	SB 1581 West, Royce(D) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on Licensing and Administrative Procedures
HB 494	White, James(R)	Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.
	Companions:	HB 2702 White, James(R) (Refiled from 86R Session) HB 984 White, James(R) (Identical)

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		3- 1-21 H Introduced and referred to committee on House Ways and Means
	Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
HB 515	Oliverson, Tom(R)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
	Companions:	HB 522 Johnson, Julie(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance SB 228 Blanco, Cesar (F)(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance
HB 520	Beckley, Michelle(D)	Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.
	Companions:	HB 2312 Beckley, Michelle (F)(D) (Refiled from 86R Session)
	Last Action:	3- 1-21 H Introduced and referred to committee on House Transportation
HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
	Companions:	HB 515 Oliverson, Tom(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance SB 228 Blanco, Cesar (F)(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Business and Commerce

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		Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance
	HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
	HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Agriculture and Livestock
	HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.
		Last Action:	3-15-21 H Meeting set for 2:00 P.M., E2.036, House Culture, Recreation, and Tourism
	HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.
		Companions:	SB 1710 Springer, Drew (F)(R) (Identical) 3-11-21 S Filed
		Last Action:	3- 1-21 H Introduced and referred to committee on House International Relations/Economic Dev
	HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.
		Companions:	HB 4547 Wray, John(R) (Refiled from 86R Session)
		Last Action:	3- 1-21 H Introduced and referred to committee on House Agriculture and Livestock
	HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
	HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.

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		Companions:	SB 227 Paxton, Angela(R) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Finance
		Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
	HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Business and Industry
	HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded program to be known as the Healthy Texas Program.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance
	HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
		Last Action:	3- 1-21 H Introduced and referred to committee on House County Affairs
	HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
	HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
	HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at below-market rates to low-income and moderate-income households.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
	HB 650	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation by certain taxing units of a portion of the appraised value of

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the residence homestead of the parent or guardian of a person who is disabled.

Last Action: 3- 1-21 H Introduced and referred to committee on House Ways and Means

HB 652 Paul, Dennis(R)

Relating to notice of an epizootic infectious disease occurring in an animal shelter.

Last Action: 3-10-21 H Committee action pending House Public Health

HB 665 Landgraf, Brooks(R)

Relating to an emergency rule adopted by a state agency during certain periods of disaster.

Companions:

SB 525	Buckingham, Dawn(R)	(Identical)
	3- 9-21 S Introduced and referred to committee on Senate Business and Commerce	

Last Action: 3- 1-21 H Introduced and referred to committee on House State Affairs

HB 666 Harris, Cody(R)

Relating to the regulation of groundwater conservation districts.

Companions:

HB 668	Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
SB 152	Perry, Charles(R)	(Identical)
	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs	

Last Action: 3- 1-21 H Introduced and referred to committee on House Natural Resources

HB 668 Harris, Cody(R)

Relating to the regulation of groundwater conservation districts.

Companions:

HB 666	Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
SB 152	Perry, Charles(R)	(Identical)
	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs	

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		Last Action:	3- 1-21 H Introduced and referred to committee on House Natural Resources
	HB 671	Martinez, Armando(D)	Relating to establishment of the disaster identification system for a declared state of disaster.
		Companions:	SB 328 Lucio, Eddie(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
		Last Action:	3- 1-21 H Introduced and referred to committee on House Homeland Security and Public Safety
	HB 674	Ramos, Ana-Maria(D)	Relating to informing the public about the availability of provisions in protective orders, including provisions regarding pets and other companion animals.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence
	HB 687	Lozano, Jose(R)	Relating to the prosecution and punishment of the offense of smuggling of persons.
		Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) SB 576 Hinojosa, Chuy(D) (Identical) 3-11-21 S Introduced and referred to committee on Senate Criminal Justice
		Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
	HB 705	Moody, Joe(D)	Relating to the provision of recovery community organization peer-to-peer services under Medicaid.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Human Services
	HB 708	Shaheen, Matt(R)	Relating to creating the criminal offense of possession of an animal by a person who has been previously convicted of an offense involving animal cruelty.

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	Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 714	Reynolds, Ron(D)	Relating to the establishment of the Texas Environmental Justice Advisory Council.	
	Companions:	HB 1491 Reynolds, Ron(D)	(Refiled from 86R Session)
	Last Action:	3- 1-21 H Introduced and referred to committee on House Environmental Regulation	
HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House County Affairs	
HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health	
HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs	
HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and educational opportunities in certain regions of this state.	
	Companions:	HB 3565 White, James(R)	(Refiled from 86R Session)
		SB 2380 Hughes, Bryan(R)	(Refiled from 86R Session)
	Last Action:	3- 1-21 H Introduced and referred to committee on House International Relations/Economic Dev	

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HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Urban Affairs
HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence SB 474 Lucio, Eddie(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Criminal Justice
	Last Action:	3- 8-21 H Committee action pending House Criminal Jurisprudence
HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health
HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Land and Resource Management
HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Land and Resource Management
HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Human Services
HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.

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Companions:	HB 2160 Raymond, Richard(D) (Refiled from 86R Session)	
Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means	
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.
Last Action:	3- 1-21 H Introduced and referred to committee on House Natural Resources	
HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
Companions:	HB 4 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health SB 412 Buckingham, Dawn(R) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Health and Human Services	
Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health	
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.
Companions:	HB 928 Anchia, Rafael(D) (Refiled from 86R Session)	
Last Action:	3- 4-21 H Introduced and referred to committee on House Environmental Regulation	
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
Companions:	HB 2137 Collier, Nicole(D) (Identical) 2-23-21 H Filed	
Last Action:	3- 4-21 H Introduced and referred to committee on House Redistricting	

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HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.
	Companions:	HB 2138 Collier, Nicole(D) (Identical) 2-23-21 H Filed
	Last Action:	3- 4-21 H Introduced and referred to committee on House Redistricting
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
	Companions:	SB 395 Perry, Charles(R) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3-11-21 H Committee action pending House Agriculture and Livestock
HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.
	Last Action:	3- 4-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence
HB 1083	King, Phil(R)	Relating to termination of the ownership interest in an animal impounded by an animal shelter.
	Last Action:	3- 4-21 H Introduced and referred to committee on House County Affairs
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.
	Last Action:	3- 4-21 H Introduced and referred to committee on House Public Health
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.
	Last Action:	3- 4-21 H Introduced and referred to committee on House Insurance
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.

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	Companions:	SB 732 Hughes, Bryan(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Health and Human Services
	Last Action:	3- 4-21 H Introduced and referred to committee on House Human Services
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.
	Last Action:	3- 4-21 H Introduced and referred to committee on House Natural Resources
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.
	Last Action:	3-17-21 H Meeting set for 8:00 A.M., JHR 140, House Public Health
HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.
	Companions:	SB 1447 Seliger, Kel(R) (Identical) 3-10-21 S Filed
	Last Action:	3- 4-21 H Introduced and referred to committee on House Higher Education
HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
	Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session) SB 677 Springer, Drew (F)(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.
	Companions:	SB 843 Springer, Drew (F)(R) (Identical)

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		3-11-21 S Introduced and referred to committee on Senate Health and Human Services
	Last Action:	3- 4-21 H Introduced and referred to committee on House Public Health
HB 1282	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.
	Companions:	HB 17 Deshotel, Joe(D) (Identical) 3- 8-21 H Introduced and referred to committee on House State Affairs SB 1262 Birdwell, Brian(R) (Identical) 3- 9-21 S Filed
	Last Action:	3- 4-21 H Introduced and referred to committee on House State Affairs
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.
	Last Action:	3-15-21 H Meeting set for 10:00 A.M., JHR 140, House Ways and Means
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.
	Last Action:	3- 4-21 H Introduced and referred to committee on House Urban Affairs
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.
	Companions:	SB 1566 Lucio, Eddie(D) (Identical) 3-11-21 S Filed
	Last Action:	3- 5-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.
	Last Action:	3- 5-21 H Introduced and referred to committee on House Ways and Means
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	SB 506 Nichols, Robert(R) (Identical)

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		3- 9-21 S Introduced and referred to committee on Senate Transportation
	Last Action:	3- 5-21 H Introduced and referred to committee on House State Affairs
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-space land following a transfer between family members.
	Companions:	HB 1188 Hefner, Cole(R) (Refiled from 86R Session)
	Last Action:	3- 5-21 H Introduced and referred to committee on House Ways and Means
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.
	Last Action:	3- 5-21 H Introduced and referred to committee on House Business and Industry
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.
	Companions:	SB 472 Kolkhorst, Lois(R) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3- 5-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.
	Companions:	HB 3997 Sheffield, J.D.(R) (Refiled from 86R Session)
	Last Action:	3- 5-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.

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	Last Action:	3- 8-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.
	Last Action:	3- 8-21 H Introduced and referred to committee on House State Affairs
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.
	Last Action:	3- 8-21 H Introduced and referred to committee on House Natural Resources
HB 1575	Cyrier, John(R)	Relating to certain provisions applicable to state agencies subject to review by the Sunset Advisory Commission.
	Companions:	SB 712 Buckingham, Dawn(R) (Identical) 3-11-21 S Filed
	Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs
HB 1600	Canales, Terry(D)	Relating to the review date for certain governmental entities subject to the sunset review process.
	Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs
HB 1631	Guerra, Bobby(D)	Relating to the requirements for an application for a permit to manage wildlife and exotic animals from aircraft.
	Last Action:	3- 9-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 1652	Wilson, Terry(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.
	Companions:	SB 617 Kolkhorst, Lois(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Health and Human Services
	Last Action:	3- 9-21 H Introduced and referred to committee on House Public Health

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HB 1666	Thierry, Shawn(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
Companions:	HB 3834 Klick, Stephanie(R) (Identical) 3-11-21 H Filed SB 73 Miles, Borris(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
Last Action:	3- 9-21 H Introduced and referred to committee on House Human Services	
HB 1686	Cortez, Philip(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
Companions:	SB 1062 Zaffirini, Judith(D) (Identical) 3- 5-21 S Filed	
Last Action:	3- 9-21 H Introduced and referred to committee on House Agriculture and Livestock	
HB 1718	Rodriguez, Eddie(D)	Relating to the equalization of the rates of production fees charged on certain wells by the Barton Springs-Edwards Aquifer Conservation District.
Last Action:	3-10-21 H Introduced and referred to committee on House Natural Resources	
HB 1720	Reynolds, Ron(D)	Relating to the inclusion of certain areas in a county assistance district.
Last Action:	3-10-21 H Introduced and referred to committee on House County Affairs	
HB 1733	Krause, Matt(R)	Relating to insurance premium tax credits for investments supporting agriculture and rural development projects.
Last Action:	3-10-21 H Introduced and referred to committee on House Insurance	
HB 1764	Guillen, Ryan(D)	Relating to authorizing certain counties to impose a hotel occupancy tax and the use of revenue from that tax.
Companions:	SB 696 Zaffirini, Judith(D) (Identical)	

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		3-11-21 S Introduced and referred to committee on Senate Natural Resources/Economic Development
	Last Action:	3-10-21 H Introduced and referred to committee on House Ways and Means
HB 1778	Oliverson, Tom(R)	Relating to the authority of a physician to provide and dispense and to delegate authority to provide and dispense certain drugs.
	Companions:	SB 1503 Buckingham, Dawn(R) (Identical) 3-11-21 S Filed
	Last Action:	3-10-21 H Introduced and referred to committee on House Public Health
HB 1794	Johnson, Julie(D)	Relating to the liability of an owner, lessee, or occupant of real property in connection with the use of or entry onto the property.
	Last Action:	3-10-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence
HB 1805	Moody, Joe(D)	Relating to the award of good conduct time to certain inmates.
	Companions:	HB 1271 Thompson, Senfronia(D) (Refiled from 86R Session)
	Last Action:	3-11-21 H Introduced and referred to committee on House Corrections
HB 1821	Zwiener, Erin(D)	Relating to climate change planning and reporting.
	Last Action:	3-11-21 H Introduced and referred to committee on House Environmental Regulation
HB 1835	Canales, Terry(D)	Relating to the continuation and functions of the Department of Agriculture, the Prescribed Burning Board, and the Texas Boll Weevil Eradication Foundation and the abolishment of the Early Childhood Health.
	Companions:	SB 703 Buckingham, Dawn(R) (Identical)

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		3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3-11-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 1847	Allen, Alma(D)	Relating to certain benefits paid by the Employees Retirement System of Texas.
	Companions:	HB 425 Allen, Alma(D) (Refiled from 86R Session)
	Last Action:	3-11-21 H Introduced and referred to committee on House Pensions/Investments/Financial Services
HB 1866	Lucio III, Eddie(D)	Relating to certain reports created by the Texas Water Development Board.
	Companions:	SB 669 Springer, Drew (F)(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3-11-21 H Introduced and referred to committee on House Natural Resources
HB 1888	Fierro, Art(D)	Relating to the authority of all governmental bodies to hold open and closed meetings by telephone or videoconference call.
	Companions:	HB 3139 Longoria, Oscar(D) (Identical) 3- 8-21 H Filed SB 1515 Gutierrez, Roland (F)(D) (Identical) 3-11-21 S Filed
	Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs
HB 1922	Thierry, Shawn(D)	Relating to a state plan for responding to pandemics.
	Companions:	HB 2271 Turner, John(D) (Identical) 2-24-21 H Filed SB 435 Blanco, Cesar (F)(D) (Identical)

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		3- 9-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	2-12-21 H Filed
HB 1939	Smith, Reggie(R)	Relating to the limitations periods for certain suits against real estate appraisers and appraisal firms.
	Last Action:	2-16-21 H Filed
HB 1941	Goodwin, Vikki(D)	Relating to the use of certain devices to train or control the behavior of an elephant.
	Last Action:	2-16-21 H Filed
HB 1947	Ordaz Perez, Claudia (F)(D)	Relating to the permitting of medical waste facilities by the Texas Commission on Environmental Quality.
	Last Action:	2-17-21 H Filed
HB 1949	Crockett, Jasmine (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
	Companions:	HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed HB 3246 Reynolds, Ron(D) (Identical) 3- 8-21 H Filed HB 4178 Fierro, Art(D) (Identical) 3-12-21 H Filed SB 306 Eckhardt, Sarah (F)(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Natural Resources/Economic Development
	Last Action:	2-17-21 H Filed
HB 1956	Beckley, Michelle(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
	Last Action:	2-19-21 H Filed
HB 1957	Kuempel, John(R)	Relating to the labeling of wine as originating from an area of this state.
	Last Action:	2-19-21 H Filed

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HB 1958	Gonzalez, Mary(D)	Relating to the regulation of livestock export-import processing facilities.
Companions:	SB 1342 Springer, Drew (F)(R) (Identical) 3-10-21 S Filed	
Last Action:	2-19-21 H Filed	
HB 1982	Pacheco, Leo(D)	Relating to the prescription and dispensing of medical cannabis.
Last Action:	2-22-21 H Filed	
HB 1990	Thierry, Shawn(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.
Companions:	SB 434 Blanco, Cesar (F)(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Business and Commerce	
Last Action:	2-22-21 H Filed	
HB 1991	Thierry, Shawn(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
Companions:	SB 147 Powell, Beverly(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
Last Action:	2-22-21 H Filed	
HB 2028	Lambert, Stan(R)	Relating to egg grading.
Companions:	SB 336 Johnson, Nathan(D) (Identical) 3- 9-21 S Introduced and referred to committee on Senate Health and Human Services	
Last Action:	2-22-21 H Filed	
HB 2043	Leman, Ben(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if

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		the use of the land changes as a result of a condemnation.
	Companions:	SB 725 Schwertner, Charles(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Local Government
	Last Action:	2-22-21 H Filed
HB 2089	Burrows, Dustin(R)	Relating to the detection and mitigation of plant pests and diseases.
	Companions:	SB 731 Perry, Charles(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	2-23-21 H Filed
HB 2106	Perez, Mary Ann(D)	Relating to the prevention, identification, investigation, and enforcement of payment card fraud.
	Companions:	SB 964 Zaffirini, Judith(D) (Identical) 3-11-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	2-23-21 H Filed
HB 2213	Frullo, John(R)	Relating to the slaughter and processing of exotic animals for donation to a nonprofit food bank.
	Last Action:	2-24-21 H Filed
HB 2277	Rogers, Glenn (F)(R)	Relating to marketing and labeling requirements for certain food products, including imitation meat food products.
	Last Action:	2-25-21 H Filed
HB 2288	White, James(R)	Relating to the repeal of the additional ad valorem taxes imposed as a result of the sale or change in the use of land appraised as agricultural or open-space land.
	Last Action:	2-25-21 H Filed
HB 2397	Rodriguez, Eddie(D)	Relating to the administration, implementation, and enforcement of federal produce safety standards by the Department of Agriculture.
	Companions:	SB 1376 Hughes, Bryan(R) (Identical)

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		3-10-21 S Filed
	Last Action:	2-26-21 H Filed
HB 2428	Murr, Andrew(R)	Relating to the calculation of net to land in the appraisal of open-space land for ad valorem tax purposes.
	Last Action:	2-26-21 H Filed
HB 2493	Morales, Eddie (F)(D)	Relating to student loan repayment assistance for certain health care workers employed in rural counties.
	Last Action:	3- 1-21 H Filed
HB 2510	Noble, Candy(R)	Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.
	Companions:	SB 197 Nelson, Jane(R) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Finance
	Last Action:	3- 1-21 H Filed
HB 2535	Sanford, Scott(R)	Relating to the appraisal for ad valorem tax purposes of real property that includes improvements used for the noncommercial production of food for personal consumption.
	Companions:	HB 2121 Bailes, Ernest(R) (Refiled from 86R Session) HB 2182 Toth, Steve(R) (Refiled from 86R Session)
	Last Action:	3- 1-21 H Filed
HB 2542	Rose, Toni(D)	Relating to considering criminal history in employment decisions.
	Last Action:	3- 2-21 H Filed
HB 2560	Martinez, Armando(D)	Relating to remote meetings under the open meetings law.
	Companions:	SB 639 Menendez, Jose(D) (Identical)

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		3-11-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	3- 2-21 H Filed
HB 2568	Crockett, Jasmine (F)(D)	Relating to the manufacture, delivery, and possession of certain tetrahydrocannabinols under the Texas Controlled Substances Act.
	Last Action:	3- 2-21 H Filed
HB 2580	Leach, Jeff(R)	Relating to the operation and administration of the State Office of Administrative Hearings, including procedures during a declared disaster and the use of videoconferencing technology to conduct administrative hearings.
	Last Action:	3- 2-21 H Filed
HB 2593	Moody, Joe(D)	Relating to the criminal penalties for the possession of certain tetrahydrocannabinols under the Texas Controlled Substances Act.
	Last Action:	3- 2-21 H Filed
HB 2612	Raney, John(R)	Relating to the provision of Medicaid and child health plan program services using telecommunications or information technology and to reimbursement for those services.
	Last Action:	3- 2-21 H Filed
HB 2616	White, James(R)	Relating to a voluntary labeling program for meat and poultry products originating in this state.
	Last Action:	3- 2-21 H Filed
HB 2619	Wilson, Terry(R)	Relating to the creation and administration of the On-The-Ground Conservation Program by the State Soil and Water Conservation Board.
	Companions:	SB 1118 Johnson, Nathan(D) (Identical) 3- 5-21 S Filed
	Last Action:	3- 2-21 H Filed
HB 2620	Wilson, Terry(R)	Relating to the treatment of wineries during a state of disaster or emergency.
	Last Action:	3- 2-21 H Filed

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HB 2662	Krause, Matt(R)	Relating to the elimination of certain regulations waived during the coronavirus disease (COVID-19) pandemic.
	Last Action:	3- 3-21 H Filed
HB 2667	Smithee, John(R)	Relating to the definition of telecommunications providers and the Texas Universal Service Fund, authorizing an assessment.
	Last Action:	3- 3-21 H Filed
HB 2730	Deshotel, Joe(D)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	3- 3-21 H Filed
HB 2750	Pacheco, Leo(D)	Relating to the exemption of certain activities from regulation as a structural pest control service.
	Last Action:	3- 3-21 H Filed
HB 2777	Pacheco, Leo(D)	Relating to the regulation of reroofing contractors.
	Companions:	SB 1481 Johnson, Nathan(D) (Identical) 3-10-21 S Filed
	Last Action:	3- 3-21 H Filed
HB 2792	Darby, Drew(R)	Relating to a pilot project to provide emergency telemedicine medical services in rural areas.
	Last Action:	3- 3-21 H Filed
HB 2840	Longoria, Oscar(D)	Relating to the inapplicability of state citrus fruit maturity standards to grapefruit and oranges processed for juice.
	Last Action:	3- 4-21 H Filed
HB 2841	Longoria, Oscar(D)	Relating to suits to collect assessments owed by certain citrus producers.
	Last Action:	3- 4-21 H Filed
HB 3078	Bailes, Ernest(R)	Relating to the registration of certain motor vehicles as farm or ranch vehicles.
	Last Action:	3- 8-21 H Filed

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HB 3096	Burrows, Dustin(R)	Relating to the creation and activities of the Texas Produced Water Consortium.
	Companions:	SB 601 Perry, Charles(R) (Identical) 3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	Last Action:	3- 8-21 H Filed
HB 3132	Smithee, John(R)	Relating to the performance of equine dentistry by students of equine dental provider certification programs.
	Last Action:	3- 8-21 H Filed
HB 3149	Bucy, John(D)	Relating to drug testing and prescription drug policies and certain legal protections for employees and independent contractors of state agencies and political subdivisions and for other persons regarding the medical use of low-THC c
	Last Action:	3- 8-21 H Filed
HB 3192	Meza, Terry(D)	Relating to the prohibition of glyphosate herbicides on the grounds of a public or private school or institution of higher education.
	Last Action:	3- 8-21 H Filed
HB 3271	Ordaz Perez, Claudia (F)(D)	Relating to establishing a program to assist micro-businesses by increasing access to capital.
	Last Action:	3- 9-21 H Filed
HB 3275	Ellzey, Jake (F)(R)	Relating to the exclusion of the operation of certain vehicles used to transport property from commercial driver's license requirements.
	Last Action:	3- 9-21 H Filed
HB 3289	Gonzalez, Mary(D)	Relating to the penalties for a violation of a quarantine or rule to protect pecans or pecan trees from diseases or pests.
	Last Action:	3- 9-21 H Filed
HB 3383	Rogers, Glenn (F)(R)	Relating to requiring coursework in agriculture for a baccalaureate degree program at a public institution of higher education.

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	Last Action:	3- 9-21 H Filed
HB 3545	Frullo, John(R)	Relating to the applicability of certain insurance laws to certain farm mutual insurance companies.
	Last Action:	3-10-21 H Filed
HB 3577	Guerra, Bobby(D)	Relating to disaster preparedness education.
	Last Action:	3-10-21 H Filed
HB 3661	Dean, Jay(R)	Relating to training for members of the governing body of a rural hospital.
	Last Action:	3-10-21 H Filed
HB 3833	King, Phil(R)	Relating to the additional ad valorem tax and interest imposed as a result of a change in the use of certain land.
	Last Action:	3-11-21 H Filed
HB 3855	Rogers, Glenn (F)(R)	Relating to the control of diseases of swine.
	Last Action:	3-11-21 H Filed
HB 3921	Bailes, Ernest(R)	Relating to the use of certain drugs in bovine breeding stock by or on the prescription of a veterinarian.
	Last Action:	3-11-21 H Filed
HB 3924	Oliverson, Tom(R)	Relating to the operation of and coverage by a nonprofit agricultural organization.
	Last Action:	3-11-21 H Filed
HB 3948	King, Tracy(D)	Relating to the production and regulation of hemp and consumable hemp products.
	Companions:	SB 1778 Perry, Charles(R) (Identical) 3-12-21 S Filed
	Last Action:	3-11-21 H Filed
HB 3959	Buckley, Brad(R)	Relating to the establishment of the Texas Youth Livestock Show Fund.
	Last Action:	3-11-21 H Filed
HB 3975	Martinez, Armando(D)	Relating to the sanitary transportation of human and animal food.

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Companions:	SB 1562	Lucio, Eddie(D)	(Identical)
		3-11-21 S Filed	
Last Action:	3-11-21 H Filed		
HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.	
Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs		
HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.	
Last Action:	3-11-21 H Introduced and referred to committee on House Environmental Regulation		
HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for legislative review or approval of state agency rules.	
Companions:	HJR 88	Swanson, Valoree(R)	(Refiled from 86R Session)
	HJR 149	Toth, Steve(R)	(Refiled from 86R Session)
Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs		
HJR 11	Reynolds, Ron(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.	
Companions:	HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)
	SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 28	Larson, Lyle(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Public Health		

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		Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health
	HJR 13	Canales, Terry(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.
		Companions:	SJR 8 Rodriguez, Jose(D) (Refiled from 86R Session) SJR 16 Eckhardt, Sarah (F)(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate State Affairs
		Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs
	HJR 15	Vasut, Cody (F)(R)	Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.
		Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs
	HJR 17	Zwiener, Erin(D)	Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property harvesting rainwater or graywater.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
	HJR 28	Larson, Lyle(R)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.
		Companions:	HJR 21 Reynolds, Ron(D) (Refiled from 86R Session) SJR 7 Rodriguez, Jose(D) (Refiled from 86R Session) HJR 11 Reynolds, Ron(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health
		Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health

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HJR 34	Raymond, Richard(D)	Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.	
	Companions:	HJR 15 Raymond, Richard(D)	(Refiled from 86R Session)
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations	
HJR 59	Howard, Donna(D)	Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.	
	Last Action:	3-11-21 H Introduced and referred to committee on House Redistricting	
HJR 60	Anchia, Rafael(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.	
	Companions:	SJR 20 Johnson, Nathan(D)	(Identical) 3-11-21 S Introduced and referred to committee on Senate Committee on Administration
	Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs	
HJR 65	Vasut, Cody (F)(R)	Proposing a constitutional amendment requiring the governor to call the legislature into special session on petition of at least two-thirds of the members of each house of the legislature.	
	Last Action:	3-11-21 H Introduced and referred to committee on House State Affairs	
HJR 106	White, James(R)	Proposing a constitutional amendment repealing the provision that subjects land designated for agricultural use to an additional tax when the land is diverted to a purpose other than agricultural use or sold.	

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		Companions:	HJR 107 Sanford, Scott(R) (Refiled from 86R Session) HJR 149 Sanford, Scott(R) (Identical) 3-12-21 H Filed	
		Last Action:	2-25-21 H Filed	
	SB 1	Nelson, Jane(R)	General Appropriations Bill.	
		Last Action:	3- 8-21 S Meeting set for 10:00 A.M., E1.036, Senate Finance	
	SB 5	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.	
		Last Action:	3-17-21 S Meeting set for 8:00 A.M., E1.016, Senate Transportation	
	SB 16	Nelson, Jane(R)	Relating to prohibitions on the dissemination by a state agency of an individual's personal data.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Finance	
	SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce	
	SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Natural Resources/Economic Development	
	SB 48	Zaffirini, Judith(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.	
		Companions:	HB 2012 Lucio III, Eddie(D) (Refiled from 86R Session)	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Criminal Justice	

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SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 73	Miles, Borris(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
Companions:	HB 1666 Thierry, Shawn(D) (Identical) 3- 9-21 H Introduced and referred to committee on House Human Services HB 3834 Klick, Stephanie(R) (Identical) 3-11-21 H Filed	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions.
Companions:	HB 94 Reynolds, Ron(D) (Identical) 2-25-21 H Introduced and referred to committee on House Public Health	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs	
SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
Companions:	HB 1991 Thierry, Shawn(D) (Identical) 2-22-21 H Filed	

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	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Veteran Affairs and Border Security
SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.
	Companions:	HB 415 Guerra, Bobby(D) (Refiled from 86R Session)
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
SB 151	Johnson, Nathan(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
	Companions:	HB 439 Canales, Terry(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs
SB 152	Perry, Charles(R)	Relating to the regulation of groundwater conservation districts.
	Companions:	HB 666 Harris, Cody(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Natural Resources HB 668 Harris, Cody(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Natural Resources
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 154	Perry, Charles(R)	Relating to the creation of the broadband office within the Public Utility

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		Commission of Texas and the establishment of a broadband service investment grant program.
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Transportation
SB 157	Perry, Charles(R)	Relating to eminent domain reporting requirements for certain entities.
	Last Action:	3- 8-21 S Committee action pending Senate State Affairs
SB 197	Nelson, Jane(R)	Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.
	Companions:	HB 2510 Noble, Candy(R) (Identical) 3- 1-21 H Filed
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Finance
SB 227	Paxton, Angela(R)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
	Companions:	HB 592 Turner, Chris(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Ways and Means
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Finance
SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
	Companions:	HB 515 Oliverson, Tom(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 522 Johnson, Julie(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce

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SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs
SB 276	Hinojosa, Chuy(D)	Relating to notice of an infectious disease occurring in an animal shelter and the quarantine of certain infectious animals at the shelter.	
		Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.	
		Last Action:	3- 9-21 S Introduced and referred to committee on Senate Business and Commerce
SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.	
		Companions:	HB 1949 Crockett, Jasmine (F)(D) (Identical) 2-17-21 H Filed HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed HB 3246 Reynolds, Ron(D) (Identical) 3- 8-21 H Filed HB 4178 Fierro, Art(D) (Identical) 3-12-21 H Filed

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	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Natural Resources/Economic Development
SB 323	West, Royce(D)	Relating to the licensing and regulation of dog and cat breeders.
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 336	Johnson, Nathan(D)	Relating to egg grading.
	Companions:	HB 2028 Lambert, Stan(R) (Identical) 2-22-21 H Filed
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Health and Human Services
SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
	Companions:	HB 1070 Harris, Cody(R) (Identical) 3-11-21 H Committee action pending House Agriculture and Livestock
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	HB 4 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health HB 974 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Health and Human Services
SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.

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	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Health and Human Services
SB 434	Blanco, Cesar (F)(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.
	Companions:	HB 1990 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Business and Commerce
SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.
	Companions:	HB 1922 Thierry, Shawn(D) (Identical) 2-12-21 H Filed HB 2271 Turner, John(D) (Identical) 2-24-21 H Filed
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Business and Commerce
SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.
	Companions:	HB 1480 Cyrier, John(R) (Identical) 3- 5-21 H Introduced and referred to committee on House Agriculture and Livestock
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence HB 873 Collier, Nicole(D) (Identical) 3- 8-21 H Committee action pending House Criminal Jurisprudence
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Criminal Justice

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SB 475	Nelson, Jane(R)	Relating to state agency and local government information security, including establishment of the state risk and authorization management program and the Texas volunteer incident response team.
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Finance
SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	HB 1446 Ashby, Trent(R) (Identical) 3- 5-21 H Introduced and referred to committee on House State Affairs
	Last Action:	3- 9-21 S Introduced and referred to committee on Senate Transportation
SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.
	Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) HB 687 Lozano, Jose(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Criminal Justice
SB 593	Hinojosa, Chuy(D)	Relating to municipal authority to annex colonias.

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		Last Action:	3-11-21 S Introduced and referred to committee on Senate Local Government
	SB 617	Kolkhorst, Lois(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.
		Companions:	HB 1652 Wilson, Terry(R) (Identical) 3- 9-21 H Introduced and referred to committee on House Public Health
		Last Action:	3-11-21 S Introduced and referred to committee on Senate Health and Human Services
	SB 618	Gutierrez, Roland (F)(D)	Relating to the creation of the Texas Telecommunications Infrastructure Board.
		Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
	SB 634	Kolkhorst, Lois(R)	Relating to the confidentiality of the identity of certain landowners who participate in a State Soil and Water Conservation Board program to manage or eradicate an invasive species.
		Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	SB 639	Menendez, Jose(D)	Relating to remote meetings under the open meetings law.
		Companions:	HB 2560 Martinez, Armando(D) (Identical) 3- 2-21 H Filed
		Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
	SB 656	Gutierrez, Roland (F)(D)	Relating to the creation of the Val Verde County Groundwater Conservation District.
		Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
	SB 669	Springer, Drew (F)(R)	Relating to certain reports by the Texas Water Development Board.
		Companions:	HB 1866 Lucio III, Eddie(D) (Identical)

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		3-11-21 H Introduced and referred to committee on House Natural Resources
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 674	Buckingham, Dawn(R)	Relating to the availability of antipsychotic prescription drugs under the vendor drug program and Medicaid managed care.
	Companions:	HB 2822 Hull, Lacey (F)(R) (Identical) 3- 4-21 H Filed
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Health and Human Services
SB 677	Springer, Drew (F)(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
	Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session) HB 1266 Kacal, Kyle(R) (Identical) 3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 682	Blanco, Cesar (F)(D)	Relating to the regulation of migrant labor housing facilities.
	Companions:	HB 50 Romero, Ramon(D) (Refiled from 86R Session)
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 703	Buckingham, Dawn(R)	Relating to the continuation and functions of the Department of Agriculture, the Prescribed Burning Board, and the Texas Boll Weevil Eradication Foundation.

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Companions:	HB 1835	Canales, Terry(D)	(Identical)
		3-11-21 H Introduced and referred to committee on House Agriculture and Livestock	
Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs		

SB 705	Lucio, Eddie(D)	Relating to the continuation and functions of the Texas Animal Health Commission.	
Companions:	HB 1830	Cyrier, John(R)	(Identical)
		3-11-21 H Introduced and referred to committee on House Agriculture and Livestock	
Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs		

SB 725	Schwertner, Charles(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if the use of the land changes as a result of a condemnatio	
Companions:	HB 2043	Leman, Ben(R)	(Identical)
		2-22-21 H Filed	
Last Action:	3-11-21 S Introduced and referred to committee on Senate Local Government		

SB 731	Perry, Charles(R)	Relating to the detection and mitigation of plant pests and diseases.	
Companions:	HB 2089	Burrows, Dustin(R)	(Identical)
		2-23-21 H Filed	
Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs		

SB 742	Birdwell, Brian(R)	Relating to installment payments of ad valorem taxes on property in a disaster area.
Last Action:	3-11-21 S Introduced and referred to committee on Senate Finance	

SB 801	Kolkhorst, Lois(R)	Relating to the development of an agriculture education program for public elementary schools.

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	Last Action:	3-11-21 S Introduced and referred to committee on Senate Education
SB 814	Buckingham, Dawn(R)	Relating to the amount of wine certain wineries may sell directly to consumers.
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
SB 843	Springer, Drew (F)(R)	Relating to the sale of certain food by food service establishments.
	Companions:	HB 1276 Parker, Tan(R) (Identical) 3- 4-21 H Introduced and referred to committee on House Public Health
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Health and Human Services
SB 867	Springer, Drew (F)(R)	Relating to an animal share exemption for certain meat and meat food products.
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 883	Springer, Drew (F)(R)	Relating to the advertising and labeling of certain meat food products.
	Companions:	HB 3799 Buckley, Brad (F)(R) (Refiled from 86R Session) SB 2035 Hall, Bob(R) (Refiled from 86R Session) HB 316 Buckley, Brad(R) (Identical) 3-17-21 H Meeting set for 8:00 A.M., JHR 140, House Public Health
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
SB 905	Perry, Charles(R)	Relating to guidance on the regulations applicable to the potable reuse of wastewater.
	Companions:	HB 4161 Frank, James(R) (Identical) 3-12-21 H Filed

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	Last Action:	3-11-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs
SB 964	Zaffirini, Judith(D)	Relating to the prevention, identification, investigation, and enforcement of payment card fraud.
	Companions:	HB 2106 Perez, Mary Ann(D) (Identical) 2-23-21 H Filed
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Business and Commerce
SB 995	Powell, Beverly(D)	Relating to the establishment of the disaster reinvestment and infrastructure planning board and the creation of the disaster reinvestment and infrastructure planning revolving fund.
	Last Action:	3- 3-21 S Filed
SB 1002	Springer, Drew (F)(R)	Relating to reducing the criminal penalty for the operation of overweight vehicles transporting livestock.
	Last Action:	3- 4-21 S Filed
SB 1062	Zaffirini, Judith(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
	Companions:	HB 1686 Cortez, Philip(D) (Identical) 3- 9-21 H Introduced and referred to committee on House Agriculture and Livestock
	Last Action:	3- 5-21 S Filed
SB 1078	Springer, Drew (F)(R)	Relating to liability arising from farm animals.
	Last Action:	3- 5-21 S Filed
SB 1118	Johnson, Nathan(D)	Relating to the creation and administration of the On-The-Ground Conservation Program by the State Soil and Water Conservation Board.
	Companions:	HB 2619 Wilson, Terry(R) (Identical) 3- 2-21 H Filed
	Last Action:	3- 5-21 S Filed

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SB 1128	Powell, Beverly(D)	Relating to pollinator health.
Companions:	HB 136 Gonzalez, Mary(D) (Refiled from 86R Session) SB 2170 Rodriguez, Jose(D) (Refiled from 86R Session)	
Last Action:	3- 5-21 S Filed	
SB 1145	Perry, Charles(R)	Relating to marketing and labeling requirements for certain food products, including imitation meat and egg food products.
Last Action:	3- 8-21 S Filed	
SB 1192	Springer, Drew (F)(R)	Relating to prohibiting certain limitations on the operation of businesses that hold a winery permit during a declared state of disaster.
Last Action:	3- 9-21 S Filed	
SB 1245	Perry, Charles(R)	Relating to the farm and ranch survey conducted by the comptroller for purposes of estimating the productivity value of qualified open-space land as part of the study of school district taxable values.
Last Action:	3- 9-21 S Filed	
SB 1246	Perry, Charles(R)	Relating to universal service fund assistance to high cost rural areas and the uniform charge that funds the universal service fund.
Last Action:	3- 9-21 S Filed	
SB 1342	Springer, Drew (F)(R)	Relating to the regulation of livestock export-import processing facilities.
Companions:	HB 1958 Gonzalez, Mary(D) (Identical) 2-19-21 H Filed	
Last Action:	3-10-21 S Filed	
SB 1376	Hughes, Bryan(R)	Relating to the administration, implementation, and enforcement of federal produce safety standards by the Department of Agriculture.

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Companions:	HB 2397	Rodriguez, Eddie(D) (Identical) 2-26-21 H Filed
Last Action:	3-10-21 S Filed	
SB 1380	Gutierrez, Roland (F)(D)	Relating to the creation of the farmer mental health and suicide prevention program.
Last Action:	3-10-21 S Filed	
SB 1447	Seliger, Kel(R)	Relating to the rural veterinarian incentive program.
Companions:	HB 1259	Darby, Drew(R) (Identical) 3- 4-21 H Introduced and referred to committee on House Higher Education
Last Action:	3-10-21 S Filed	
SB 1562	Lucio, Eddie(D)	Relating to the sanitary transportation of human and animal food.
Companions:	HB 3975	Martinez, Armando(D) (Identical) 3-11-21 H Filed
Last Action:	3-11-21 S Filed	
SB 1566	Lucio, Eddie(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.
Companions:	HB 1371	Guerra, Bobby(D) (Identical) 3- 5-21 H Introduced and referred to committee on House Agriculture and Livestock
Last Action:	3-11-21 S Filed	
SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.
Companions:	SJR 8	Rodriguez, Jose(D) (Refiled from 86R Session)
	HJR 13	Canales, Terry(D) (Identical) 3- 1-21 H Introduced and referred to committee on House State Affairs

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	Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs
SJR 20	Johnson, Nathan(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.
	Companions:	HJR 60 Anchia, Rafael(D) (Identical) 3-11-21 H Introduced and referred to committee on House State Affairs
	Last Action:	3-11-21 S Introduced and referred to committee on Senate Committee on Administration
SR 1	Whitmire, John(D)	Caucus resolution.
	Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)
SR 2	Hughes, Bryan(R)	Senate rules.
	Last Action:	1-13-21 S Passed
SR 4	Huffman, Joan(R)	Resolution that establishes Redistricting Committee.
	Last Action:	1-13-21 S Passed

	All	**Track**
Total Bills:	296	296

Track(s):

Position: (None)

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AMERICAN OVERSIGHT

From: Food & Beverage Law360 <news-q@law360.com>
Sent: Friday, January 15, 2021 2:47 PM EST
To: Angela Olige <Angela.Olige@TexasAgriculture.gov>
Subject: Coronavirus: The Week In Review

WARNING: This email originated from outside of the Texas Department of Agriculture email system. DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Coronavirus Special Report

Friday, January 15, 2021

TOP NEWS

How COVID-19 Could Permanently Alter Litigation For GCs

Some court depositions and hearings might remain virtual once the coronavirus pandemic subsides, and general counsel will need to adjust their expectations and invest in technology if they want to prevail in the cases they face, according to a report released Wednesday by Crowell & Moring LLP.

5 Tips To Help Employers Tamp Down A Virus Lawsuit Wave

COVID-19-related employment suits have been on the rise since the onset of the pandemic, and that litigation hike is expected to continue, attorneys say. Here are five steps employers can take to minimize their risk in 2021.

7 Major M&A Deals That Broke Down Due To COVID-19

The coronavirus pandemic wreaked havoc on the market for mergers and acquisitions in the middle of last year, causing a short-term stoppage in deal activity, leading multiple major transactions to be revised or abandoned, and resulting in some parties taking their disputes to court. Here, Law360 looks at seven of the most significant deals that broke down because of the effects of COVID-19.

Mass. Moves Prosecutors, Defense Attys Up In Vaccine Line

Massachusetts has moved judges, prosecutors and defense attorneys into the second phase of the state's COVID-19 vaccine distribution plan after lobbying by the state bar association and public defenders, making shots available to those people starting next month.

NJ Justices Take On Challenge To Virtual Grand Juries

The New Jersey Supreme Court will address a constitutional challenge to the state's virtual grand jury program after a defense attorneys' group accused the justices of overstepping their power in authorizing the remote proceedings amid the COVID-19 pandemic, according to an order made available Thursday.

Coronavirus Litigation: The Week In Review

California restaurant owners say they shouldn't face fees for liquor licenses and health permits when state and county officials won't allow them to operate, the federal government can continue requiring in-person clinic visits to obtain abortion-inducing medication, and a cannabis farm is the latest to be hit with claims it fired workers who complained about workplace conditions amid the pandemic.

COURT CLOSINGS AND RESTRICTIONS

Coronavirus: The Latest Court Closures And Restrictions

UPDATED Jan. 15, 2021, 2:36 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section.

Coronavirus: The Latest EU Court Closures And Restrictions

UPDATED January 5, 2020, 11:57 AM GMT | As courts across the region take measures to prevent the spread of the novel coronavirus, some are restricting access and altering their procedures. Here is a roundup of changes.

WHAT ATTORNEYS NEED TO KNOW

Coronavirus Regulations: A State-By-State Week In Review

Surges in COVID-19 cases led to renewed restrictions in Delaware, Massachusetts and New York this past week, while the pandemic also

LAW FIRMS
4 New Square
4 Pump Court
7 King's Bench Walk
Allen & Overy
Alto Litigation
Arnold & Porter
Belkin Burden
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steered new guidance for New Jersey public schools and a workforce development boost in Pennsylvania.

Material Adverse Change Terms Continue To Get More Specific

Material adverse change clauses in public merger agreements are getting more specific to provide both parties to a deal with greater certainty, and the provisions are more heavily negotiated in agreements valued at $1 billion or more, according to a new survey from Nixon Peabody LLP.

Dems' Senate Win Sinks Insurers' Virus Liability Shield Hopes

The insurance industry's hopes for sweeping national legislation that would shield businesses from most coronavirus-related lawsuits were likely dashed last week as Senate control swung to the Democrats, who have resisted such a measure, warning that it would erode legal protections for workers and consumers.

Top UK Court Rules Insurers Must Cover Lockdown Losses

The U.K. Supreme Court ruled Friday that insurers must pay out to hundreds of thousands of companies forced to close during the country's first pandemic lockdown, ruling in favor of the Financial Conduct Authority in a landmark case over business interruption cover.

Enterprise WARN Act Ruling Spells Trouble For Big Employers

A Florida federal judge's recent refusal to hit the brakes on a WARN Act case over car rental giant Enterprise's pandemic-related layoffs has given employers a preview of how these suits may be handled by federal judges, and experts say company leaders would be wise to pay attention.

Major Takeaways From NY's New Anti-Eviction Law

After New York's Legislature met for a rare year-end session to pass the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, we talked to experts to break down the new pandemic-era protections, stronger than anything renters have seen for months.

Justices Let FDA Require Abortion Pill Visits Amid Pandemic

Despite the coronavirus pandemic, the U.S. Food and Drug Administration can resume enforcing a one-of-a-kind requirement that women visit clinics to obtain abortion-inducing medication, the U.S. Supreme Court's conservatives ruled Tuesday night.

Retailer Christopher & Banks Driven To Ch. 11 By COVID-19

Women's apparel company Christopher & Banks Corp. said Thursday the COVID-19 pandemic has driven it to Chapter 11, and that it plans to close most of its brick-and-mortar stores but will continue its e-commerce operations.

Mexico Says US Must Vaccinate Migrant Workers Under Pact

Mexico's top diplomat called on the U.S. to include unauthorized immigrants in ongoing COVID-19 vaccination campaigns in a speech Wednesday, saying Mexico would consider exclusion of migrant workers a violation of the U.S.-Mexico-Canada Agreement.

Convicted Insys Founder Wants Vaccine First, Prison Later

Insys Therapeutics Inc. founder John Kapoor on Friday again asked a federal judge to put off the start of his 66-month prison term for his role in a scheme to bribe doctors to prescribe the company's opioid, arguing he should receive a COVID-19 vaccine before going in.

Calif. Justices Should Weigh Virus Coverage, 9th Circ. Told

A San Francisco retailer on Thursday urged the Ninth Circuit to seek the California high court's input to resolve its appeal of a federal judge's decision that Travelers is not obligated to cover its financial losses due to COVID-19 shutdown orders, arguing that the case involves a novel question under the Golden State's law.

No Contamination, No Coverage For Dentist's Virus Claims

A Texas federal judge has shot down a dentist's suit seeking coverage for losses she claims to have sustained as a result of COVID-19 shutdown orders, saying while the "physical loss" required to trigger the policy doesn't need to be structural damage, she still would need to allege the virus was actually present in the office.

Insurer Dodges Miami Caterer's COVID-19 Coverage Suit

A Florida federal judge has tossed a Miami catering company's lawsuit seeking to force its insurer to pay for COVID-19-related losses, ruling that its commercial property policy's business income provision doesn't apply and that a virus exclusion doesn't cover physical loss or damage.

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EXPERT ANALYSIS

ABA Approves Remote Practice, But Questions Remain

Lawyers working remotely during the pandemic while physically outside the jurisdictions in which they are licensed will find some comfort in a recent American Bar Association opinion sanctioning such practice, but there is ambiguity regarding the contours of what's allowed, say attorneys at Harris Wiltshire.

Pandemic Is Changing Compassionate Release Calculus

Whereas compassionate release applications for white collar defendants were previously rare, courts are now approaching these applications with greater leniency to reduce sentences or to impose sentencing alternatives in the appropriate circumstances, which may continue beyond the pandemic, say Jamie Furia and Carly Coleman at Lowenstein Sandler.

PPP Enforcement Issues To Watch In 2021

Derek Adams at Potomac Law, and Ellen London and Steven Deolus at Alto Litigation, examine the evolution of the Paycheck Protection Program, the impact of constant changes to eligibility and reporting rules, and enforcement developments to expect this year.

NY COVID-19 Commercial Lease Decisions Lack Consistency

Recent New York decisions concerning commercial lease disputes amid the pandemic have produced inconsistent results, but highlight some arguments that tenants should consider emphasizing in subsequent cases, says Cassandra Porsch at Scarola Zubatov.

Corp.
Twitter Inc.
WeWork Co. Inc.
Woodward Inc.
Xerox Holdings Corp.

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Delaware Court of Chancery
European Union
Federal Bureau of Prisons
Financial Conduct Authority
Food and Drug Administration
Georgia Supreme Court
Internal Revenue Service
New Jersey Supreme Court
Pennsylvania Department of Education
Serious Fraud Office
Small Business Administration
Texas Supreme Court
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Maynard Cooper
Milberg Coleman
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Norton Rose
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CEC Entertainment Inc.
California Grocers Association
Cboe Global Markets Inc.
Center for Justice
Cincinnati Financial Corp.
Deloitte Touche
Facebook Inc.
Florida Justice Association
Georgetown University
Grupo Aeromexico SAB de CV
HP Inc.
Hazelden Betty Ford Foundation
Hy-Vee
Independent Bank Group Inc.
J. Crew Group Inc.
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Pfizer Inc.
Planned Parenthood Federation
Rolls-Royce
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SBM Offshore NV
Southwestern Law School
State Bar of California
Studio Movie Grill Concepts I Ltd.
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CLOSINGS AND DELAYS

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UPDATED Feb. 5, 2021, 2:04 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section. » indicates updated entry

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WHAT LAWYERS NEED TO KNOW

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First Watch Restaurants Inc.
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Gilead Sciences Inc.
HelloFresh SE
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AMERICAN OVERSIGHT

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JBS SA
LexisNexis Group
LinkedIn Corp.
National Restaurant Association
National Retail Federation Inc.
New York State Bar Association
Pfizer Inc.
Precision Castparts Corp.
Ralph Lauren Corp.
Roku Inc.
SBM Offshore NV
Sam's Club
Signet Jewelers Ltd.
The Bank of New York Mellon Corp.
The ERISA Industry Committee
The Florida Bar
The Hanover Insurance Group Inc.
The Home Depot Inc.
The Travelers Cos. Inc.
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Ulta Beauty Inc.
Wal-Mart Stores Inc.
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GOVERNMENT AGENCIES

Centers for Disease Control and Prevention
Equal Employment Opportunity Commission
European Union
Export-Import Bank of the United States
Federal Aviation Administration
Federal Railroad Administration
Federal Transit Administration
Food and Drug Administration
Georgia Department of Public Health
Georgia Supreme Court
New Jersey Legislature
New York Attorney General's Office
New York State Assembly
New York State Department of Health
Occupational Safety and Health Administration
Pennsylvania Supreme Court
Serious Fraud Office
Small Business Administration
Texas Supreme Court
Transportation Security Administration
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. Department of Homeland Security
U.S. Department of Transportation
U.S. District Court for the District of New Jersey
U.S. District Court for the Eastern District of Pennsylvania

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Coronavirus Special Report

Friday, February 5, 2021

TOP NEWS

Trial Alternatives Getting Fresh Look With COVID-19 Backlog
Courts are scrambling for ways to dig out from under a backlog of cases that one Maine judge calls "staggering."

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Dave & Buster's Entertainment Inc.
Dollar General Corp.
Early Warning Services LLC
ExamSoft Worldwide Inc.
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Ralph Lauren Corp.
Roku Inc.
SBM Offshore NV
Sam's Club
Signet Jewelers Ltd.
The Bank of New York Mellon Corp.
The ERISA Industry Committee
The Florida Bar
The Hanover Insurance Group Inc.
The Home Depot Inc.
The Travelers Cos. Inc.
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Tyson Foods Inc.
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Ulta Beauty Inc.
Wal-Mart Stores Inc.
Whirlpool Corp.

GOVERNMENT AGENCIES

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Georgia Department of Public Health
Georgia Supreme Court
New Jersey Legislature
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New York State Assembly
New York State Department of Health
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Pennsylvania Supreme Court
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From: Food & Beverage Law360 <news-q@law360.com>
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Coronavirus Special Report

Friday, January 15, 2021

TOP NEWS

How COVID-19 Could Permanently Alter Litigation For GCs

Some court depositions and hearings might remain virtual once the coronavirus pandemic subsides, and general counsel will need to adjust their expectations and invest in technology if they want to prevail in the cases they face, according to a report released Wednesday by Crowell & Moring LLP.

5 Tips To Help Employers Tamp Down A Virus Lawsuit Wave

COVID-19-related employment suits have been on the rise since the onset of the pandemic, and that litigation hike is expected to continue, attorneys say. Here are five steps employers can take to minimize their risk in 2021.

7 Major M&A Deals That Broke Down Due To COVID-19

The coronavirus pandemic wreaked havoc on the market for mergers and acquisitions in the middle of last year, causing a short-term stoppage in deal activity, leading multiple major transactions to be revised or abandoned, and resulting in some parties taking their disputes to court. Here, Law360 looks at seven of the most significant deals that broke down because of the effects of COVID-19.

Mass. Moves Prosecutors, Defense Attys Up In Vaccine Line

Massachusetts has moved judges, prosecutors and defense attorneys into the second phase of the state's COVID-19 vaccine distribution plan after lobbying by the state bar association and public defenders, making shots available to those people starting next month.

NJ Justices Take On Challenge To Virtual Grand Juries

The New Jersey Supreme Court will address a constitutional challenge to the state's virtual grand jury program after a defense attorneys' group accused the justices of overstepping their power in authorizing the remote proceedings amid the COVID-19 pandemic, according to an order made available Thursday.

Coronavirus Litigation: The Week In Review

California restaurant owners say they shouldn't face fees for liquor licenses and health permits when state and county officials won't allow them to operate, the federal government can continue requiring in-person clinic visits to obtain abortion-inducing medication, and a cannabis farm is the latest to be hit with claims it fired workers who complained about workplace conditions amid the pandemic.

COURT CLOSINGS AND RESTRICTIONS

Coronavirus: The Latest Court Closures And Restrictions

UPDATED Jan. 15, 2021, 2:36 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section.

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UPDATED January 5, 2020, 11:57 AM GMT | As courts across the region take measures to prevent the spread of the novel coronavirus, some are restricting access and altering their procedures. Here is a roundup of changes.

WHAT ATTORNEYS NEED TO KNOW

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Surges in COVID-19 cases led to renewed restrictions in Delaware, Massachusetts and New York this past week, while the pandemic also

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7 King's Bench Walk
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Cohen Milstein
Cole Schotz
Crowell & Moring
DAC Beachcroft
DWF LLP
Daniels & Tredennick
DiCello Levitt
Essex Court Chambers
Fisher Phillips
Fountain Court Chambers
Fox Rothschild
Furlong & Krasny
Gibson Dunn
Greenberg Traurig
Greenwald Doherty
Harris Wiltshire
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Lowenstein Sandler
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Mishcon de Reya
Morgan Lewis
Nixon Peabody
One Essex Court
Orr Cook
Paul Weiss
Potomac Law Group
Raisner Roupinian

AMERICA OVERSIGHT

steered new guidance for New Jersey public schools and a workforce development boost in Pennsylvania.

Material Adverse Change Terms Continue To Get More Specific

Material adverse change clauses in public merger agreements are getting more specific to provide both parties to a deal with greater certainty, and the provisions are more heavily negotiated in agreements valued at $1 billion or more, according to a new survey from Nixon Peabody LLP.

Dems' Senate Win Sinks Insurers' Virus Liability Shield Hopes

The insurance industry's hopes for sweeping national legislation that would shield businesses from most coronavirus-related lawsuits were likely dashed last week as Senate control swung to the Democrats, who have resisted such a measure, warning that it would erode legal protections for workers and consumers.

Top UK Court Rules Insurers Must Cover Lockdown Losses

The U.K. Supreme Court ruled Friday that insurers must pay out to hundreds of thousands of companies forced to close during the country's first pandemic lockdown, ruling in favor of the Financial Conduct Authority in a landmark case over business interruption cover.

Enterprise WARN Act Ruling Spells Trouble For Big Employers

A Florida federal judge's recent refusal to hit the brakes on a WARN Act case over car rental giant Enterprise's pandemic-related layoffs has given employers a preview of how these suits may be handled by federal judges, and experts say company leaders would be wise to pay attention.

Major Takeaways From NY's New Anti-Eviction Law

After New York's Legislature met for a rare year-end session to pass the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, we talked to experts to break down the new pandemic-era protections, stronger than anything renters have seen for months.

Justices Let FDA Require Abortion Pill Visits Amid Pandemic

Despite the coronavirus pandemic, the U.S. Food and Drug Administration can resume enforcing a one-of-a-kind requirement that women visit clinics to obtain abortion-inducing medication, the U.S. Supreme Court's conservatives ruled Tuesday night.

Retailer Christopher & Banks Driven To Ch. 11 By COVID-19

Women's apparel company Christopher & Banks Corp. said Thursday the COVID-19 pandemic has driven it to Chapter 11, and that it plans to close most of its brick-and-mortar stores but will continue its e-commerce operations.

Mexico Says US Must Vaccinate Migrant Workers Under Pact

Mexico's top diplomat called on the U.S. to include unauthorized immigrants in ongoing COVID-19 vaccination campaigns in a speech Wednesday, saying Mexico would consider exclusion of migrant workers a violation of the U.S.-Mexico-Canada Agreement.

Convicted Insys Founder Wants Vaccine First, Prison Later

Insys Therapeutics Inc. founder John Kapoor on Friday again asked a federal judge to put off the start of his 66-month prison term for his role in a scheme to bribe doctors to prescribe the company's opioid, arguing he should receive a COVID-19 vaccine before going in.

Calif. Justices Should Weigh Virus Coverage, 9th Circ. Told

A San Francisco retailer on Thursday urged the Ninth Circuit to seek the California high court's input to resolve its appeal of a federal judge's decision that Travelers is not obligated to cover its financial losses due to COVID-19 shutdown orders, arguing that the case involves a novel question under the Golden State's law.

No Contamination, No Coverage For Dentist's Virus Claims

A Texas federal judge has shot down a dentist's suit seeking coverage for losses she claims to have sustained as a result of COVID-19 shutdown orders, saying while the "physical loss" required to trigger the policy doesn't need to be structural damage, she still would need to allege the virus was actually present in the office.

Insurer Dodges Miami Caterer's COVID-19 Coverage Suit

A Florida federal judge has tossed a Miami catering company's lawsuit seeking to force its insurer to pay for COVID-19-related losses, ruling that its commercial property policy's business income provision doesn't apply and that a virus exclusion doesn't cover physical loss or damage.

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Buffalo Bills
Christian Louboutin SA
Christopher & Banks Corporation
Cincinnati Financial Corp.
Consumer Watchdog
Council of Insurance Agents & Brokers
Dealogic LLC
Deutsche Bank AG
Erie Insurance Inc.
Ferrari SpA
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Sunstone Hotel Investors Inc.
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AMERICAN OVERSIGHT

EXPERT ANALYSIS

ABA Approves Remote Practice, But Questions Remain

Lawyers working remotely during the pandemic while physically outside the jurisdictions in which they are licensed will find some comfort in a recent American Bar Association opinion sanctioning such practice, but there is ambiguity regarding the contours of what's allowed, say attorneys at Harris Wiltshire.

Pandemic Is Changing Compassionate Release Calculus

Whereas compassionate release applications for white collar defendants were previously rare, courts are now approaching these applications with greater leniency to reduce sentences or to impose sentencing alternatives in the appropriate circumstances, which may continue beyond the pandemic, say Jamie Furia and Carly Coleman at Lowenstein Sandler.

PPP Enforcement Issues To Watch In 2021

Derek Adams at Potomac Law, and Ellen London and Steven Deolus at Alto Litigation, examine the evolution of the Paycheck Protection Program, the impact of constant changes to eligibility and reporting rules, and enforcement developments to expect this year.

NY COVID-19 Commercial Lease Decisions Lack Consistency

Recent New York decisions concerning commercial lease disputes amid the pandemic have produced inconsistent results, but highlight some arguments that tenants should consider emphasizing in subsequent cases, says Cassandra Porsch at Scarola Zubatov.

Corp.
Twitter Inc.
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Centers for Disease Control and Prevention
Delaware Court of Chancery
European Union
Federal Bureau of Prisons
Financial Conduct Authority
Food and Drug Administration
Georgia Supreme Court
Internal Revenue Service
New Jersey Supreme Court
Pennsylvania Department of Education
Serious Fraud Office
Small Business Administration
Texas Supreme Court
U.S. Attorney's Office for the District of Massachusetts
U.S. Bankruptcy Court for the District of New Jersey
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. Department of Commerce
U.S. Department of Justice
U.S. Department of Labor
U.S. District Court for the District of Connecticut
U.S. District Court for the District of Maryland
U.S. District Court for the District of Massachusetts
U.S. District Court for the Eastern District of Michigan
U.S. District Court for the Eastern District of Pennsylvania
U.S. District Court for the Northern District of Texas
U.S. District Court for the Southern District of Florida
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Subject: January 2021 State Legislative and Regulatory Review for Regions 6 and 7
Attachment(s): "Central Review 01-2021.pdf"

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Attached is the U.S. Army Regional Environmental and Energy Office – Central Region's January 2021 State Legislative and Regulatory Review for Regions 6 and 7. The Review is a tool we provide to military commands and installations in our geographic area of responsibility each month to assist them in complying with new legislative and regulatory requirements, and in maintaining a current Environmental Management System.

The Review contains current legislative and regulatory activity with potential military relevance. It is also a planning tool for commands and installations with respect to their environmental and energy budgets, as well as infrastructure updates and construction.

Please let us know how we are doing. If you have any questions or comments, please contact the Army Regional Environmental Coordinator (REC).

For your convenience, links in the Table of Contents will take you directly to the section or state of most interest.

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U.S.ARMY

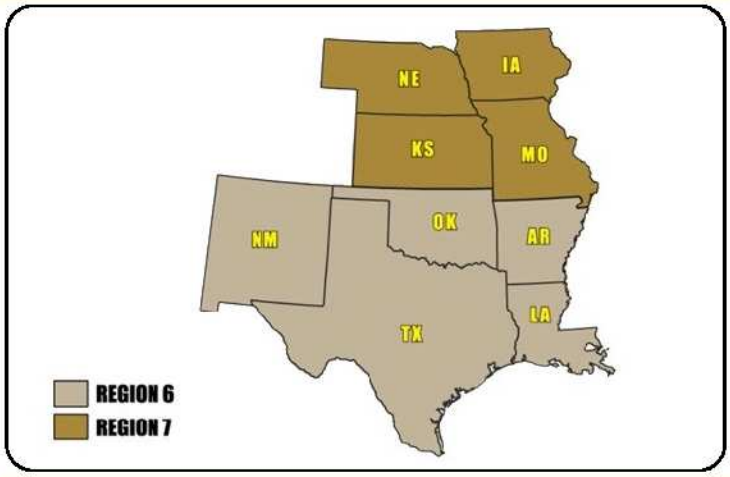
Central Review of Legislative & Regulatory Actions

The U.S. Army Regional Environmental & Energy Office **January 2021**

The *Central Review* publishes environmental and energy related developments for DOD/Army leaders and installation staff. Covering the nine states in Federal Regions 6 and 7 the *Central Review* gives early notice of legislative and regulatory activities relevant to DOD interests. For installations that implement an environmental management system in accordance with ISO 14001 specifications, the content of the *Review* may help them identify emerging requirements.

The *Review* is published under contract to the U.S. Army Corps of Engineers (USACE). The information in this publication is derived from a variety of sources and is not created by USACE.

To read back issues of this or other Army REEO *Reviews*, or to receive a monthly electronic copy, send an email request.



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Federal Environmental Symposium Webinars

Due to COVID-19, the in-person Federal Environmental Symposium (FES) has been postponed to 29-31 MAR 22.

In response to the postponement, the FES Planning Committee has announced a series of four virtual webinar training sessions, starting in January 2021. These webinar sessions will share best practices and are meant to promote collaboration across federal agencies on important environmental issues.

Each webinar session will focus on a topic from the 2019 symposium and new topics. They include:

- **Environmental Compliance (27 JAN 21) —** Features "Ask the Inspector" presentations concerning the Clean Air Act (CAA); Toxic Substances Control Act (TSCA) Lead-based Paint; Resource Conservation and Recovery Act (RCRA) Hazardous Waste; and Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES).
- **Energy & Water Efficiency (17 FEB 21) —** Presentations from federal government professionals that share best practices on energy and water conservation.
- **Sustainability (22 APR 21) —** Federal government sustainability professionals share best practices on common sustainability topics. Topics covered include climate resiliency, electric vehicle infrastructure, renewable energy, sustainable purchasing, and more.
- **Environmental Management Systems (EMS) (28 JUL 21) —** Features presentations offered during the 2019 symposium that review the Environmental Management System (EMS) process and specific EMS elements connected to the mission. The presentations share information on the implementation of an effective EMS.

The webinars are open to federal facilities and their supporting contractors. Registration information is found here. Registrants will receive more information on each webinar session as the agendas are finalized.

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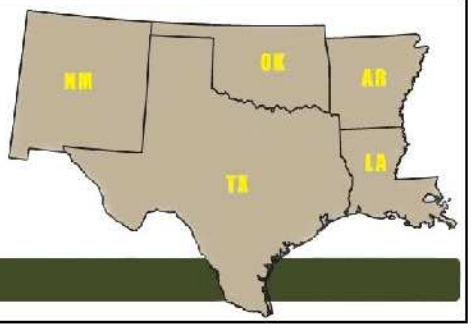
Region 6

For more information or to comment on any state issues in Region 6, contact your Regional Environmental Coordinator listed in the Staff Directory.



Arkansas

Legislative Session: 11 JAN 21 through 28 MAY 21

Final Rule

Onsite Wastewater Systems (ACA 007.04.19-003). The Department of Health has adopted revisions to the rules regarding onsite wastewater to establish minimum standards for the design and construction of onsite wastewater systems in suitable soils for the renovation of wastewater and the return of the renovated wastewater into the hydrologic cycle. This rule also adds licensure reciprocity language for military members and military spouses. This rule became effective 3 DEC 20. POC: Laura Shue, (501) 661-2297.

Louisiana

Legislative Session: 12 APR 21 through 10 JUN 21

Proposed Rules

2020 Annual Incorporation by Reference of Federal Air Quality Regulations (LAC 33:III.505, 507, 2160, 3003, 5116, 5122, 5311, and 5901). The Louisiana Department of Environmental Quality (DEQ) has initiated a rulemaking regarding the 2020 annual incorporation by reference of certain federal air quality regulations. This rule is identical to federal regulations found in 40 CFR Parts 60, 61, 63, 68, and 72 as well as 40 CFR 70.6(a) and 40 CFR 51, Appendix M, which are applicable in Louisiana. A virtual public hearing is scheduled for and written comments are due 27 JAN 21. POC: Deidra Johnson, (225) 219-3985.

2020 Annual Incorporation by Reference of Water Quality Regulations (LAC 33:IX.4901 and 4903). DEQ has initiated a rulemaking regarding the 2020 annual incorporation by reference of certain federal water quality regulations. This rule is identical to federal regulations found in 40 CFR Part 136, Parts 401, and 405-471, which are applicable in Louisiana. A virtual public hearing is scheduled for and written comments are due 27 JAN 21. POC: Deidra Johnson, (225) 219-3985.

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New Mexico

Legislative Session: 19 JAN 21 through 20 MAR 21

Nothing significant to report.

Oklahoma

Legislative Session: 1 FEB 21 through 29 MAY 21

Proposed Legislation (Prefiled)

Senate Bill (SB) 62 modifies the termination date for the Oklahoma Strategic Military Planning Commission. SB 62 extends the sunset date for the Oklahoma Strategic Military Planning Commission from 31 DEC 20 to 31 DEC 25. Sponsor: Senator John Montgomery (R).

SB 109 relates to water and water rights and establishes certain procedures for instream flow studies. This bill directs the Oklahoma Water Resources Board (OWRB) to create standing, regional stakeholder committees for the locations listed in the measure as well as any area designated as a scenic river in order to enable conservation, recreational use, and economic development of water resources. Each regional committee shall be comprised of nine members from entities outlined in the measure. All regional committees are empowered by the measure to petition the OWRB to initiate an instream flow study on the basin and/or river the committee represents. Each committee shall submit recommendations based on a completed instream flow study which, subject to legislative approval, shall be promulgated in the OWRB's administrative rules. Sponsor: Senator David Bullard (R).

SB 127 requires that rules promulgated by the Corporation Commission not be more stringent than EPA standards, rules, or regulations. Sponsor: Senator Mark Allen (R).

Proposed Rules

Appropriation and Use of Stream Water Permit Notification Requirements (OAC 785:20). OWRB has proposed a rulemaking to amend various provisions regarding stream water permits and applications. The rule would add additional notice requirements on all stream water permit applications. In addition to publishing notice in a newspaper of general circulation, it is proposed that notice of all stream water permits should also be sent to landowners adjacent to the stream, current stream water permit holders, and to any person or entity with a pending stream water permit application within a one-mile radius of the proposed diversion point. This change is intended to provide greater due process protections to potentially interested landowners and permit holders. The OWRB requested affected business entities specify the increase in direct and indirect costs expected to comply with the proposed rules. A public hearing via videoconference occurred 7 JAN 21, and written comments are due 15 JAN 21. POC: Sara D. Gibson, General Counsel, (405) 530-8800.

Pesticide Application and Treatments (OAC 35:30-17-11). The Department of Agriculture, Food and Forestry has proposed a rulemaking regarding amended requirements for pesticide application and treatments including registration and recordkeeping. Affected business entities were requested to specify the increase in direct and indirect costs expected to comply with the proposed rules. A public hearing was conducted 6 JAN 21, and written comments were due 6 JAN 21. POC: Kambi Maddy, (405) 522-5803.

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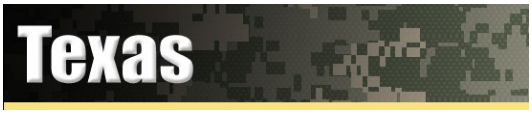
PERMITS FOR PART 70 SOURCES AND MAJOR NEW SOURCE REVIEW SOURCES (OAC 252:100-8-36.2, 252:100-13-7, 252:100-13-10). DEQ has proposed a rulemaking to amend the source obligation provisions for facilities subject to prevention of significant deterioration in OAC 252:100-8-36.2 to more closely align rules with EPA rules in 40 C.F.R. § 51.166(r). DEQ also is proposing to amend the open burning provisions to allow entities to request a waiver from the requirement to use an air curtain incinerator to burn land clearing debris in sparsely populated areas of the metropolitan statistical areas of more than 900,000 people. DEQ requested affected business entities specify the increase in direct and indirect costs expected to comply with the proposed rules. Written comments are due 15 JAN 21. Oral comments can be made at the Air Quality Advisory Council hearing 20 JAN 21 and if the council recommends adoption, at the 19 Feb 21 Environmental Quality Board meeting. POC: Melanie Foster, (405) 702-4100.

POLLUTANT DISCHARGE ELIMINATION SYSTEM STANDARDS (OAC 252:606-1-4). DEQ has proposed a rulemaking to ensure the Oklahoma Pollutant Discharge Elimination System (OPDES) is in compliance with DEQ's delegation agreement with EPA. The proposed rules include minor updates to modernize OPDES regulations, promote submission of complete permit applications, and clarify regulatory requirements to allow more timely development of National Pollutant Discharge Elimination System (NPDES) permits that protect human health and the environment. DEQ requested affected business entities specify the increase in direct and indirect costs expected to comply with the proposed rules. Written comments were due 12 JAN 21. Oral comments may be made at the 19 FEB 21 Environmental Quality Board meeting. POC: Brian Clagg, (405) 702-8100.

PUBLIC WATER SUPPLY OPERATION (OAC 252:631-1-3). DEQ has proposed a rulemaking to update the rule concerning the date of the incorporation by reference of certain federal regulations, specifically allowing for newly approved alternative testing methods for contaminants listed at 40 CFR 141.21(f)(3) found in Appendix A to Subpart C of Part 141. DEQ requested affected business entities specify the increase in direct and indirect costs expected to comply with the proposed rules. Written comments were due 12 JAN 21. Oral comments may be made at the 19 FEB 21 Environmental Quality Board meeting. POC: Brian Clagg, (405) 702-8100.

AIR PERMITTING PROCESS (Title 252, Appendix C). DEQ has proposed a rulemaking to revoke and replace Appendix C, Permitting Process Summary, to ensure that entities with Air Quality permits are directed to the specific regulatory citations for the public review process rather than following the general procedures outlined in the current version of Appendix C. DEQ requested affected business entities specify the increase in direct and indirect costs expected to comply with the proposed rules. Written comments are due 15 JAN 21. Oral comments can be made at the Air Quality Advisory Council hearing 20 JAN 21 and if the council recommends adoption, oral comments can be made at the 19 FEB 21 Environmental Quality Board meeting. POC: Melanie Foster, (405) 702-4100.



LEGISLATIVE SESSION: 12 JAN 21 THROUGH 28 MAY 21

PROPOSED LEGISLATION

HOUSE BILL (HB) 666 (COMPANIONS HB 668 AND SB 152) relates to the regulation of groundwater conservation districts. This bill would allow a person with groundwater ownership and rights to petition the groundwater conservation district for rule changes under specified conditions and provides notification requirements for new or amended water permits. Sponsor: Representative Cody Harris (R).

HB 711 (COMPANION SB 126) relates to performance standards for certain aboveground storage tanks in areas prone to flooding, storm surges, and hurricanes; including during accidents, fires, explosions, hurricanes, floods, and events for which the governor declares a state of emergency. The proposed performance standards are to cover the situations described above, be tailored to particular geographic risks, provide for exemptions for low risks, be in accordance with

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federal and industry standards, and provide for a reasonable time period to comply with the standards adopted. Sponsor: Representative Mary Ann Perez (D).

HB 858 relates to the carcinogenic risk level used in the development of certain environmental remediation benchmarks. TCEQ shall set each carcinogenic risk level used by the Texas Commission on Environmental Quality (TCEQ) in the development of a protective concentration level, risk-based exposure limit, or any other remediation standard used in connection with this chapter or a rule adopted under this chapter, including the Texas Risk Reduction Program (30 T.A.C. Chapter 350) or a similar program established by TCEQ, at a rate not greater than one in one million. Sponsor: Representative Harold V. Dutton (D).

Proposed Rules

Air Curtain Incinerator General Operating Permit Number 518 Amendments. TCEQ has invited public comment on the draft Air Curtain Incinerator General Operating Permit (GOP) Number 518. In addition to the federally required renewal, the draft GOP contains revisions resulting from amended federal rules. Comments were due 7 JAN 21. POC: Rebecca Southard.

Control of Air Pollution by Permits for New Construction or Modification (30 TAC 116.12, 116.150, 116.151, 116.160, 116.910, 116.911, 116.920, 116.1010, 116.1011, and 116.1530; and the repeal of 116.16, 116.128, 116.770 - 116.781, 116.783, 116.785 - 116.788, 116.790, 116.793 - 116.807, 116.810 - 116.814, 116.816, 116.820, 116.840 - 116.842, 116.850, 116.860, and 116.870). TCEQ has proposed a rulemaking to revise Chapter 116 consistent with EPA guidance and regulations regarding the requirements that apply to sources proposing to undertake a physical or operational change under the New Source Review preconstruction permitting program. Under this program an existing major source proposing to undertake a project must determine whether that project will constitute a major modification using a two-step applicability test. A virtual public hearing is scheduled for 26 JAN 21 and written comments are due 3 FEB 21. POC: Andreea Vasile, (512) 239-1806.

Air Quality Standard Permit for Marine Loading Operations. TCEQ has invited public comment on a new non-rule air quality standard permit for marine loading operations proposed for issuance under the Texas Clean Air Act, Texas Health and Safety Code, 382.05195, Standard Permit; 30 Texas Administrative Code Chapter 116, Subchapter F, Standard Permits; and Texas Government Code, Chapter 2001, Subchapter B. A public meeting via telephone conference is scheduled for 21 JAN 21 and written comments are due 22 JAN 21. POC: Stephanie Heath, (512) 239-5654.

Discharge of Stormwater Associated with Industrial Activities. TCEQ has invited public comment on the proposal to renew and amend Texas Pollutant Discharge Elimination System General Permit TXR050000. This general permit authorizes the discharge of stormwater and certain non-stormwater discharges from industrial activities into surface water in the state. A virtual public meeting was scheduled 11 JAN 21 and written comments were due 11 JAN 21. POC: Water Quality Division, Stormwater Team (512) 239-4671.

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Region 7

For more information or to comment on any state issues in Region 7, contact your Regional Environmental Coordinator listed in the Staff Directory.

Iowa

Legislative Session: 11 JAN 21 through 31 MAY 21

Proposed Rule

Underground Storage Tanks (567 IAC 134-136). The Environmental Protection Commission has proposed amendments to adopt the 2015 federal Underground Storage Tank (UST) rule revisions contained in 40 Code of Federal Regulations Parts 280 and 281. The proposed amendments update and remove outdated provisions, clean up language, and revise leaking underground storage tank (LUST) rules to be consistent with current risk evaluation processes. Specific amendments include regulating additional tanks, requiring a demonstration that equipment is compatible with the fuel stored, and specifying various inspections and testing requirements. Also, the proposed amendments to license, certification, qualifications, and fees in Chapter 134 will provide a $150 one-time and $50 ongoing cost savings to some licensed UST professionals. Additional amendments may provide a cost savings to UST owners and operators who hire licensed UST professionals. Comments were due 8 JAN 21. POC: James Gastineau.

Kansas

Legislative Session: 11 JAN 21 through 27 MAY 21

Final Rule

New Source Performance Standards Kansas City Reid Vapor Pressure Repeal (KAR 28-19-719, 28-19-720). The Kansas Department of Health and Environment (KDHE) has adopted a rulemaking to amend KAR 28-19-720 to maintain agreement with EPA allowing Kansas to be the delegated authority to enforce New Source Performance Standards requirements in the state of Kansas, and repeal KAR 28-19-719, the Kansas City summertime Reid Vapor Pressure regulation. This rule became effective 11 DEC 20.

Proposed Rules

Noxious Weeds (KAR 4-8-13). The Kansas Department of Agriculture has proposed a rulemaking to list several species of weeds designated as noxious weeds in Kansas and to set out the control methods for each that are to be applied to those weed species as required by the Kansas Noxious Weed Law (KSA 2-1313a). The provisions in the law that set out the species of weeds currently designated noxious weeds expired 31 DEC 20 and this rulemaking is necessary to ensure continued appropriate management of noxious weeds. The weed species designated noxious weeds are remaining the same. A public hearing via video conference is scheduled for 16 FEB 21 and written comments are due 8 FEB 21. POC: Ronda Hutton.

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RIGHT-TO-KNOW (KAR 28-65-1, 28-65-2, 28-65-3, and 28-65-4). The Kansas Department of Health and Environment (KDHE) has proposed a rulemaking to amend Right-to-Know regulations, including general provision updates to modernize Kansas regulations, clarifications to definitions, updated notification and reporting requirements, and revisions to fees. A public hearing by teleconference is scheduled for and comments are due 23 FEB 21. POC: James Uhlemeyer.

Missouri

LEGISLATIVE SESSION: 6 JAN 21 THROUGH 31 MAY 21

PROPOSED LEGISLATION

HB 138 requires the Department of Natural Resources (DNR) to assist permit applicants throughout the permitting process, including providing resources to assist applicants in identifying activities that may require a permit and timely completeness determinations on applications. DNR must maintain a permit assistance portal on its website, track requests for assistance submitted through the portal and the timeliness of responses, post examples of completed permit applications for the most common permits issued, and track the number of days for permit applications to be determined to be complete. Sponsor: Representative Randy Pietzman (R).

HB 227 repeals the state prohibition of local governments regulating (imposing any ban, fee, or tax) paper and plastic bags or prohibiting a customer from using a reusable bag. Sponsor: Representative Ingrid Burnett (D).

HB 369 establishes the Prescribed Burning Act, which would limit a land owner or agent of a land owner from liability for damage, injury, or loss caused by a prescribed burn or the resulting smoke of a prescribed burn unless the owner or agent is proven negligent, or a certified prescribed burn manager using a prescribed burn plan is proven negligent. Sponsor: Representative Jered Taylor (R).

HB 446 modifies provisions relating to solid waste management. DNR shall not issue a permit to an applicant for a commercial solid waste processing facility in any county unless such facility meets certain conditions. For the purposes of the bill, a commercial solid waste processing facility is a facility as defined in subdivision (52) of subsection 1 of section 260.200 RSMo. Any commercial solid waste processing facility shall be located so as to provide a health and safety buffer zone to protect citizens living or working nearby. The size of the buffer zone shall be determined by DNR but shall extend at least 50 feet from a facility located in a nonresidential area in a city not within a county or at least 500 feet from a facility located elsewhere. Sponsor: Representative Adam Schwadron (R).

HB 525 requires DNR to conduct a use attainability analysis on waters of the state (meaning under this bill state waters located north of the Missouri River) before limiting ammonia discharges from point sources. Sponsor: Representative Kent Haden (R).

HB 529 establishes a minimum biodiesel fuel content mandate for diesel fuel sold or offered for sale in Missouri. Under this Missouri-Made Fuels Act, all diesel fuel sold or offered for sale in Missouri for use in internal combustion engines shall contain at least the following stated percentage of biodiesel fuel oil by volume on and after the following dates: 1) 1 APR 23 to 31 MAR 24, 5%; 2) 1 APR 24, to 31 MAR 26, 10%; and 3) beginning 1 APR 26, 20%. The minimum content levels go into effect when the director of the Department of Agriculture provides appropriate notice in the Missouri Register, and shall be in effect from April through October except in certain circumstances. A violation of the provisions of this bill is a class A misdemeanor. This act will sunset 10 years after its effective date. Sponsor: Representative Mike Haffner (R).

SB 96 establishes a minimum biodiesel fuel content mandate for diesel fuel sold or offered for sale in Missouri. Under this Missouri-Made Fuels Act, all diesel fuel sold or offered for sale in Missouri for use in internal combustion engines shall contain at least the following stated percentage of biodiesel fuel oil by volume on and after the following dates: 1) 1 APR

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22 to 31 MAR 23, 5%; 2) 1 APR 23 to 31 MAR 24, 10%; and 3) beginning 1 APR 24, 20%. The minimum content levels go into effect when the director of the Department of Agriculture provides appropriate notice in the Missouri Register, and shall be in effect as specified in the bill. A violation of the provisions of this bill is a class A misdemeanor. Sponsor: Senator Denny Hoskins (R).

SB 200 establishes provisions relating to asbestos including prohibiting asbestos and providing procedures for the disclosure of asbestos trust claims. Beginning 28 AUG 23, no person or entity may manufacture, process, sell or distribute asbestos except for specified exclusions. Sponsor: Senator Bill Eigel (R).

SB 208 modifies provisions relating to the management of hazardous waste to ensure that rules are consistent with the federal Resource Conservation and Recovery Act (RCRA); and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Sponsor: Senator Eric Burlison (R).

Nebraska

Legislative Session: 6 JAN 21 through 31 MAY 21

Final Rule

Threatened and Endangered Species (163 NAC 4). The Game and Parks Commission has adopted a rulemaking regarding the addition of the McCown's Longspur and the Timber Rattlesnake to the Threatened List; the deletion of the River Otter from the Threatened List; and the provision for the lawful take of timber rattlesnakes if it is done for the immediate protection of the health of humans, livestock or pets. The updated final rule can be found here when published. This rule became effective 9 DEC 20.

Proposed Rule

Draft 2020 Integrated Water Report Available. The Department of Environment and Energy's draft 2020 Water Quality Integrated Report has been released for public review and comment. Comments were due 21 DEC 20. POC: Brian Barnes, (402) 471-6988.

Federal Activity

Air

National Ambient Air Quality Standards (NAAQS) for Particulate Matter. EPA has announced that it will retain existing primary and secondary NAAQS for coarse and fine particulates (PM_{10} and $PM_{2.5}$) without revision (85 FR 82684). The Clean Air Act (CAA) requires EPA to set NAAQS for six common air pollutants (including PM), known as criteria air pollutants, and to periodically review the standards and revise them, if appropriate, to ensure that the standards provide the requisite protection for public health and welfare. The final rule was effective 18 DEC 20.

Ozone NAAQS. EPA has announced it will retain, without change, the 2015 Ozone NAAQS (85 FR 87256). Ozone (and related photochemical oxidants) and five other major pollutants are listed as criteria air pollutants. In the prior review of the ozone standards, completed in 2015, EPA increased the stringency of the ozone standards to 70 parts per billion (ppb), from the 2008 standard of 75 ppb. The final rule was effective 31 DEC 20.

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SIGNIFICANT NEW ALTERNATIVES POLICY (SNAP) PROGRAM. EPA has expanded the list of acceptable substitutes pursuant to the SNAP program (85 FR 79863). Under the CAA, EPA's SNAP program reviews substitutes (in end-uses that historically used ozone-depleting substances) within a comparative risk framework in various industrial sectors. EPA's determination of acceptability lists additional acceptable substitutes for use in the refrigeration and air conditioning, foam blowing, and fire suppression sectors. New substitutes are:

- Hydrochlorofluoroolefin (HCFO)-1233zd(E) in industrial process refrigeration (new and retrofit equipment).
- R-515B in centrifugal and positive displacement chillers and industrial process air conditioning (new equipment).
- Blends of 10 to 99% by weight hydrofluoroolefin (HFO)-1336mzz(Z) and the remainder hydrofluorocarbon (HFC)-152a in polystyrene: Extruded boardstock and billet.
- HFO-1336mzz(E) in certain foam-blowing end-uses.
- Methylal in rigid polyurethane spray foam (high-pressure two-component, low-pressure two-component, and one-component foam sealants).
- HCFO-1233zd(E)/C6-perfluoroketone blend in total flooding fire suppression (normally occupied and unoccupied spaces).

This determination was applicable 11 DEC 20. For additional information on SNAP, visit EPA's SNAP website.

CORRECTION, CLARIFICATION TO TEST METHOD 311. EPA has corrected a final rule published in the Federal Register 7 OCT 20 (85 FR 77384). The final rule corrected and updated regulations for source testing of emissions. The correction provides further clarification on the amendatory instructions for Method 311, Analysis of Hazardous Air Pollutant Compounds in Paints and Coatings by Direct Injection into a Gas Chromatograph. The correction was effective 7 DEC 20.

EPA TAMPERING POLICY, 1986 CATALYST POLICY. On 23 NOV 20, EPA (through its Office of Enforcement and Compliance Assurance) issued EPA Tampering Policy: The EPA Enforcement Policy on Vehicle and Engine Tampering and Aftermarket Defeat Devices under the CAA (85 FR 80782). This policy complements EPA's stepped-up enforcement in this area. This policy states how EPA intends to handle certain potential civil violations of the CAA's prohibitions on tampering with vehicle and engine emissions controls as well as the manufacturing, selling, offering to sell, and installation of parts and components that defeat emissions controls. The policy is an update to reflect today's technology and principally restates existing enforcement discretion policies. The policy neither supersedes nor replaces a 1986 enforcement policy specific to replacement catalytic converters for light-duty gasoline motor vehicles that are beyond their emissions warranty. EPA has requested information to help it make a future decision on whether and how to update or withdraw the 1986 catalyst policy. Comments are due 12 FEB 21. The policy memorandum is available here.

COST-BENEFIT ANALYSIS IN CAA RULEMAKING. EPA has issued a final rule establishing processes it will be required to undertake in promulgating regulations under the CAA to ensure that information regarding the benefits and costs of regulatory decisions is provided and considered in a consistent and transparent manner. EPA has codified procedural best practices for the preparation, development, presentation, and consideration of benefit-cost analyses (BCA), including risk assessments used in the BCA, for significant rulemakings conducted under the CAA (85 FR 84130). The final rule was effective 23 DEC 20, but does not apply to final rules for which a proposal was published prior to the effective date.

AIRCRAFT EMISSION STANDARDS. EPA announced it has finalized on 28 DEC 20 emissions standards for airplanes used in commercial aviation and large business jets. This is the first rule regulating greenhouse gas emissions from aircraft. This action will align U.S. standards with the international carbon dioxide (CO_2) emissions standards set by the International Civil Aviation Organization (ICAO). The ICAO standards were developed with significant input from EPA, the Federal Aviation Administration, and U.S. and international aviation industries. EPA anticipates nearly all affected airplanes to be compliant by the effective dates for new type designs and for in-production airplanes.

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CLEANUP

LEAD DUST CLEANUP LEVELS. EPA has announced a final rule lowering the clearance levels for lead that can remain in dust on floors and windowsills after lead removal activities or abatement. These new clearance levels will reduce lead dust-related risks to children in pre-1978 homes and childcare facilities where lead abatement activities take place. After actions are taken to remove lead from a building, the building must then be tested to make sure that the cleaning activities effectively removed lead dust to the new clearance levels. EPA's new clearance levels are 10 micrograms (µg) of lead in dust per square foot (ft^2) for floor dust and 100 $\mu g/ft^2$ for windowsill dust, a reduction from the previous levels of 40 $\mu g/ft^2$ for floor dust and 250 $\mu g/ft^2$ for windowsill dust. For more information, click here. The final rule, effective 08 MAR 21, is available here.

NEW CLEARINGHOUSE FOR ENVIRONMENTAL FINANCE. On 10 DEC 20, EPA announced it has launched the Clearinghouse for Environmental Finance, an online database of land, air, and water information. This new clearinghouse catalogs available funding, financing, and instructional resources to aid communities in their efforts to improve environmental conditions. The clearinghouse expands on the concept of the original Water Finance Clearinghouse, launched in 2017, which served as a one-stop shop for communities researching ways to fund and finance their water infrastructure needs to assist in local decision-making. The clearinghouse includes more than 1,800 funding and financing opportunities and information resources from EPA's air, water, and land programs. Communities can use this system to access information on funding and financing opportunities for environmental projects as well as financial research, such as case studies, white papers, and webinars.

CLIMATE

REPORT ON DOD CLIMATE RESILIENCE. The Government Accountability Office (GAO) has released a report addressing DOD efforts to increase climate and extreme weather resilience of communities around DOD installations (GAO-21-46). Military installations rely on nearby communities for commodities and infrastructure, such as electricity, access roads, and telecommunications. To help protect installations from the effects of climate change and extreme weather, DOD coordinates with communities to improve infrastructure resilience. Three DOD grant programs (Compatible Use Plan, Military Installation Resilience, and Defense Community Infrastructure Pilot) help fund studies and improvements. For example, DOD helped fund a study that led one community to elevate a road leading to a base in a flood-prone area. DOD doesn't currently measure whether its grant programs are achieving their intended objectives. GAO has recommended DOD establish performance measures for the programs.

ARCTIC REPORT CARD. The National Oceanic and Atmospheric Administration's Arctic Program has released the Arctic Report Card: Update for 2020 (ARC2020). The report card provides an annual update on the state of the Arctic's climate and environment as well as highlights of Arctic science news of the past year. ARC2020 features 16 essays, 11 of which provide updates on a wide range of Arctic science topics, from the past year's air temperatures and sea ice conditions to the latest in bowhead whale research. According to the Executive Summary, "Taken as a whole, across a variety of disciplines and viewpoints, the story is unambiguous: the transformation of the Arctic to a warmer, less frozen, and biologically changed region is well underway."

COMPLIANCE

EPA TO EVALUATE CAA COMPLIANCE MONITORING DURING PANDEMIC. EPA's Office of Inspector General (OIG) is launching a review of the impact of the COVID-19 pandemic on compliance monitoring work by state and local air agencies. Specifically, OIG will assess how the coronavirus pandemic — that is, the SARS-CoV-2 virus and resultant COVID-19 disease — has impacted air compliance monitoring activities undertaken by EPA-delegated state and local agencies to confirm that facilities that emit air pollution are complying with the CAA and federal air regulations. OIG's objectives are to: (1) assess the impacts of the pandemic on the number and type of compliance monitoring activities taken by state and local agencies at facilities that emit air pollution; (2) determine what guidance EPA has provided to state and local agencies to target or

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prioritize compliance monitoring activities at facilities; and (3) determine how state and local agencies have targeted or prioritized compliance monitoring activities at facilities during the pandemic. Click here to view the 14 DEC 20 announcement.

EVALUATION OF EPA ENFORCEMENT AND COMPLIANCE GOALS. On 09 DEC 20, GAO issued a report titled, *Actions Needed to Ensure EPA's Enforcement and Compliance Activities Support its Strategic Goals* (GAO-21-82). Since 2015, EPA has shifted its priorities from enforcement to compliance to more closely align with its new strategic plan objective to ensure compliance with environmental laws. To align with this strategic change, in 2018, EPA's Office of Enforcement and Compliance Assurance transitioned its national initiatives to emphasize compliance (e.g., training) as its overall goal, and that enforcement actions (e.g., judicial actions) are one out of a range of compliance assurance tools to achieve this goal. These national initiatives went into effect in October 2019, but as of September 2020, EPA had not finalized implementation guidance to communicate how EPA regional offices and states can achieve the initiatives. GAO found that communicating final implementation guidance before future national initiatives go into effect would provide better assurance that EPA regional offices and states have this information to address the most serious environmental issues. To learn more about why GAO did this study and what it recommends, click on the report "highlights" tab.

ENERGY

FUELS REGULATORY STREAMLINING. EPA has issued a final rule updating its existing gasoline, diesel, and other fuel quality programs (85 FR 78412). The rulemaking streamlines existing fuel quality regulations by removing expired provisions; eliminating redundant compliance provisions; removing unnecessary and out-of-date requirements; and providing a single set of provisions and definitions that applies to all gasoline, diesel, and other fuel quality programs. This action consolidates and moves gasoline and diesel fuel programs from 40 CFR Part 80 to new 40 CFR Part 1090. The changes do not impose any new standards on fuel. The rulemaking was effective 1 JAN 21, except for amendatory instructions, which have various effective dates.

ENERGY STORAGE ROADMAP. On 21 DEC 20, the U.S. Department of Energy (DOE) announced it has released the Energy Storage Grand Challenge (ESGC) Roadmap, its first comprehensive energy storage strategy. The roadmap includes a goal to develop and domestically manufacture energy storage technologies that can meet all U.S. market demands by 2030. The roadmap outlines a DOE-wide strategy to accelerate innovation across a range of storage technologies based on three concepts: Innovate Here, Make Here, Deploy Everywhere. In addition, DOE has released two companion ESGC reports: the 2020 Grid Energy Storage Technology Cost and Performance Assessment and the Energy Storage Market Report 2020. These reports provide data that informed the roadmap and provide accessible and easily referenced information for the entire energy stakeholder community.

HAZMAT

COMPRESSED GAS CYLINDERS. The Pipeline and Hazardous Materials Safety Administration (PHMSA) has issued revisions to certain requirements applicable to the manufacture, use, and requalification of DOT-specification cylinders (85 FR 85380). The final rule incorporates by reference or updates the references to several Compressed Gas Association publications; amends the filling requirements for compressed and liquefied gases; expands the use of salvage cylinders; and revises and clarifies the manufacture and requalification requirements for cylinders. PHMSA took this action in response to petitions for rulemaking submitted by stakeholders and agency review of compressed gas cylinder regulations. The final rule is effective 27 JAN 21.

MISCELLANEOUS

EXECUTIVE ORDER PROMOTES STATE RECIPROCITY ON LICENSING. On 14 DEC 20, the President issued Executive Order 13966, Increasing Economic and Geographic Mobility (85 FR 81777). The purpose of this order is to reduce the burden of occupational regulations in order to promote the free practice of commerce, lower consumer costs, and increase economic and geographic mobility, including for military spouses. One guiding principle of the order is that "Accommodations should

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be made for any applicant for an occupational license who is the spouse of an active duty member of the uniformed services and who is relocating with the member due to the member's official permanent change of station orders."

MEMORANDUM ON NATIONAL STRATEGY FOR SPACE NUCLEAR POWER AND PROPULSION. On 16 DEC 20, the White House issued a Presidential Memorandum titled, *Memorandum on the National Strategy for Space Nuclear Power and Propulsion (Space Policy Directive-6)* (85 FR 83923). The memorandum establishes a national strategy to ensure the development and use of Space Nuclear Power and Propulsion systems when appropriate to enable and achieve the scientific, exploration, national security, and commercial objectives of the United States.

NATURAL RESOURCES

EMERALD ASH BORER. The Animal and Plant Health Inspection Service has removed the domestic quarantine regulations for the emerald ash borer, a plant pest (85 FR 81085). Funding previously allocated to the implementation and enforcement of domestic quarantine regulations will instead be directed to nonregulatory options to mitigate and control the pest. The final rule is effective 14 JAN 21.

MANAGEMENT OF CONFLICTS — DOUBLE-CRESTED CORMORANTS. The U.S. Fish and Wildlife Service (FWS) is establishing a new permit for state and federally recognized tribal fish and wildlife agencies for the management of double-crested cormorants (*Phalacrocorax auratus*) (85 FR 85535). The new permit authorizes specific take activities that are normally prohibited and are intended to relieve or prevent impacts from cormorants on lands or in waters managed by state or tribal fish and wildlife agencies to address conflicts related to the following issues: wild and publicly stocked fish managed by state fish and wildlife agencies or federally recognized tribes; tribal- and state-owned or operated aquaculture facilities (including hatcheries); human health and safety; state- or tribal-owned property and assets; and threatened and endangered species or those listed as Species of Greatest Conservation Need in State Wildlife Action Plans. FWS retains ultimate authority for regulating the take of cormorants. States and tribes have the discretion to determine whether, when, where, and for which of the above purposes they conduct lethal take within limits and allocations set by FWS. The final rule is effective 12 FEB 21.

DRAFT 2020 MARINE MAMMAL STOCK ASSESSMENT. The National Marine Fisheries Service (NMFS) has released its draft 2020 Alaska, Atlantic, and Pacific regional marine mammal stock assessment reports (85 FR 78307). The reports include (by designating as strategic stocks) which marine mammals are declining and therefore likely to be listed as threatened if not already listed. Comments on the draft reports as well as any new information for strategic stocks not updated in 2020 are due 4 MAR 21.

RADIOLOGICAL

NUCLEAR REGULATORY COMMISSION (NRC) ENFORCEMENT POLICY. NRC has issued a proposed policy statement and has requested public comment to assist in revising its enforcement policy (85 FR 78046). The NRC Enforcement Policy contains the basic process used to assess and disposition apparent violations of NRC requirements. NRC is seeking comment from public interest groups, states, the public, and the regulated industry. Comments are due 1 FEB 21.

DECOMMISSIONING GUIDANCE, CHARACTERIZATION SURVEY, DETERMINATION OF RADIOLOGICAL CRITERIA. NRC has issued a draft report for comment, *NUREG-1757 Volume 2 Revision 2, Consolidated Decommissioning Guidance, Characterization Survey, and Determination of Radiological Criteria* (85 FR 79044). NUREG-1757 has been revised to address lessons learned and experience gained from review of license termination plans, decommissioning plans, and final status surveys for licensees undergoing license termination since the last revision in September 2006. This NUREG is intended for use by applicants, licensees, and the NRC staff. Comments are due 8 FEB 21.

EVALUATION POLICY STATEMENT. NRC has requested public comment on a proposed Evaluation Policy Statement that presents standards governing NRC's planning, conduct, and use of program evaluations (85 FR 79042). The policy statement is intended to provide agency personnel and stakeholders with a clear understanding of the expectations related to the

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NRC's evaluation standards that include rigor, relevance and utility; transparency; collaboration; independence and objectivity; and ethics. Comments were due 7 JAN 21.

WITHDRAWN — TRANSFER OF VERY LOW-LEVEL WASTE. NRC has withdrawn a proposed interpretation of its low-level radioactive waste disposal regulations that would have permitted licensees to dispose of waste by transfer to persons who hold specific exemptions for the purpose of disposal by burial (85 FR 81849). The proposal has been withdrawn based on NRC's assessment that the proposed changes may not benefit the regulatory framework for the disposal of low-level radioactive waste. The proposed interpretive rule was withdrawn as of 17 DEC 20.

SUSTAINABILITY

SUSTAINABLE BUILDINGS GUIDANCE. The White House Council on Environmental Quality (CEQ) has issued updated sustainable buildings guidance for federal agencies titled, *Guiding Principles for Sustainable Federal Buildings and Associated Instructions (December 2020)*, to assist agencies in designing, locating, constructing, maintaining, and operating federal buildings in a sustainable manner (85 FR 86910). The six Guiding Principles incorporated into this guidance are: (1) Employ Integrated Design Principles; (2) Optimize Energy Performance; (3) Protect and Conserve Water; (4) Enhance the Indoor Environment; (5) Reduce the Environmental Impact of Materials; and, (6) Assess and Consider Building Resilience. This guidance provides new flexibilities regarding the use of third-party green building certification systems; and provides a consistent government-wide portfolio approach for federal agencies to design, mitigate, and measure the impact of their buildings. The guide urges agencies to ensure properties are resilient against climate change and adopt other sustainability measures. For more information, click here and here.

THREATENED AND ENDANGERED SPECIES

REGULATIONS FOR LISTING THREATENED AND ENDANGERED SPECIES, DESIGNATING CRITICAL HABITAT. FWS and NMFS have issued a final rule adding a definition of "habitat" to their regulations that implement section 4 of the Endangered Species Act (ESA) (85 FR 81411). The rule responds to Supreme Court case law. Specifically, the services have revised the regulatory definition of "habitat" in 50 CFR 424.02 as follows: "For the purposes of designating critical habitat only, habitat is the abiotic and biotic setting that currently or periodically contains the resources and conditions necessary to support one or more life processes of a species." The final rule is effective 15 JAN 21, but applies to critical habitat rulemakings for which a proposed rule is published after 15 JAN 21. The prior version of the regulations at 50 CFR Part 424 will continue to apply to any rulemakings for which a proposed rule was published before the effective date of this rule.

REGULATIONS FOR DESIGNATING CRITICAL HABITAT. FWS has issued a final rule that amends existing regulations by setting forth a process for excluding areas of critical habitat under ESA Section 4(b)(2), which mandates consideration of the impacts of designating critical habitat and permits exclusions of areas following a discretionary exclusion analysis. These regulations outline when and how FWS will undertake an exclusion analysis, including identifying a non-exhaustive list of categories of potential impacts that it will consider. The final rule is effective 19 JAN 21, but applies to critical habitat rulemakings for which a proposed rule is published after 19 JAN 21.

MONARCH BUTTERFLY. FWS has determined in a 12-month finding that listing the monarch butterfly (*Danaus plexippus plexippus*) as endangered or threatened under the ESA is warranted but precluded by higher priority actions (85 FR 81813). FWS will develop a proposed rule to list the monarch butterfly as its priorities allow. The species is a candidate species and will be reviewed annually in the Candidate Notice of Review. FWS will continue to accept additional information and comments about the species. The monarch butterfly is known or believed to occur in Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. The finding was made 17 DEC 20.

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LONG-EARED BAT. FWS has initiated a five-year status review under the ESA for the northern long-eared bat (*Myotis septentrionalis*) (85 FR 83993). A five-year status review is based on the best scientific and commercial data available at the time of the review. FWS has requested submission of any such information that has become available since the last review for the species to determine whether the listed species should be delisted or reclassified. The long-eared bat is known or believed to occur in Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming. Written information is due 22 FEB 21.

PEPPERED CHUB. FWS has proposed to list the peppered chub (*Macrhybopsis tetranema*) as endangered under the ESA and to designate critical habitat (85 FR 77108). The proposed critical habitat designation includes approximately 1,068 river miles in four units in Kansas, New Mexico, Oklahoma, and Texas. A draft economic analysis of the proposed critical habitat has also been prepared. The peppered chub is a freshwater fish historically found in Colorado, Kansas, New Mexico, Oklahoma, and Texas, and is now extirpated in all but approximately 6% of its historical range. FWS has requested comments on multiple topics, including "Any probable economic, national security, or other relevant impacts of designating any area that may be included in the final designation, and the benefits of including or excluding areas that may be impacted." Comments are due 1 FEB 21.

ELEVEN SPECIES NOT WARRANTED FOR LISTING. FWS has determined that eleven species are not warranted for listing as endangered or threatened species under the ESA (85 FR 78029). The species are the Doll's daisy, Puget Oregonian, Rocky Mountain monkeyflower, southern white-tailed ptarmigan, tidewater amphipod, tufted puffin, Hamlin Valley pyrg, longitudinal gland pyrg, sub-globose snake pyrg, the Johnson Springs Wetland Complex population of relict dace, and Clear Lake hitch. Doll's daisy is a perennial plant found in New Jersey, Pennsylvania, and Virginia. The Puget Oregonian is a snail found in the Cascade Range and Puget Trough in Oregon and Washington. The Rocky Mountain monkeyflower is endemic to Colorado. The southern white-tailed ptarmigan is a small bird found in Colorado, New Mexico, and historically in Wyoming. The tidewater amphipod is a small crustacean found in Maryland and Virginia. The tufted puffin is a pelagic seabird that nests in the U.S. along the coasts of California, Oregon, Washington, and Alaska. The Hamlin Valley pyrg, longitudinal gland pyrg, and sub-globose snake pyrg are springtail snails found in Utah and Nevada. The Johnson Springs Wetland Complex relict dace is a small fish found in Nevada. The Clear Lake hitch is found in California. For specific information about each species and its range, refer to the Federal Register notice. The findings were made 03 DEC 20.

TEXAS HORNSHELL. FWS has released a draft recovery plan for Texas hornshell, a medium sized freshwater mussel that is listed as endangered under the ESA (85 FR 81216). In the U.S., the species is native to the Rio Grande drainage in Texas and New Mexico. Comments are due 16 FEB 21.

OZARK HELLBENDER. FWS has announced the availability of the draft recovery plan for the endangered Ozark hellbender, a salamander species (85 FR 83609). The Ozark hellbender (*C. a. bishopi*) is restricted to southern Missouri and northeastern Arkansas. Comments on the draft recovery plan are due 21 JAN 21.

TOXICS

RISK EVALUATION FOR PERCHLOROETHYLENE (PCE). On 18 DEC 20, EPA announced the availability of the final Toxic Substances Control Act (TSCA) risk evaluation for PCE (85 FR 82474). Perchloroethylene is part of a wide range of industrial, commercial, and consumer conditions of use, including production of fluorinated compounds, and as a solvent in dry cleaning and vapor degreasing and in product formulations. EPA evaluated 61 conditions of use and determined that PCE presents an unreasonable risk under 59 conditions of use. EPA has found that PCE does not pose an unreasonable risk of injury to health when distributed in commerce and in industrial and commercial use in lubricants and greases for penetrating lubricants and cutting tool coolants. EPA also determined that PCE does not present an unreasonable risk of injury to the environment (aquatic organisms) from all conditions of use, based on the risk estimates, the environmental effects of PCE, the exposures, physical-chemical properties of PCE, and consideration of uncertainties. For those conditions of use for which

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EPA has found an unreasonable risk, it will move to address that unreasonable risk through risk management measures enumerated in TSCA. For more information, click here. The risk evaluation and supporting documents are available here.

Risk Evaluation for n-Methylpyrrolidone (NMP). On 30 DEC 20, EPA announced the availability of the final TSCA risk evaluation for NMP (85 FR 86558). NMP is a water-miscible, organic solvent that is often used as a substitute for halogenated solvents. In the commercial sector, NMP is primarily used for producing and removing paints, coatings and adhesives. Other applications include use in solvents, reagents, sealers, inks and grouts, industrial, commercial, and consumer uses and disposal. EPA has determined that specific conditions of use of NMP present an unreasonable risk of injury to health. EPA found unreasonable risks to human health to consumers and workers from 26 out of 37 conditions of use of NMP. For those conditions of use for which EPA has found an unreasonable risk, it will take regulatory action to address that unreasonable risk through risk management measures. For more information, click here. The risk evaluation is available here.

Persistent, Bioaccumulative, and Toxic Chemicals. On 22 DEC 20, EPA announced it has released final TSCA rules that will reduce exposure to five chemicals that are persistent, bioaccumulative, and toxic (PBT). PBT chemicals are toxic, remain in the environment for long periods of time, and can build up or accumulate in the body. Addressing these chemicals is a critical step in EPA's efforts to protect the health of Americans, including children, workers, and subsistence fishers. The final rules limit or prohibit the manufacture (including import), processing, and/or distribution in commerce for the following:

- Decabromodiphenyl ether (DecaBDE): A flame retardant in plastic enclosures for televisions, computers, audio and video equipment, textiles and upholstered articles, wire and cables for communication and electronic equipment, and other applications.
- Phenol, isopropylated phosphate (3:1) (PIP (3:1)): A plasticizer, a flame retardant, an anti-wear additive, or an anti-compressibility additive in hydraulic fluid, lubricating oils, lubricants and greases, various industrial coatings, adhesives, sealants, and plastic articles.
- 2,4,6-tris(tert-butyl) phenol (2,4,6-TTBP): An intermediate/reactant in processing, and incorporated into formulations destined for fuel and fuel-related additives.
- Hexachlorobutadiene (HCBD): A chemical used as a halogenated aliphatic hydrocarbon that is produced as a byproduct during the manufacture of chlorinated hydrocarbons.
- Pentachlorothiophenol (PCTP): A chemical used to make rubber more pliable in industrial uses.

A summary of the final rules and the risk management actions for each chemical is available here.

Compliance Guide for Imported Articles Significant New Use Rule. On 16 DEC 20, EPA announced (85 FR 81466) the availability of and requested comment on a draft compliance guide for the significant new uses it identified under TSCA for the import of articles with certain long chain perfluoroalkyl carboxylate chemicals as part of the surface coating, as established by EPA's related final rule (85 FR 45109). Specifically, the guide provides additional clarity on what is meant by a "surface coating," identifies which entities are regulated, describes the activities that are required or prohibited, and summarizes the notification requirements of the final significant new use rule. Comments on the draft compliance guide are due 15 JAN 21.

Waste

Interim Guidance on Destroying and Disposing of Certain PFAS and PFAS-Containing Materials. On 18 DEC 20, EPA released draft interim guidance on destroying and disposing of per- and polyfluoroalkyl substances (PFAS) and PFAS-containing materials (85 FR 83554). The interim guidance outlines the current state of the science on techniques and treatments that may be used to destroy or dispose of PFAS and PFAS-containing materials from non-consumer products, including aqueous film-forming foam. As required by Section 7361 of the Fiscal Year 2020 National Defense Authorization Act, the guidance addresses six material types:

- Aqueous film-forming foam (for firefighting).
- Soil and biosolids.

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- Textiles, other than consumer goods, treated with PFAS.
- Spent filters, membranes, resins, granular carbon, and other waste from water treatment.
- Landfill leachate containing PFAS.
- Solid, liquid, or gas waste streams containing PFAS from facilities manufacturing or using PFAS.

Comments are due 22 FEB 21. The draft interim guidance is available here. A news release is available here.

BENEFICIAL REUSE OF COAL COMBUSTION RESIDUALS. On 22 DEC 20, EPA announced the availability of new information and data pertaining to its 14 AUG proposed rule (14 AUG 19) addressing disposal of coal combustion residuals (CCR or coal ash) from electric utilities; reconsideration of beneficial use criteria; and piles (85 FR 83478). EPA is seeking public comment on whether this additional information may inform its reconsideration of the beneficial use definition and provisions for coal ash accumulations. EPA also is accepting additional information and data from the public that may further help inform EPA's reconsideration of the beneficial use definition and provisions for CCR accumulations, such as:

- Information on how coal ash is beneficially used to help distinguish among the different types of beneficial use applications.
- Information on the management of coal ash at each point in its distribution system.
- Information on federal, state, and local program provisions and regulations related to beneficial use and CCR accumulations.

EPA will use this new information to inform its reconsideration of the beneficial use definition and provisions for piles of coal ash. Comments are due 22 FEB 21. For more information on the 2019 proposed rule, click here. To learn more about EPA rulemakings associated with coal ash disposal, click here. A news release is available here.

REPORT ON MANAGEMENT AND BENEFICIAL REUSE OF USED LUBRICATING OIL. On 23 DEC 20, DOE's Office of Fossil Energy announced it has issued a report to Congress including recommendations for increasing the beneficial reuse of used oils and lubricants. Beneficial reuse includes turning waste lubricants such as used motor oil into more valuable base oils, fuels, and other commodity products. The report examines the current status of the used oil industry and stakeholder perspectives and provides Congress with updates on market challenges and opportunities both domestically and abroad. Following consultation with stakeholders, the Office of Fossil Energy prepared a set of recommendations that support the safe and efficient collection and reuse of used oil through non-regulatory mechanisms. These recommendations include specific focus on: (1) information exchange and outreach; (2) data collection and research; (3) data analysis; and (4) policy development.

WATER

EPA INTERIM STRATEGY ON PFAS AND EPA-ISSUED WASTEWATER PERMITS. On 30 NOV 20, EPA issued a press release announcing a new interim strategy to address PFAS through certain EPA-issued wastewater permits. EPA issued a memorandum detailing an interim NPDES permitting strategy for addressing PFAS in EPA-issued wastewater permits. EPA also released information on progress in developing new analytical methods to test for PFAS compounds in wastewater and other environmental media. The strategy advises EPA permit writers to consider including PFAS monitoring at facilities where these chemicals are expected to be present in wastewater discharges, including from municipal separate storm sewer systems and industrial stormwater permits. The PFAS that could be considered for monitoring are those that will have validated EPA analytical methods for wastewater testing, which EPA anticipates being available on a phased-in schedule as multi-lab validated wastewater analytical methods are finalized. EPA's interim strategy also encourages the use of best management practices where appropriate to control or abate the discharge of PFAS and includes recommendations to facilitate information sharing to foster adoption of best practices across states and localities.

EPA GUIDANCE — RELEASES FROM POINT SOURCE TO GROUNDWATER. In December 2020, EPA issued a draft guidance memorandum to provide guidance to the regulated community and permitting authorities on applying the recent decision of the U.S. Supreme Court in *County of Maui v. Hawaii Wildlife Fund*, 140 S. Ct. 1462 (2020), in the Clean Water Act Section

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402 NPDES permit program for point source discharges that travel through groundwater before reaching waters of the United States (85 FR 79489). This guidance will help clarify when a NPDES permit is necessary under the CWA. Consistent with the October 2020 document, *EPA Guidance; Administrative Procedures for Issuance and Public Petitions*, EPA solicited public comment on the draft guidance for 30 days. EPA may pursue a future rulemaking action to provide greater regulatory certainty concerning discharges subject to the NPDES permit program. This draft guidance document does not have the force and effect of law and it does not bind the public in any way. By issuing this draft guidance memorandum, EPA intends only to provide clarity to the public regarding existing requirements under the law or EPA policies. Comments were due 11 JAN 21. To view the draft guidance, click here. To view a news release about the guidance, click here.

CRIMINAL NEGLIGENCE STANDARD FOR STATE CWA 402 AND 404 PROGRAMS. In a proposed rule published on 14 DEC 20, EPA proposed to clarify that state or tribal programs approved pursuant to CWA Sections 402 (NPDES permitting program) and 404 (dredged and fill permitting program) are not required to include the same criminal intent standard that is applicable to EPA under Section 309 of the CWA (85 FR 80713). EPA may approve state or tribal programs that allow for prosecution based on any negligence standard, including gross negligence or recklessness, as opposed to requiring a state or tribe be able to establish criminal violations based on simple or ordinary negligence. The proposed regulations will provide clarity to states, tribes, regulated entities, and the public. EPA held a virtual public hearing on 7 JAN 21 and written comments were due 13 JAN 21.

RIVERS AND STREAMS ASSESSMENT. On 31 DEC 20, EPA announced the availability of a final report, *National Rivers and Streams Assessment (NRSA) 2013-2014: A Collaborative Survey*, which provides a historical snapshot of water quality in U.S. rivers and streams. EPA is seeking input on all aspects of the design and implementation of the National Aquatic Resource Survey (NARS) program to improve future assessments. The NRSA report includes a comparison between water quality metrics in 2013-2014 and 2008-2009, which generally show that water quality in rivers and streams across the country remained relatively unchanged between 2008 and 2014. EPA intends to develop a website to host the NARS program data and will transition to presenting survey results in a more user-friendly web-based interface. To learn more about the National Rivers and Streams Assessment, click here.

EPA APPROVES FLORIDA REQUEST TO ADMINISTER CWA SECTION 404 PROGRAM. EPA has announced that Florida is the first state in more than 25 years to apply for and receive approval to implement a CWA Section 404 program, joining Michigan and New Jersey as the only states in the country with such authority. This action formally transfers permitting duties under CWA Section 404 from the U.S. Army Corps of Engineers to the State of Florida for a broad range of water resources within the state. The announcement was published 17 DEC 20.

Department of Defense Activity

DOD DIRECTIVE 5135.03. The DOD Office of the Chief Management Officer has issued DOD Directive 5135.03, Deputy Under Secretary of Defense for Acquisition and Sustainment. The directive establishes the responsibilities, functions, relationships, and authorities of the Deputy Under Secretary of Defense for Acquisition and Sustainment, effective 10 DEC 20.

ARMY INSTALLATIONS STRATEGY. On 14 DEC 20, the Army announced it released a new Installations Strategy (AIS) covering years 2021 – 2035 and beyond, to guide future decision-making processes as Army installations transform into platforms that support multi-domain operations. The strategy outlines how every installation will be a "smart" platform of capabilities, utilizing connected sensors to enhance operational capacity and improve the delivery of services. The AIS mirrors the Army's priorities: people, readiness and modernization. One strategic outcome is Promote Stewardship, with the Lines of Effort covering: Preserve Natural Resources/Sustain the Mission; Remediate Contaminant; and, Implement Risk-Informed Metrics and Modern Technologies. The strategy is available here. An Army news release about the strategy is available here.

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ARMY COMMUNITIES OF EXCELLENCE PROGRAM DISCONTINUED. Army Directive 2020-18, Discontinuation of the Formal Competition Process for Army Communities of Excellence, was issued 18 DEC 20. In accordance with the directive, the Army Communities of Excellence program, Department of Army Headquarters-managed competition, and any awards (monetary or nonmonetary) and recognition ceremonies are discontinued. The Department of the Army will continue to support the Secretary of Defense Commander in Chief's Award for Installation Excellence Program. Only Regular Army installations are eligible to compete. Consequently, the Commanding General, Army Materiel Command will establish a systematic approach to assess, select, and forward the best-performing installations as the Army's nominee to the Deputy Chief of Staff, G-9 for further consideration.

REPI FACT SHEET. Developed by DOD's Readiness and Environmental Protection Integration (REPI) Office, the REPI Resilience Fact Sheet provides a brief overview of how the REPI program interprets the expanded 10 USC 2684a authority to address military installation resilience. The new authority granted allows for REPI projects to engage in activities to protect DOD installation and range operations and infrastructure from predicted or unexpected environmental conditions, such as flooding, drought, or wildfire. This fact sheet also provides examples of changing environmental conditions impacting DOD installations and ranges and success stories of how Naval Weapons Station Earle, Fort Huachuca, and Marine Corps Air Station Cherry Point are enhancing installation resilience. To learn more about REPI's resilience efforts, click here.

Professional Development

DOD TRAINING SOURCES

US ARMY CORPS OF ENGINEERS PROSPECT TRAINING. The USACE FY 2021 PROSPECT (Proponent-Sponsored Engineer Corps Training) purple book describes courses that are open to federal, state, county, and city employees and contractors. Refer to the course schedule for the latest information relating to PROSPECT courses. Environmental courses include, but are not limited to:

- The RCRA Complete (Course Control Number (CCN) 226).
- Environmental Regulations Practical Application Course (CCN 398).
- CERCLA/RCRA Process (CCN 356).
- Hazardous Waste Manifesting & DOT Certification (CCN 223).
- Hazardous Waste Manifesting 16-Hour DOT Recertification Course (CCN 429).
- Radioactive Waste Transport (CCN 441).
- Hazardous/Toxic and Radioactive Waste Construction Inspection (CCN 141).
- Environmental Remediation Technologies (CCN 395).
- Environmental Laws and Regulations (CCN 170).

USACE LAUNCHES ENGINEERING WITH NATURE PODCAST SERIES. A new podcast series tells the stories of a growing international community of scientists, engineers, and researchers who are applying Engineering With Nature (EWN) principles and practices to solve problems and diversify infrastructure value. USACE developed the podcast to mark the EWN initiative's 10th anniversary. The first season includes 10 episodes that are available on the EWN website.

NAVY CIVIL ENGINEER CORPS OFFICERS SCHOOL TRAINING. The Navy Civil Engineer Corps Officers School (CECOS) offers training on environmental management, pollution prevention, environmental compliance, environmental conservation and planning, and environmental restoration. Energy course offerings include Leadership in Energy and Environmental Design, Energy Information Administration, and Energy Technology Information. Click here for information on course offerings and times. Courses offered by CECOS are available to all military and civilian employees of the U.S. government, free of charge.

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Travel costs are borne by the student.

AIR FORCE CIVIL ENGINEERING SCHOOL TRAINING. The Air Force Civil Engineer School offers a variety of environmental management courses and seminars, including Interservice Environmental Education Review Board (ISEERB) offerings. Courses offered by the Civil Engineer School are available to all military and civilian employees of the U.S. government, free of charge. Due to COVID-19, all resident courses with the exception of WMGT 101, 400, and WMSS 700 have been converted to distance learning methods or delayed until April 2021.

STRATEGIC ENVIRONMENTAL RESEARCH AND DEVELOPMENT PROGRAM (SERDP) AND ENVIRONMENTAL SECURITY TECHNOLOGY CERTIFICATION PROGRAM (ESTCP) WEBINAR SERIES. DOD's environmental research and development funding programs (SERDP and ESTCP) launched a webinar series to promote the transfer of innovative, cost-effective, and sustainable solutions developed using SERDP and ESTCP funding. Live webinars are offered every two weeks on Thursdays from 12:00 p.m. Eastern for 90 minutes. Most webinars feature two 30-minute presentations and interactive question and answer sessions on topics targeted for DOD and Department of Energy audiences. Prior presentations are archived for viewing any time. Recently archived webinars are available on demand here.

RESILIENCE WEBINAR SERIES. The Resilience Webinar Series is presented by the REPI Program, Southeast Regional Partnership for Planning and Sustainability (SERPPAS), and Western Regional Partnership. Recordings of previous webinars in this series are available here.

FEDERAL TRAINING SOURCES

20 JAN 21, ADVANCED ELECTRIC VEHICLE (EV) SITE ASSESSMENT AND OPERATIONS. The EV Site Assessment Training is hosted by the National Renewable Energy Laboratory that is designed to provide fleet managers and coordinators with the skills and knowledge to become subject matter experts in electric vehicle implementation.

WATER RESEARCH WEBINAR SERIES. EPA's Office of Research and Development hosts this webinar series to share current research activities and results. The webinars are available in real time or on demand for previously held events. A September webinar, SARS CoV-2 in Wastewater Monitoring: Linking Research and Application to Meet Immediate Needs, is available on demand. Scheduled events include:

- 27 JAN 21. Disinfection Byproducts Formation Tools for Drinking Water Utilities.
- 31 MAR 21 Fit-for-Purpose Water Updates and Life Cycle Comparisons of Non-Potable Water Reuse Scenarios.

FRTR WEBINARS ON PFAS. The Federal Remediation Technologies Roundtable (FRTR) hosts webinars to identify and discuss emerging science behind PFAS characterization and remedial technologies. Webinars are archived for viewing at any time. Upcoming and archived webinars can be found here.

FEDERAL FACILITIES ENVIRONMENTAL STEWARDSHIP AND COMPLIANCE ASSISTANCE CENTER. FedCenter.gov is the federal government's home for comprehensive environmental stewardship, compliance assistance, and professional development information. FedCenter.gov provides a wide variety of information, such as:

- Program development (e.g., environmental management systems, green procurement program).
- Federal and state regulatory requirements for various facility activities.
- Access to environmental assistance.
- Access to free, FedCenter-sponsored courses.
- Partnerships.

FedCenter also provides member assistance services such as collaboration tools for workgroups, environmental reporting tools, and daily newsletter and subscription services.

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BIOBASED PRODUCT TRAINING SERIES. The U.S. Department of Agriculture offers a series of on-demand training modules about biobased products and the BioPreferred® Program. View training modules here.

FEMP ETRAINING COURSES. The U.S. Department of Energy's Federal Energy Management Program (FEMP) offers interactive, eTraining courses to help federal agencies develop core competencies and comply with energy efficiency, renewable energy, water management, and sustainability requirements. FEMP is partnering with the National Institute of Building Sciences' Whole Building Design Guide to host these comprehensive, FEMP-developed eTraining courses.

EPA SUSTAINABLE MATERIALS MANAGEMENT ACADEMY. Learn about key issues, successful projects, and a variety of best management practices for creating waste management programs, from the series of live and archived webinars. Building on the familiar concept of Reduce, Reuse, Recycle, sustainable materials management is a systemic approach that seeks to reduce materials use and their associated environmental impacts over their entire life cycle, starting with extraction of natural resources and product design and ending with decisions on recycling or final disposal. The format is a formal presentation followed by a question and answer session.

SUSTAINABLE ACQUISITION FOR FEDERAL AGENCIES. The two-hour course provides staff involved in specifying and purchasing with a thorough introduction to compliance requirements, processes, and tools for procuring sustainable products and services. Participants will receive specific guidance on how to meet executive order and Federal Acquisition Regulation requirements and understand how sustainable acquisition benefits their agency, community, and the environment.

SUSTAINABLE ACQUISITION TRAINING RESOURCES. The interagency federal Sustainable Acquisition & Materials Management Practices Workgroup compiled a spreadsheet of sustainable acquisition training resources developed or hosted by federal agencies that are available to government employees, businesses, and non-governmental organizations.

ENERGY STAR. EPA's Energy Star program helps identify and promote energy efficiency in products, homes, and buildings. EPA hosts a webinar series that covers a range of topics, from how to benchmark in Portfolio Manager to financing energy efficiency improvements to how to engage building occupants.

GENERAL CONFORMITY TRAINING MODULES. The General Conformity Rule ensures that the actions taken by federal agencies in nonattainment and maintenance areas do not interfere with a state's plans to meet national standards for air quality. EPA's online conformity training program covers all aspects of the rule and is divided into four modules.

CLIMATE CHANGE SCIENCE AND MANAGEMENT WEBINAR SERIES. This U.S. Geological Survey webinar series was developed to inform scientists, land managers, and the public about potential and predicted climate change impacts on fish and wildlife and to help guide resource management decisions across the United States. Regional Climate Adaptation Science Centers also host regional webinars to spotlight local research.

WATER/WASTEWATER UTILITY ALL-HAZARDS BOOTCAMP TRAINING. Hosted by EPA, this training course is designed for water and wastewater employees responsible for emergency response and recovery activities. It also explains why and how to implement an all-hazards program, and will cover prevention and mitigation, preparedness, response, and recovery.

RESTORATION WEBINAR SERIES. The Restoration Webinar Series, hosted by National Oceanic and Atmospheric Administration and U.S. Fish and Wildlife Service, is a venue for disseminating new approaches, best management practices, and innovative restoration techniques to some of the nation's greatest restoration challenges. The series covers topics including planning and implementing restoration projects, project monitoring and evaluation at multiple time scales, accounting for a changing climate in restoration, regional restoration planning and priority setting, and permitting. All webinars are recorded and available for public viewing at any time.

OTHER TRAINING RESOURCES

86TH NORTH AMERICAN WILDLIFE AND NATURAL RESOURCES CONFERENCE/WORKSHOP. The Wildlife Management Institute has announced that the 2021 conference will be implemented virtually, from 8-12 MAR 21. The North American Conference

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sessions, workshops and more than 150 separate meetings and functions serve as the annual forum to set conservation policy in North America.

PFAS ROUNDTABLE II. The Interstate Technology and Regulatory Council hosted an "ask the experts" roundtable on PFAS that focused on PFAS fate and transport in the environment, available physical and chemical properties of PFAS, and unique considerations for PFAS site characterization. The roundtable session, held live 8 OCT 20, can be viewed anytime from Clu-In's archived training seminars.

QUALITY CONSIDERATIONS FOR MUNITIONS RESPONSE SITES. ITRC has released an on-demand training video that provides a 30-minute introductory overview of ITRC's Quality Considerations for Multiple Aspects of Munitions Response Sites guidance document. The training explains the decision logic used throughout a munitions response (MR) project and assists in developing the quality assurance and quality control activities that ensure quality data and confidence in decisions. The training provides an overview of the MR process and identifies specific quality considerations at critical decision points for MR projects.

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Staff Directory

Director/DOD Region 7 REC	(816) 389-3448
Regional Counsel	(816) 389-3661
Region 6 Army REC	(816) 389-2415
Regulatory Affairs Specialist	(816) 389-2434
Region 6 DOD REC	(210) 395-8783
Region 6 Air Force REC	(210) 395-8783
Region 7 Air Force REC	(719) 554-9812
Navy REC (AR/KS/LA/MO/OK/TX)	(904) 542-6853
Navy REC (IA/NE)	(360) 315-5400
Navy REC (NM)	(619) 532-2303

How the Regional Offices Work for You

The Army Regional Environmental and Energy Offices' close cooperation between the military and regional policymakers helps to resolve issues *before* they become laws and regulations.

The REEOs monitor proposed state environmental and energy laws and regulations for impacts to installation missions. When legislation or a regulation important to the Army or DOD is being developed, REEOs work with the other military Services to assure that DOD and Services' interests are represented.

To comment on items in the *Central Review*, please contact the Regional Environmental Coordinator listed in the staff directory.

To be added to the *Central Review* distribution list, email the Regulatory Affairs Specialist.

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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Wednesday, January 06, 2021 3:50 AM EST
To: Angela Olige <Angela.Olige@TexasAgriculture.gov>
Subject: McDonald's Calls Black Franchisees' Bias Suit 'Implausible'

WARNING: This email originated from outside of the Texas Department of Agriculture email system. DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

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Wednesday, January 6, 2021

TOP NEWS

McDonald's Calls Black Franchisees' Bias Suit 'Implausible'

McDonald's urged an Illinois federal judge to throw out a proposed class action accusing the fast food giant of bias against Black franchisees, saying the argument that McDonald's wants Black franchise operators to fail doesn't make sense.

Memorandum attached | Read full article »

EPA Pushes Out Final Science Transparency Rule

The U.S. Environmental Protection Agency on Tuesday finalized a rule intended to make it more difficult to use scientific studies that rely on confidential research information, such as patients' personal details, in certain rulemakings.

1 document attached | Read full article »

W.Va. Judge Axes Restaurants' Virus Coverage Class Action

A West Virginia federal judge on Tuesday tossed a restaurant group's proposed class action seeking to force State Automobile Mutual Insurance Co. to cover its COVID-19 related losses, holding that the eateries failed to show physical damage required for coverage.

Opinion attached | Read full article »

McDonald's Says No One Expects Pure Flavor In Its Ice Cream

McDonald's Corp. is pushing a California federal court to throw out claims that it misleads customers about the flavoring of its vanilla ice cream cones, saying it's "utterly implausible" that those buying the ice cream expect it to be flavored exclusively with vanilla beans.

Memorandum attached | Read full article »

Virus-Fighting Music Rules Lead To 'Bizarre' 2nd Circ. Appeal

The Second Circuit grappled Tuesday with a quirky dispute over New York's rules that prevent eateries from holding ticketed live music events due to the risk of COVID-19, with one appellate judge lamenting a "bizarre" juxtaposition of state policy and free speech rights.

Read full article »

Pa. Convenience Store Data Breach Suit Is Trimmed

A Pennsylvania federal judge on Tuesday trimmed a proposed class action alleging a chain of gas stations and convenience stores failed to protect customers' financial information amid a 2018 data breach, but found that most of the claims can survive dismissal this early in the case.

Order attached | Read full article »

POLICY & REGULATION

Coronavirus Regulations: A State-By-State Week In Review

Despite difficulties surrounding the coronavirus vaccine rollout in some areas, including a Wisconsin pharmacist accused of intentionally spoiling 500 doses,

Law360 Rising Stars

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Altman Weil Inc.
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Apple Inc.
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Citizens for Responsibility and Ethics in Washington
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Domino's Pizza Inc.
E&J Gallo Winery Inc.
FirstEnergy Corp.
Fitbit Inc.
Henry Schein Inc.
International Business Machines Corp.
JBS SA
Lehman Brothers Holdings Inc.
LexisNexis Group
Major Lindsey & Africa LLC
McDonald's Corp.
Microsoft Corp.
Motion Picture Association of America
NJ Transit Corp.
New York State Bar Association
PG&E Corp.
Pfizer Inc.
Pilgrim's Pride Corp.
Sierra Club
State Automobile Mutual Insurance Co.
State Bar of California
StubHub Inc.
The Boeing Co.
Twitter Inc.
Union of Concerned Scientists
University of Pittsburgh Medical Center

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the new year ushered in the first round of inoculations for Illinois veterans in long-term care facilities as well as plans to administer the vaccine to first responders in Massachusetts.
Read full article »

Ind. Lawmakers Propose Coronavirus Liability Shield Bill

Indiana lawmakers kicked off a new legislative session Monday by introducing a bill that would provide a broad civil liability shield for businesses, premises owners and others in relation to COVID-19 exposure suits.
Bill attached | Read full article »

LITIGATION

Ex-Domino's Worker Urges High Court To Take Venue Fight

A former Domino's Pizza worker has urged the U.S. Supreme Court to take on his case over who decides whether a dispute must be arbitrated, a court or an arbitrator, saying unanimous courts of appeals lack analysis in their opinions and run contrary to high court precedents.
Brief attached | Read full article »

Poultry Processor Can't Ditch Citizenship Bias Claims

Poultry giant Pilgrim's Pride Corp. must face claims that it discriminated against current and former employees based on their citizenship status by replacing them with contracted workers, according to an administrative court decision published Tuesday.
Read full article »

Barefoot Winery Can't Stomp Out Irrigator's IP Claims

The California winery behind the Barefoot Wine brand can't stick a cork in patent infringement claims lodged by an irrigation consultant, a federal judge has ruled.
Order attached | Read full article »

Mars Hit With False Ad Suit Over 'Chocolate' Ice Cream Bars

Candy maker Mars Wrigley has been hit with another proposed class action in New York federal court accusing it of deceptively marketing its Dove ice cream bars, alleging the "chocolate" in the bar is made from vegetable oil and not real cocoa butter.
Complaint attached | Read full article »

Campbell Asks Fed. Circ. To Undo PTAB Soup Rack Finding

Campbell Soup Co. is urging the Federal Circuit to overturn a Patent Trial and Appeal Board decision upholding part of an Illinois company's patent for a soup can dispenser rack, saying the board interpreted a limitation in a key claim too narrowly.
Brief attached | Read full article »

Calif. Appeals Court Says Beverage Co. Too Late To Arbitrate

A California beverage distributor cannot enforce arbitration agreements signed by workers who alleged wage and hour violations because it waited too long to try to throw the case out of court, a state appeals panel ruled.
Opinion attached | Read full article »

BANKRUPTCY

Judge Skeptical Diner Can Use Ch. 11 Stay To Fight Mask Rule

A Pennsylvania federal judge questioned Tuesday whether a Pittsburgh-area restaurant was prematurely challenging the legality of Pennsylvania Gov. Tom Wolf's pandemic control measures in bankruptcy court as a way to avoid the Allegheny County Health Department's lawsuit seeking to shut the diner down for ignoring those orders.
Read full article »

EXPERT ANALYSIS

9th Circ. Raises Bar For Claims Over Nondefective Products

The Ninth Circuit's recent decision to affirm the dismissal of McGee v. S-L Snack National, a putative class action concerning popcorn containing transfat, may make it harder for disappointed consumers to establish standing for claims based on purchases of nondefective products, say Jason Russell and Raza Rasheed at Skadden.
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Fink Bressack
FisherBroyles
Foley & Lardner
Fox Rothschild
Girardi & Keese
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Holland & Knight
Jenkins Fenstermaker
K&L Gates
Kasowitz Benson
King & Spalding
Kinney Law PC
Kirkland & Ellis
Latham & Watkins
Levin Sedran
Lewis Brisbois
Lieff Cabraser
LimNexus
Littler Mendelson
Lowey Dannenberg
Mara Law Firm
McCormick Barstow
McCune Wright
McDermott Will
McKool Smith
Migliaccio & Rathod
Nelson Mullins
O'Melveny & Myers
Ogletree Deakins
Parlatore Law Group
Paul Weiss

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5 Trends That Will Influence E-Discovery In 2021

Changes in the way people work and communicate — which the pandemic has accelerated — will continue to bring new e-discovery challenges and shifts in data recovery this year, says Brian Schrader at Business Intelligence Associates.

Read full article »

LEGAL INDUSTRY

Analysis

These Law Firms Had The Most Hires, Exits In 2020

While the coronavirus pandemic has forced many law firms to scale back on recruiting, lateral partner hiring has remained active for several highly profitable law firms as they seized the unexpected opportunity to poach experienced attorneys from rivals.

Read full article »

Law Firm Merger Market To Bounce Back From 2020 Doldrums

U.S. law firm mergers tumbled in 2020, dropping by almost half compared to the previous year after a decade of steady growth, but are poised to make a comeback in 2021, according to a new study by legal consulting firm Altman Weil.

Read full article »

Cleta Mitchell Out At Foley & Lardner After Trump Call

Cleta Mitchell has resigned from Foley & Lardner's partnership, the firm confirmed Tuesday, after the former partner's presence on a call with President Donald Trump pushing Georgia's secretary of state to alter the results of the state's presidential election drew widespread criticism.

Read full article »

DC Judge May Discipline Atty In Tossed GOP Election Suit

A D.C. federal judge rejected as baseless a last-ditch attempt by an attorney representing the Wisconsin Voters Alliance and conservative groups in four other battleground states to block Congress from certifying President-elect Joe Biden's election victory, emphasizing Monday that the lawyer could also face disciplinary action.

Read full article »

Detroit Wants Trump Allies Sidney Powell, Lin Wood Disbarred

The city of Detroit asked a Michigan federal judge Tuesday to impose sanctions on and refer for disbarment Sidney Powell, L. Lin Wood and other attorneys involved in challenging the Wolverine State's 2020 general election results, arguing the Trump allies are undermining faith in the democratic process.

Read full article »

Supreme Court Appears Ready To Move On From Trump Suits

The U.S. Supreme Court may turn away several major cases as moot after President-elect Joe Biden takes office later this month, moving on from the past four years of constant litigation involving President Donald Trump and his policies.

Read full article »

Biden's Judicial Impact In Limbo As Ga. Counts Runoff Votes

Georgia's pair of Senate runoff elections remained too close to call early Wednesday morning, leaving the Senate majority undecided as Republicans look to keep control of the upper chamber and constrain President-elect Joe Biden's agenda for legislation and nominations, including federal judges.

Read full article »

Trump Skips Next In Line With Acting US Atty Pick In Georgia

Following the unexpected resignation of U.S. Attorney for the Northern District of Georgia Byung Jin "BJay" Pak, President Donald Trump opted to skip the standard replacement — the district's first assistant — and named the head of the state's Southern District to fill in as Pak's acting replacement.

Read full article »

South Dakota Bar Says Attys Can't Ethically Advise Pot Clients

The South Dakota Bar Association says lawyers cannot ethically provide legal services to cannabis clients despite the state's recent legalization of the drug, a hardline stance attorneys worry could stifle the industry before it takes root.

Read full article »

Bar Exam Task Force Calls For Fundamental Shift To Test

Quinn Emanuel
Reese LLP
Riley Safer
Satterlee Stephens
Scott+Scott Attorneys at Law LLP
Shanahan McDougal
Sheehan & Associates PC
Skadden Arps
Tiajoloff & Kelly
Troutman Pepper
Williams & Connolly

GOVERNMENT AGENCIES

Federal Trade Commission
Food and Drug Administration
Indiana General Assembly
Judicial Conference of the United States
New York Attorney General's Office
New York State Liquor Authority
Pennsylvania Supreme Court
U.S. Bankruptcy Court for the Western District of Pennsylvania
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. Court of Appeals for the Second Circuit
U.S. Department of Justice
U.S. Department of Labor
U.S. District Court for the District of Columbia
U.S. District Court for the Eastern District of California
U.S. District Court for the Eastern District of Michigan
U.S. District Court for the Eastern District of New York
U.S. District Court for the Middle District of Pennsylvania
U.S. District Court for the Northern District of California
U.S. District Court for the Northern District of Illinois
U.S. District Court for the Southern District of California
U.S. District Court for the Southern District of New York
U.S. District Court for the Southern District of West Virginia
U.S. Environmental Protection Agency
U.S. Patent and Trademark Office
U.S. Senate
U.S. Supreme Court

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A task force appointed by the National Conference of Bar Examiners is calling for a fundamental restructuring of the bar exam that thousands of people take each year in order to gain a license to practice law.
Read full article »

Four Ex-McKool Partners Launch Insurance Coverage Firm

Four former members of McKool Smith's insurance recovery practice are branching out on their own, launching Cohen Ziffer Frenchman & McKenna in New York City with more than 20 attorneys, according to an announcement Tuesday.
Read full article »

King & Spalding Elects Chairman To A 6th Term

King & Spalding LLP elected firm chairman Robert Hays to his sixth term effective at the start of the new year, the firm announced Monday.
Read full article »

Barclay Damon Elects Its 1st Female Managing Partner

Northeast law firm Barclay Damon LLP has named the Albany, New York-based chair of its public finance practice as the firm's first female managing partner in its 165-year history.
Read full article »

Embattled FirstEnergy Names Former PG&E Exec As CLO

FirstEnergy Corp. said Tuesday it has appointed Hyun Park, former general counsel of PG&E Corp., as its senior vice president and chief legal officer.
Read full article »

Ex-Twitter Deputy General Counsel Joins O'Melveny

O'Melveny & Myers LLP announced Tuesday that Tod Cohen, the former deputy general counsel and vice president of Twitter, will join the firm as a partner.
Read full article »

Federal Judiciary Finds Its 1st Woman Leader In NY Judge

A female New York judge was tapped to lead the federal judiciary's governing body, the first woman to serve in such a position, the U.S. Supreme Court announced Tuesday.
Read full article »

Judge OKs Trustee In Girardi Bankruptcy Cases

A California bankruptcy judge ordered the appointment of a trustee to take control of the finances of famed trial lawyer Tom Girardi and his firm, Girardi Keese, following a virtual hearing Tuesday that neither Girardi nor his lawyers attended.
Read full article »

Ex-WilmerHale Temp Says Agency 'Cooked' Case Jurisdiction

A Manhattan federal judge on Tuesday deemed "serious" a former WilmerHale temp's claims that legal staffing agency Hire Counsel had knowingly misled the court in order to "cook up" federal jurisdiction for its lawsuit against him.
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TX-TDA-21-0334-A-000101

From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, February 19, 2021 10:04 AM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Shirley Beaulieu <Shirley.Beaulieu@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>; Bruce Hermes <Bruce.Hermes@TexasAgriculture.gov>
CC: Addie Stone <Addie.Stone@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Philip Wright <Philip.Wright@TexasAgriculture.gov>; Karen Reichek <Karen.Reichek@TexasAgriculture.gov>; Patricia Molina <Patricia.Molina@TexasAgriculture.gov>; Jim Reaves <Jim.Reaves@TexasAgriculture.gov>; Catherine Wright Steele <Catherine.Steele@TexasAgriculture.gov>
Subject: TDA Bill Tracking Report & Senate Finance Committee Update
Attachment(s): "TDA Bill Tracking Report 2.19.2021.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know. Due to this week's weather, the Senate Finance Committee hearing for TDA was rescheduled to March 1, at 10:00am. TDA is second in line to testify.

Please let me know if you have any questions.

Best,
Jordan

Jordan Gregory

Policy Specialist
Texas Department of Agriculture
(512) 463-7516 Office

Jordan.Gregory@TexasAgriculture.gov

Sid Miller
Commissioner of Agriculture

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TDA TRACKED BILLS 2/19/21

02-19-2021 - 08:50:26

HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing	
	Last Action:	11- 9-20 H Filed	
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs	
	Last Action:	11- 9-20 H Filed	
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.	
	Last Action:	11- 9-20 H Filed	
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.	
	Companions:	HB 112 Swanson, Valoree(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 75	Toth, Steve(R)	Relating to the enforcement of commercial motor vehicle safety standards in certain counties.	
	Last Action:	11- 9-20 H Filed	
HB 85	Toth, Steve(R)	Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.	
	Last Action:	11- 9-20 H Filed	
HB 91	Lucio III, Eddie(D)	Relating to conditions of community supervision for defendants convicted of	

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			certain criminal offenses involving animals.	
		Companions:	HB 2012	Lucio III, Eddie(D) (Refiled from 86R Session)
			SB 804	Rodriguez, Jose(D) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
T ☐	HB 94	Reynolds, Ron(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.	
		Companions:	SB 90	Menendez, Jose(D) (Identical) 11- 9-20 S Filed
		Last Action:	11- 9-20 H Filed	
T ☐	HB 96	Toth, Steve(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	
		Companions:	HB 4494	Toth, Steve(R) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
T ☐	HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.	
		Companions:	HB 224	Gervin-Hawkins, Barbara(D) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
T ☐	HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.	
		Last Action:	11- 9-20 H Filed	
T ☐	HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.	
		Last Action:	11- 9-20 H Filed	

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HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.	
Last Action:	11- 9-20 H Filed		
HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.	
Last Action:	11- 9-20 H Filed		
HB 168	Gonzalez, Mary(D)	Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.	
Companions:	HB 4450	Gonzalez, Mary(D)	(Refiled from 86R Session)
Last Action:	11- 9-20 H Filed		
HB 186	Zwiener, Erin(D)	Relating to an exemption from ad valorem taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.	
Last Action:	11- 9-20 H Filed		
HB 195	Bernal, Diego(D)	Relating to the regulation of migrant labor housing facilities.	
Companions:	HB 206	Bernal, Diego(D)	(Refiled from 86R Session)
Last Action:	11- 9-20 H Filed		
HB 202	Thierry, Shawn(D)	Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.	
Last Action:	11- 9-20 H Filed		
HB 209	Thierry, Shawn(D)	Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.	
Companions:	HB 605	Thierry, Shawn(D)	(Refiled from 86R Session)

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		SB 574	Miles, Borris(D)	(Refiled from 86R Session)
		SB 358	Miles, Borris(D)	(Identical)
			1-15-21 S Filed	
	Last Action:	11- 9-20 H Filed		
HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.		
	Last Action:	11- 9-20 H Filed		
HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.		
	Last Action:	11- 9-20 H Filed		
HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.		
	Last Action:	11- 9-20 H Filed		
HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.		
	Last Action:	11- 9-20 H Filed		
HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.		
	Companions:	HB 298	Murr, Andrew(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed		
HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.		
	Last Action:	11- 9-20 H Filed		
HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.		
	Last Action:	11- 9-20 H Filed		
HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable hemp products containing a controlled substance or marihuana.		

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		Last Action:	11- 9-20 H Filed	
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.		
		Companions:	HB 3799	Buckley, Brad (F)(R) (Refiled from 86R Session)
			SB 2035	Hall, Bob(R) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.		
		Companions:	SB 341	West, Royce(D) (Identical) 1-14-21 S Filed
		Last Action:	11- 9-20 H Filed	
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.		
		Last Action:	11- 9-20 H Filed	
HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.		
		Companions:	HB 4364	Cain, Briscoe(R) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.		
		Companions:	HB 245	Farrar, Jessica(D) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.		
		Companions:	HB 4758	Lopez, Ray (F)(D) (Refiled from

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				86R Session)
	Last Action:	11- 9-20 H Filed		
HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.		
	Last Action:	11- 9-20 H Filed		
HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.		
	Companions:	HB 873	Collier, Nicole(D)	(Identical)
			12-18-20 H Filed	
		SB 474	Lucio, Eddie(D)	(Identical)
			1-27-21 S Filed	
	Last Action:	11- 9-20 H Filed		
HB 397	Frank, James(R)	Relating to comparisons of state budgets made by the Legislative Budget Board.		
	Companions:	HB 689	Frank, James(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed		
HB 399	Shaheen, Matt(R)	Relating to a dog's restraint and shelter.		
	Companions:	HB 3940	Shaheen, Matt(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed		
HB 409	Cortez, Philip(D)	Relating to waivers for entrance fees to state parks and certain hunting and fishing license fees for resident first responders.		
	Last Action:	11- 9-20 H Filed		
HB 415	Walle, Armando(D)	Relating to doula services, including Medicaid coverage of doula services.		
	Last Action:	11- 9-20 H Filed		
HB 425	King, Ken(R)	Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.		
	Last Action:	11-10-20 H Filed		
HB 426	King, Ken(R)	Relating to the release of deer by certain deer breeder facilities to a low-fenced site.		
	Last Action:	11-10-20 H Filed		

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HB 429	King, Ken(R)	Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.
Last Action:	11-10-20 H Filed	
HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.
Companions:	HB 376 King, Ken(R) (Refiled from 86R Session)	
Last Action:	11-10-20 H Filed	
HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
Companions:	SB 151 Johnson, Nathan(D) (Identical) 11-10-20 S Filed	
Last Action:	11-10-20 H Filed	
HB 442	Israel, Celia(D)	Relating to the prima facie speed limit on certain streets and highways.
Last Action:	11-10-20 H Filed	
HB 447	Moody, Joe(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
Companions:	SB 1581 West, Royce(D) (Refiled from 86R Session)	
Last Action:	11-10-20 H Filed	
HB 494	White, James(R)	Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.
Companions:	HB 2702 White, James(R) (Refiled from 86R Session) HB 984 White, James(R) (Identical) 1- 6-21 H Filed	
Last Action:	11-10-20 H Filed	
HB 515	Oliverson, Tom(R)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
Companions:	HB 522 Johnson, Julie(D) (Identical) 11-10-20 H Filed	

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		HB 980	Fierro, Art(D)	(Identical)
			1- 6-21 H Filed	
		SB 228	Blanco, Cesar (F)(D)	(Identical)
			12- 3-20 S Filed	
	Last Action:	11-10-20 H Filed		
HB 520	Beckley, Michelle(D)	Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.		
	Companions:	HB 2312	Beckley, Michelle (F)(D)	(Refiled from 86R Session)
	Last Action:	11-10-20 H Filed		
HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.		
	Companions:	HB 515	Oliverson, Tom(R)	(Identical)
			11-10-20 H Filed	
		HB 980	Fierro, Art(D)	(Identical)
			1- 6-21 H Filed	
		SB 228	Blanco, Cesar (F)(D)	(Identical)
			12- 3-20 S Filed	
	Last Action:	11-10-20 H Filed		
HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.		
	Last Action:	11-12-20 H Filed		
HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.		
	Last Action:	11-12-20 H Filed		
HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.		
	Last Action:	11-13-20 H Filed		
HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.		
	Last Action:	11-13-20 H Filed		
HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.		
	Companions:	HB 4547	Wray, John(R)	(Refiled from

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		86R Session)
	Last Action:	11-16-20 H Filed
HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.
	Last Action:	11-17-20 H Filed
HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
	Companions:	SB 227 Paxton, Angela(R) (Identical) 12- 2-20 S Filed
	Last Action:	11-17-20 H Filed
HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
	Last Action:	11-17-20 H Filed
HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded program to be known as the Healthy Texas Program.
	Last Action:	11-18-20 H Filed
HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
	Last Action:	11-18-20 H Filed
HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
	Last Action:	11-24-20 H Filed
HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
	Last Action:	11-24-20 H Filed
HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at below-market rates to low-income and moderate-income households.
	Last Action:	11-24-20 H Filed
HB 650	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation by certain taxing units

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			of a portion of the appraised value of the residence homestead of the parent or guardian of a person who is disabled.
		Last Action:	11-24-20 H Filed
HB 665	Landgraf, Brooks(R)		Relating to an emergency rule adopted by a state agency during certain periods of disaster.
		Companions:	SB 525 Buckingham, Dawn(R) (Identical) 1-29-21 S Filed
		Last Action:	11-30-20 H Filed
HB 666	Harris, Cody(R)		Relating to the regulation of groundwater conservation districts.
		Companions:	HB 668 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed
		Last Action:	11-30-20 H Filed
HB 668	Harris, Cody(R)		Relating to the regulation of groundwater conservation districts.
		Companions:	HB 666 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed
		Last Action:	11-30-20 H Filed
HB 671	Martinez, Armando(D)		Relating to establishment of the disaster identification system for a declared state of disaster.
		Companions:	SB 328 Lucio, Eddie(D) (Identical) 1-12-21 S Filed
		Last Action:	11-30-20 H Filed
HB 687	Lozano, Jose(R)		Relating to the prosecution and punishment of the offense of smuggling of persons.
		Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) SB 576 Hinojosa, Chuy(D) (Identical) 2- 3-21 S Filed
		Last Action:	12- 1-20 H Filed

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HB 705	Moody, Joe(D)	Relating to the provision of recovery community organization peer-to-peer services under Medicaid.	
Last Action:	12- 2-20 H Filed		
HB 714	Reynolds, Ron(D)	Relating to the establishment of the Texas Environmental Justice Advisory Council.	
Companions:	HB 1491	Reynolds, Ron(D)	(Refiled from 86R Session)
Last Action:	12- 3-20 H Filed		
HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.	
Last Action:	12- 8-20 H Filed		
HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.	
Last Action:	12-11-20 H Filed		
HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.	
Last Action:	12-14-20 H Filed		
HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and educational opportunities in certain regions of this state.	
Companions:	HB 3565	White, James(R)	(Refiled from 86R Session)
	SB 2380	Hughes, Bryan(R)	(Refiled from 86R Session)
Last Action:	12-14-20 H Filed		
HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.	
Last Action:	12-17-20 H Filed		
HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.	
Companions:	HB 386	Pacheco, Leo(D)	(Identical)
		11- 9-20 H Filed	

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	SB 474	Lucio, Eddie(D)	(Identical)
		1-27-21 S Filed	
Last Action:	12-18-20 H Filed		
HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.	
Last Action:	12-22-20 H Filed		
HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.	
Last Action:	12-22-20 H Filed		
HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.	
Last Action:	12-22-20 H Filed		
HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.	
Last Action:	1- 4-21 H Filed		
HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.	
Companions:	HB 2160	Raymond, Richard(D)	(Refiled from 86R Session)
Last Action:	1- 4-21 H Filed		
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.	
Last Action:	1- 5-21 H Filed		
HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.	
Companions:	SB 412	Buckingham, Dawn(R)	(Identical)
		1-25-21 S Filed	
Last Action:	1- 5-21 H Filed		
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.	

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Companions:	HB 928	Anchia, Rafael(D)	(Refiled from 86R Session)
Last Action:	1-11-21 H Filed		
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.	
Last Action:	1-11-21 H Filed		
HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.	
Last Action:	1-11-21 H Filed		
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.	
Companions:	SB 395	Perry, Charles(R) 1-22-21 S Filed	(Identical)
Last Action:	1-12-21 H Filed		
HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.	
Last Action:	1-13-21 H Filed		
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.	
Last Action:	1-14-21 H Filed		
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.	
Last Action:	1-14-21 H Filed		
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.	
Last Action:	1-15-21 H Filed		
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.	
Last Action:	1-15-21 H Filed		
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.	

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	Last Action:	1-19-21 H Filed	
HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.	
	Last Action:	1-21-21 H Filed	
HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.	
	Companions:	HB 2166 Kacal, Kyle(R)	(Refiled from 86R Session)
		SB 677 Springer, Drew (F)(R) 2-12-21 S Filed	(Identical)
	Last Action:	1-21-21 H Filed	
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.	
	Last Action:	1-22-21 H Filed	
HB 1282	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.	
	Last Action:	1-22-21 H Filed	
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.	
	Last Action:	1-22-21 H Filed	
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.	
	Last Action:	1-25-21 H Filed	
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.	
	Last Action:	1-26-21 H Filed	
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.	
	Last Action:	1-27-21 H Filed	
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.	
	Companions:	SB 506 Nichols, Robert(R) 1-28-21 S Filed	(Identical)
	Last Action:	1-28-21 H Filed	
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-space land following a transfer between family members.	

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Companions:	HB 1188	Hefner, Cole(R)	(Refiled from 86R Session)
Last Action:	1-29-21 H Filed		
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.	
Last Action:	1-29-21 H Filed		
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.	
Companions:	SB 472	Kolkhorst, Lois(R)	(Identical)
		1-27-21 S Filed	
Last Action:	1-29-21 H Filed		
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.	
Companions:	HB 3997	Sheffield, J.D.(R)	(Refiled from 86R Session)
Last Action:	1-29-21 H Filed		
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.	
Last Action:	2- 1-21 H Filed		
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.	
Last Action:	2- 1-21 H Filed		
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.	
Last Action:	2- 3-21 H Filed		
HB 1631	Guerra, Bobby(D)	Relating to the requirements for an application for a permit to manage wildlife and exotic animals from aircraft.	
Last Action:	2- 5-21 H Filed		
HB 1652	Wilson, Terry(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.	
Companions:	SB 617	Kolkhorst, Lois(R)	(Identical)

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			2- 8-21 S Filed
		Last Action:	2- 5-21 H Filed
T ☐	HB 1666	Thierry, Shawn(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
		Companions:	SB 73 Miles, Borris(D) (Identical) 11- 9-20 S Filed
		Last Action:	2- 8-21 H Filed
T ☐	HB 1686	Cortez, Philip(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
		Last Action:	2- 8-21 H Filed
T ☐	HB 1718	Rodriguez, Eddie(D)	Relating to the equalization of the rates of production fees charged on certain wells by the Barton Springs-Edwards Aquifer Conservation District.
		Last Action:	2- 9-21 H Filed
T ☐	HB 1720	Reynolds, Ron(D)	Relating to the inclusion of certain areas in a county assistance district.
		Last Action:	2- 9-21 H Filed
T ☐	HB 1733	Krause, Matt(R)	Relating to insurance premium tax credits for investments supporting agriculture and rural development projects.
		Last Action:	2- 9-21 H Filed
T ☐	HB 1764	Guillen, Ryan(D)	Relating to authorizing certain counties to impose a hotel occupancy tax and the use of revenue from that tax.
		Last Action:	2-10-21 H Filed
T ☐	HB 1778	Oliverson, Tom(R)	Relating to the authority of a physician to provide and dispense and to delegate authority to provide and dispense certain drugs.
		Last Action:	2-10-21 H Filed
T ☐	HB 1794	Johnson, Julie(D)	Relating to the liability of an owner, lessee, or occupant of real property in connection with the use of or entry onto the property.
		Last Action:	2-10-21 H Filed
T ☐	HB 1805	Moody, Joe(D)	Relating to the award of good conduct time to certain inmates.
		Companions:	HB 1271 Thompson, Senfronia(D) (Refiled from

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	Last Action:	2-10-21 H Filed	
HB 1821	Zwiener, Erin(D)	Relating to climate change planning and reporting.	
	Last Action:	2-10-21 H Filed	
HB 1847	Allen, Alma(D)	Relating to certain benefits paid by the Employees Retirement System of Texas.	
	Companions:	HB 425 Allen, Alma(D)	(Refiled from 86R Session)
	Last Action:	2-11-21 H Filed	
HB 1866	Lucio III, Eddie(D)	Relating to certain reports created by the Texas Water Development Board.	
	Companions:	SB 669 Springer, Drew (F)(R) 2-12-21 S Filed	(Identical)
	Last Action:	2-11-21 H Filed	
HB 1888	Fierro, Art(D)	Relating to the authority of all governmental bodies to hold open and closed meetings by telephone or videoconference call.	
	Last Action:	2-12-21 H Filed	
HB 1922	Thierry, Shawn(D)	Relating to a state plan for responding to pandemics.	
	Companions:	SB 435 Blanco, Cesar (F)(D) 1-26-21 S Filed	(Identical)
	Last Action:	2-12-21 H Filed	
HB 1939	Smith, Reggie(R)	Relating to the limitations periods for certain suits against real estate appraisers and appraisal firms.	
	Last Action:	2-16-21 H Filed	
HB 1947	Ordaz Perez, Claudia (F)(D)	Relating to the permitting of medical waste facilities by the Texas Commission on Environmental Quality.	
	Last Action:	2-17-21 H Filed	
HB 1949	Crockett, Jasmine (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.	
	Companions:	SB 306 Eckhardt, Sarah (F)(D) 1-11-21 S Filed	(Identical)
	Last Action:	2-17-21 H Filed	

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HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.
	Last Action:	11-24-20 H Filed
HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.
	Last Action:	11-24-20 H Filed
HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for legislative review or approval of state agency rules.
	Companions:	HJR 88 Swanson, Valoree(R) (Refiled from 86R Session) HJR 149 Toth, Steve(R) (Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed
HJR 11	Reynolds, Ron(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.
	Companions:	HJR 21 Reynolds, Ron(D) (Refiled from 86R Session) SJR 7 Rodriguez, Jose(D) (Refiled from 86R Session) HJR 28 Larson, Lyle(R) (Identical) 11-12-20 H Filed
	Last Action:	11- 9-20 H Filed
HJR 13	Canales, Terry(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.
	Companions:	SJR 8 Rodriguez, Jose(D) (Refiled from 86R Session) SJR 16 Eckhardt, Sarah (F)(D) (Identical) 11-12-20 S Filed
	Last Action:	11- 9-20 H Filed

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HJR 15	Vasut, Cody (F)(R)	Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.
Last Action:	1-12-21 H Filed	
HJR 17	Zwiener, Erin(D)	Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property harvesting rainwater or graywater.
Last Action:	11- 9-20 H Filed	
HJR 28	Larson, Lyle(R)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.
Companions:	HJR 21	Reynolds, Ron(D) (Refiled from 86R Session)
	SJR 7	Rodriguez, Jose(D) (Refiled from 86R Session)
	HJR 11	Reynolds, Ron(D) (Identical) 11- 9-20 H Filed
Last Action:	11-12-20 H Filed	
HJR 34	Raymond, Richard(D)	Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.
Companions:	HJR 15	Raymond, Richard(D) (Refiled from 86R Session)
Last Action:	11-24-20 H Filed	
HJR 59	Howard, Donna(D)	Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.
Last Action:	1-11-21 H Filed	
HJR 60	Anchia, Rafael(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.

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		Companions:	SJR 20 Johnson, Nathan(D) (Identical) 1-11-21 S Filed
		Last Action:	1-11-21 H Filed
	HJR 65	Vasut, Cody (F)(R)	Proposing a constitutional amendment requiring the governor to call the legislature into special session on petition of at least two-thirds of the members of each house of the legislature.
		Last Action:	1-13-21 H Filed
	SB 1	Nelson, Jane(R)	General Appropriations Bill.
		Last Action:	3- 3-21 S Meeting set for 9:00 a.m., E1.036, Senate Finance
	SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.
		Last Action:	11- 9-20 S Filed
	SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.
		Last Action:	11- 9-20 S Filed
	SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.
		Last Action:	11- 9-20 S Filed
	SB 73	Miles, Borris(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
		Companions:	HB 1666 Thierry, Shawn(D) (Identical) 2- 8-21 H Filed
		Last Action:	11- 9-20 S Filed
	SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions.
		Companions:	HB 94 Reynolds, Ron(D) (Identical) 11- 9-20 H Filed
		Last Action:	11- 9-20 S Filed
	SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution,

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		sale, testing, possession, and use of cannabis and cannabis products.
	Last Action:	11- 9-20 S Filed
SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
	Last Action:	11- 9-20 S Filed
SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.
	Last Action:	11- 9-20 S Filed
SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.
	Companions:	HB 415 Guerra, Bobby(D) (Refiled from 86R Session)
	Last Action:	11- 9-20 S Filed
SB 151	Johnson, Nathan(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
	Companions:	HB 439 Canales, Terry(D) (Identical) 11-10-20 H Filed
	Last Action:	11-10-20 S Filed
SB 152	Perry, Charles(R)	Relating to the regulation of groundwater conservation districts.
	Companions:	HB 666 Harris, Cody(R) (Identical) 11-30-20 H Filed HB 668 Harris, Cody(R) (Identical) 11-30-20 H Filed
	Last Action:	11-10-20 S Filed
SB 154	Perry, Charles(R)	Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.
	Last Action:	11-10-20 S Filed
SB 157	Perry, Charles(R)	Relating to eminent domain reporting requirements for certain entities.
	Last Action:	11-10-20 S Filed

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SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.		
	Companions:	HB 515	Oliverson, Tom(R)	(Identical)
			11-10-20 H Filed	
		HB 522	Johnson, Julie(D)	(Identical)
			11-10-20 H Filed	
		HB 980	Fierro, Art(D)	(Identical)
			1- 6-21 H Filed	
	Last Action:	12- 3-20 S Filed		
SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.		
	Last Action:	12-17-20 S Filed		
SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients.		
	Last Action:	12-17-20 S Filed		
SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.		
	Last Action:	12-22-20 S Filed		
SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.		
	Last Action:	1-11-21 S Filed		
SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.		
	Companions:	HB 1949	Crockett, Jasmine (F)(D)	(Identical)
			2-17-21 H Filed	
	Last Action:	1-11-21 S Filed		
SB 336	Johnson, Nathan(D)	Relating to egg grading.		
	Last Action:	1-13-21 S Filed		
SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.		
	Companions:	HB 1070	Harris, Cody(R)	(Identical)

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			1-12-21 H Filed	
		Last Action:	1-22-21 S Filed	
SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.		
		Companions:	HB 974	Price, Four(R) (Identical) 1- 5-21 H Filed
		Last Action:	1-25-21 S Filed	
SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.		
		Last Action:	1-25-21 S Filed	
SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.		
		Companions:	HB 1922	Thierry, Shawn(D) (Identical) 2-12-21 H Filed
		Last Action:	1-26-21 S Filed	
SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.		
		Companions:	HB 1480	Cyrier, John(R) (Identical) 1-29-21 H Filed
		Last Action:	1-27-21 S Filed	
SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.		
		Companions:	HB 386	Pacheco, Leo(D) (Identical) 11- 9-20 H Filed
			HB 873	Collier, Nicole(D) (Identical) 12-18-20 H Filed
		Last Action:	1-27-21 S Filed	
SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.		
		Companions:	HB 1446	Ashby, Trent(R) (Identical) 1-28-21 H Filed
		Last Action:	1-28-21 S Filed	
SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.		
		Last Action:	2- 1-21 S Filed	
SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.		
		Last Action:	2- 2-21 S Filed	

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SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.		
Companions:	HB 903	Lozano, Jose(R)	(Refiled from 86R Session)	
	SB 2009	Lucio, Eddie(D)	(Refiled from 86R Session)	
	HB 687	Lozano, Jose(R)	(Identical)	
		12- 1-20 H Filed		
Last Action:	2- 3-21 S Filed			
SB 593	Hinojosa, Chuy(D)	Relating to municipal authority to annex colonias.		
Last Action:	2- 5-21 S Filed			
SB 617	Kolkhorst, Lois(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.		
Companions:	HB 1652	Wilson, Terry(R)	(Identical)	
		2- 5-21 H Filed		
Last Action:	2- 8-21 S Filed			
SB 618	Gutierrez, Roland (F)(D)	Relating to the creation of the Texas Telecommunications Infrastructure Board.		
Last Action:	2- 8-21 S Filed			
SB 634	Kolkhorst, Lois(R)	Relating to the confidentiality of the identity of certain landowners who participate in a State Soil and Water Conservation Board program to manage or eradicate an invasive species.		
Last Action:	2- 9-21 S Filed			
SB 639	Menendez, Jose(D)	Relating to remote meetings under the open meetings law.		
Last Action:	2-10-21 S Filed			
SB 656	Gutierrez, Roland (F)(D)	Relating to the creation of the Val Verde County Groundwater Conservation District.		
Last Action:	2-11-21 S Filed			
SB 669	Springer, Drew (F)(R)	Relating to certain reports by the Texas Water Development Board.		
Companions:	HB 1866	Lucio III, Eddie(D)	(Identical)	
		2-11-21 H Filed		
Last Action:	2-12-21 S Filed			

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SB 674	Buckingham, Dawn(R)	Relating to the availability of antipsychotic prescription drugs under the vendor drug program and Medicaid managed care.	
	Last Action:	2-12-21 S Filed	
SB 677	Springer, Drew (F)(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.	
	Companions:	HB 2166	Kacal, Kyle(R) (Refiled from 86R Session)
		HB 1266	Kacal, Kyle(R) (Identical) 1-21-21 H Filed
	Last Action:	2-12-21 S Filed	
SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.	
	Companions:	SJR 8	Rodriguez, Jose(D) (Refiled from 86R Session)
		HJR 13	Canales, Terry(D) (Identical) 11- 9-20 H Filed
	Last Action:	11-12-20 S Filed	
SJR 20	Johnson, Nathan(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.	
	Companions:	HJR 60	Anchia, Rafael(D) (Identical) 1-11-21 H Filed
	Last Action:	1-11-21 S Filed	
SR 1	Whitmire, John(D)	Caucus resolution.	
	Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)	
SR 2	Hughes, Bryan(R)	Senate rules.	
	Last Action:	1-13-21 S Passed	
SR 4	Huffman, Joan(R)	Resolution that establishes Redistricting Committee.	
	Last Action:	1-13-21 S Passed	

	All	**Track**
Total Bills:	186	186

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Track(s):

Position: (None)

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From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, February 26, 2021 10:36 AM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>; Shirley Beaulieu <Shirley.Beaulieu@TexasAgriculture.gov>
CC: Jim Reaves <Jim.Reaves@TexasAgriculture.gov>; Addie Stone <Addie.Stone@TexasAgriculture.gov>; Philip Wright <Philip.Wright@TexasAgriculture.gov>; Patricia Molina <Patricia.Molina@TexasAgriculture.gov>; Karen Reichek <Karen.Reichek@TexasAgriculture.gov>; Catherine Wright Steele <Catherine.Steele@TexasAgriculture.gov>
Subject: TDA Bill Tracking Report 2.26.2021
Attachment(s): "TDA Bill Tracking Report 2.26.2021.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know. Below are the list of hearings we have coming up next week as well as when we testify for them.

- March 1 at 10:00am: Senate Finance Committee
- March 2 at 9:00am: House Appropriations Committee
- March 4 at 8:00am: House Agriculture Committee

Please let me know if you have any questions.

Best,
Jordan

Jordan Gregory

Policy Specialist
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Sid Miller
Commissioner of Agriculture

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TDA TRACKED BILLS 2/26/21

02-26-2021 - 08:58:36

HB 4	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
Companions:	HB 974 Price, Four(R) (Identical) 1- 5-21 H Filed SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed	
Last Action:	2-25-21 H Filed	
HB 5	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
Last Action:	2-25-21 H Filed	
HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing
Last Action:	2-25-21 H Introduced and referred to committee on House Public Education	
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs
Last Action:	2-25-21 H Introduced and referred to committee on House Public Education	
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
Last Action:	2-25-21 H Introduced and referred to committee on House Redistricting	
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.
Companions:	HB 112 Swanson, Valoree(R) (Refiled from	

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			86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs
HB 75	Toth, Steve(R)		Relating to the enforcement of commercial motor vehicle safety standards in certain counties.
		Last Action:	2-25-21 H Introduced and referred to committee on House Transportation
HB 85	Toth, Steve(R)		Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.
		Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations
HB 91	Lucio III, Eddie(D)		Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.
		Companions:	HB 2012 Lucio III, Eddie(D) (Refiled from 86R Session) SB 804 Rodriguez, Jose(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Corrections
HB 94	Reynolds, Ron(D)		Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.
		Companions:	SB 90 Menendez, Jose(D) (Identical) 11- 9-20 S Filed
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 96	Toth, Steve(R)		Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.
		Companions:	HB 4494 Toth, Steve(R) (Refiled from

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				86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means	
	HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.	
		Companions:	HB 224 Gervin-Hawkins, Barbara(D)	(Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs	
	HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.	
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
	HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.	
		Last Action:	2-25-21 H Introduced and referred to committee on House International Relations/Economic Dev	
	HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.	
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
	HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.	
		Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources	
	HB 168	Gonzalez, Mary(D)	Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.	
		Companions:	HB 4450 Gonzalez, Mary(D)	(Refiled from

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			86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Human Services	
HB 186	Zwiener, Erin(D)	Relating to an exemption from ad valorem taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means	
HB 195	Bernal, Diego(D)	Relating to the regulation of migrant labor housing facilities.	
	Companions:	HB 206	Bernal, Diego(D) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs	
HB 202	Thierry, Shawn(D)	Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
HB 209	Thierry, Shawn(D)	Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.	
	Companions:	HB 605	Thierry, Shawn(D) (Refiled from 86R Session)
		SB 574	Miles, Borris(D) (Refiled from 86R Session)
		SB 358	Miles, Borris(D) (Identical) 1-15-21 S Filed
	Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means	
HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.	

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		Last Action:	2-25-21 H Introduced and referred to committee on House Pensions/Investments/Financial Services
	HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.
		Last Action:	2-25-21 H Introduced and referred to committee on House Agriculture and Livestock
	HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
	HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.
		Last Action:	2-25-21 H Introduced and referred to committee on House Business and Industry
	HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.
		Companions:	HB 298 Murr, Andrew(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources
	HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
	HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.
		Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation
	HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable

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		hemp products containing a controlled substance or marihuana.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.	
	Companions:	HB 3799	Buckley, Brad (F)(R) (Refiled from 86R Session)
		SB 2035	Hall, Bob(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.	
	Companions:	SB 341	West, Royce(D) (Identical) 1-14-21 S Filed
	Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs	
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.	
	Companions:	HB 4364	Cain, Briscoe(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Human Services	
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.	
	Companions:	HB 245	Farrar, Jessica(D) (Refiled from

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			86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources	
HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.	
	Companions:	HB 4758 Lopez, Ray (F)(D)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation	
HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence	
HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.	
	Companions:	HB 873 Collier, Nicole(D) 12-18-20 H Filed	(Identical)
		SB 474 Lucio, Eddie(D) 1-27-21 S Filed	(Identical)
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 397	Frank, James(R)	Relating to comparisons of state budgets made by the Legislative Budget Board.	
	Companions:	HB 689 Frank, James(R)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations	
HB 399	Shaheen, Matt(R)	Relating to a dog's restraint and shelter.	
	Companions:	HB 3940 Shaheen, Matt(R)	(Refiled from 86R Session)

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		Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
	HB 409	Cortez, Philip(D)	Relating to waivers for entrance fees to state parks and certain hunting and fishing license fees for resident first responders.
		Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
	HB 415	Walle, Armando(D)	Relating to doula services, including Medicaid coverage of doula services.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
	HB 425	King, Ken(R)	Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.
		Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs
	HB 426	King, Ken(R)	Relating to the release of deer by certain deer breeder facilities to a low-fenced site.
		Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
	HB 429	King, Ken(R)	Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.
		Last Action:	2-25-21 H Introduced and referred to committee on House Insurance
	HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.
		Companions:	HB 376 King, Ken(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
	HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
		Companions:	SB 151 Johnson, Nathan(D) (Identical)

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			11-10-20 S Filed
		Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 442	Israel, Celia(D)		Relating to the prima facie speed limit on certain streets and highways.
		Last Action:	2-25-21 H Introduced and referred to committee on House Transportation
HB 447	Moody, Joe(D)		Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
		Companions:	SB 1581 West, Royce(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on Licensing and Administrative Procedures
HB 494	White, James(R)		Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.
		Companions:	HB 2702 White, James(R) (Refiled from 86R Session) HB 984 White, James(R) (Identical) 1- 6-21 H Filed
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
HB 515	Oliverson, Tom(R)		Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
		Companions:	HB 522 Johnson, Julie(D) (Identical) 11-10-20 H Filed HB 980 Fierro, Art(D) (Identical) 1- 6-21 H Filed SB 228 Blanco, Cesar (F)(D) (Identical) 12- 3-20 S Filed
		Last Action:	11-10-20 H Filed
HB 520	Beckley, Michelle(D)		Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.

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		Companions:	HB 2312 Beckley, Michelle (F)(D) (Refiled from 86R Session)
		Last Action:	11-10-20 H Filed
	HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
		Companions:	HB 515 Oliverson, Tom(R) (Identical) 11-10-20 H Filed HB 980 Fierro, Art(D) (Identical) 1- 6-21 H Filed SB 228 Blanco, Cesar (F)(D) (Identical) 12- 3-20 S Filed
		Last Action:	11-10-20 H Filed
	HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.
		Last Action:	11-12-20 H Filed
	HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.
		Last Action:	11-12-20 H Filed
	HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.
		Last Action:	11-13-20 H Filed
	HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.
		Last Action:	11-13-20 H Filed
	HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.
		Companions:	HB 4547 Wray, John(R) (Refiled from 86R Session)
		Last Action:	11-16-20 H Filed
	HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.

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		Last Action:	11-17-20 H Filed
	HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
		Companions:	SB 227 Paxton, Angela(R) (Identical) 12- 2-20 S Filed
		Last Action:	11-17-20 H Filed
	HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
		Last Action:	11-17-20 H Filed
	HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded program to be known as the Healthy Texas Program.
		Last Action:	11-18-20 H Filed
	HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
		Last Action:	11-18-20 H Filed
	HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
		Last Action:	11-24-20 H Filed
	HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
		Last Action:	11-24-20 H Filed
	HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at below-market rates to low-income and moderate-income households.
		Last Action:	11-24-20 H Filed
	HB 650	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation by certain taxing units of a portion of the appraised value of the residence homestead of the parent or guardian of a person who is disabled.

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	Last Action:	11-24-20 H Filed
HB 652	Paul, Dennis(R)	Relating to notice of an epizootic infectious disease occurring in an animal shelter.
	Last Action:	11-24-20 H Filed
HB 665	Landgraf, Brooks(R)	Relating to an emergency rule adopted by a state agency during certain periods of disaster.
	Companions:	SB 525 Buckingham, Dawn(R) (Identical) 1-29-21 S Filed
	Last Action:	11-30-20 H Filed
HB 666	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.
	Companions:	HB 668 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed
	Last Action:	11-30-20 H Filed
HB 668	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.
	Companions:	HB 666 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed
	Last Action:	11-30-20 H Filed
HB 671	Martinez, Armando(D)	Relating to establishment of the disaster identification system for a declared state of disaster.
	Companions:	SB 328 Lucio, Eddie(D) (Identical) 1-12-21 S Filed
	Last Action:	11-30-20 H Filed
HB 674	Ramos, Ana-Maria(D)	Relating to informing the public about the availability of provisions in protective orders, including provisions regarding pets and other companion animals.
	Last Action:	11-30-20 H Filed
HB 687	Lozano, Jose(R)	Relating to the prosecution and punishment of the offense of smuggling of persons.

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		Companions:	HB 903	Lozano, Jose(R) (Refiled from 86R Session)
			SB 2009	Lucio, Eddie(D) (Refiled from 86R Session)
			SB 576	Hinojosa, Chuy(D) (Identical)
				2- 3-21 S Filed
		Last Action:	12- 1-20 H Filed	
	HB 705	Moody, Joe(D)	Relating to the provision of recovery community organization peer-to-peer services under Medicaid.	
		Last Action:	12- 2-20 H Filed	
	HB 708	Shaheen, Matt(R)	Relating to creating the criminal offense of possession of an animal by a person who has been previously convicted of an offense involving animal cruelty.	
		Last Action:	12- 2-20 H Filed	
	HB 714	Reynolds, Ron(D)	Relating to the establishment of the Texas Environmental Justice Advisory Council.	
		Companions:	HB 1491	Reynolds, Ron(D) (Refiled from 86R Session)
		Last Action:	12- 3-20 H Filed	
	HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.	
		Last Action:	12- 8-20 H Filed	
	HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.	
		Last Action:	12-11-20 H Filed	
	HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.	
		Last Action:	12-14-20 H Filed	
	HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and	

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		educational opportunities in certain regions of this state.
	Companions:	HB 3565 White, James(R) (Refiled from 86R Session) SB 2380 Hughes, Bryan(R) (Refiled from 86R Session)
	Last Action:	12-14-20 H Filed
HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.
	Last Action:	12-17-20 H Filed
HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence SB 474 Lucio, Eddie(D) (Identical) 1-27-21 S Filed
	Last Action:	12-18-20 H Filed
HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.
	Last Action:	12-22-20 H Filed
HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	12-22-20 H Filed
HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	12-22-20 H Filed
HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.
	Last Action:	1- 4-21 H Filed

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HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.
Companions:	HB 2160 Raymond, Richard(D) (Refiled from 86R Session)	
Last Action:	1- 4-21 H Filed	
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.
Last Action:	1- 5-21 H Filed	
HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
Companions:	HB 4 Price, Four(R) (Identical) 2-25-21 H Filed SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed	
Last Action:	1- 5-21 H Filed	
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.
Companions:	HB 928 Anchia, Rafael(D) (Refiled from 86R Session)	
Last Action:	1-11-21 H Filed	
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
Companions:	HB 2137 Collier, Nicole(D) (Identical) 2-23-21 H Filed	
Last Action:	1-11-21 H Filed	
HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.
Companions:	HB 2138 Collier, Nicole(D) (Identical) 2-23-21 H Filed	

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	Last Action:	1-11-21 H Filed
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
	Companions:	SB 395 Perry, Charles(R) (Identical) 1-22-21 S Filed
	Last Action:	1-12-21 H Filed
HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.
	Last Action:	1-13-21 H Filed
HB 1083	King, Phil(R)	Relating to termination of the ownership interest in an animal impounded by an animal shelter.
	Last Action:	1-13-21 H Filed
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.
	Last Action:	1-14-21 H Filed
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.
	Last Action:	1-14-21 H Filed
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.
	Companions:	SB 732 Hughes, Bryan(R) (Identical) 2-22-21 S Filed
	Last Action:	1-15-21 H Filed
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.
	Last Action:	1-15-21 H Filed
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.
	Last Action:	1-19-21 H Filed

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HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.
	Last Action:	1-21-21 H Filed
HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
	Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session) SB 677 Springer, Drew (F)(R) (Identical) 2-12-21 S Filed
	Last Action:	1-21-21 H Filed
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.
	Last Action:	1-22-21 H Filed
HB 1282	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.
	Last Action:	1-22-21 H Filed
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.
	Last Action:	1-22-21 H Filed
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.
	Last Action:	1-25-21 H Filed
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.
	Last Action:	1-26-21 H Filed
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.
	Last Action:	1-27-21 H Filed
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	SB 506 Nichols, Robert(R) (Identical)

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		1-28-21 S Filed
	Last Action:	1-28-21 H Filed
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-space land following a transfer between family members.
	Companions:	HB 1188 Hefner, Cole(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.
	Last Action:	1-29-21 H Filed
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.
	Companions:	SB 472 Kolkhorst, Lois(R) (Identical) 1-27-21 S Filed
	Last Action:	1-29-21 H Filed
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.
	Companions:	HB 3997 Sheffield, J.D.(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.
	Last Action:	2- 1-21 H Filed
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.
	Last Action:	2- 1-21 H Filed
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.

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	Last Action:	2- 3-21 H Filed
HB 1631	Guerra, Bobby(D)	Relating to the requirements for an application for a permit to manage wildlife and exotic animals from aircraft.
	Last Action:	2- 5-21 H Filed
HB 1652	Wilson, Terry(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.
	Companions:	SB 617 Kolkhorst, Lois(R) (Identical) 2- 8-21 S Filed
	Last Action:	2- 5-21 H Filed
HB 1666	Thierry, Shawn(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
	Companions:	SB 73 Miles, Borris(D) (Identical) 11- 9-20 S Filed
	Last Action:	2- 8-21 H Filed
HB 1686	Cortez, Philip(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
	Last Action:	2- 8-21 H Filed
HB 1718	Rodriguez, Eddie(D)	Relating to the equalization of the rates of production fees charged on certain wells by the Barton Springs-Edwards Aquifer Conservation District.
	Last Action:	2- 9-21 H Filed
HB 1720	Reynolds, Ron(D)	Relating to the inclusion of certain areas in a county assistance district.
	Last Action:	2- 9-21 H Filed
HB 1733	Krause, Matt(R)	Relating to insurance premium tax credits for investments supporting agriculture and rural development projects.
	Last Action:	2- 9-21 H Filed
HB 1764	Guillen, Ryan(D)	Relating to authorizing certain counties to impose a hotel occupancy tax and the use of revenue from that tax.
	Companions:	SB 696 Zaffirini, Judith(D) (Identical)

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		2-22-21 S Filed
	Last Action:	2-10-21 H Filed
HB 1778	Oliverson, Tom(R)	Relating to the authority of a physician to provide and dispense and to delegate authority to provide and dispense certain drugs.
	Last Action:	2-10-21 H Filed
HB 1794	Johnson, Julie(D)	Relating to the liability of an owner, lessee, or occupant of real property in connection with the use of or entry onto the property.
	Last Action:	2-10-21 H Filed
HB 1805	Moody, Joe(D)	Relating to the award of good conduct time to certain inmates.
	Companions:	HB 1271 Thompson, Senfronia(D) (Refiled from 86R Session)
	Last Action:	2-10-21 H Filed
HB 1821	Zwiener, Erin(D)	Relating to climate change planning and reporting.
	Last Action:	2-10-21 H Filed
HB 1847	Allen, Alma(D)	Relating to certain benefits paid by the Employees Retirement System of Texas.
	Companions:	HB 425 Allen, Alma(D) (Refiled from 86R Session)
	Last Action:	2-11-21 H Filed
HB 1866	Lucio III, Eddie(D)	Relating to certain reports created by the Texas Water Development Board.
	Companions:	SB 669 Springer, Drew (F)(R) (Identical) 2-12-21 S Filed
	Last Action:	2-11-21 H Filed
HB 1888	Fierro, Art(D)	Relating to the authority of all governmental bodies to hold open and closed meetings by telephone or videoconference call.

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	Last Action:	2-12-21 H Filed
HB 1922	Thierry, Shawn(D)	Relating to a state plan for responding to pandemics.
	Companions:	HB 2271 Turner, John(D) (Identical) 2-24-21 H Filed SB 435 Blanco, Cesar (F)(D) (Identical) 1-26-21 S Filed
	Last Action:	2-12-21 H Filed
HB 1939	Smith, Reggie(R)	Relating to the limitations periods for certain suits against real estate appraisers and appraisal firms.
	Last Action:	2-16-21 H Filed
HB 1941	Goodwin, Vikki(D)	Relating to the use of certain devices to train or control the behavior of an elephant.
	Last Action:	2-16-21 H Filed
HB 1947	Ordaz Perez, Claudia (F)(D)	Relating to the permitting of medical waste facilities by the Texas Commission on Environmental Quality.
	Last Action:	2-17-21 H Filed
HB 1949	Crockett, Jasmine (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
	Companions:	HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed SB 306 Eckhardt, Sarah (F)(D) (Identical) 1-11-21 S Filed
	Last Action:	2-17-21 H Filed
HB 1956	Beckley, Michelle(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
	Last Action:	2-19-21 H Filed
HB 1957	Kuempel, John(R)	Relating to the labeling of wine as originating from an area of this state.
	Last Action:	2-19-21 H Filed
HB 1958	Gonzalez, Mary(D)	Relating to the regulation of livestock export-import processing facilities.

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	Last Action:	2-19-21 H Filed
HB 1982	Pacheco, Leo(D)	Relating to the prescription and dispensing of medical cannabis.
	Last Action:	2-22-21 H Filed
HB 1990	Thierry, Shawn(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.
	Companions:	SB 434 Blanco, Cesar (F)(D) (Identical) 1-26-21 S Filed
	Last Action:	2-22-21 H Filed
HB 1991	Thierry, Shawn(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
	Companions:	SB 147 Powell, Beverly(D) (Identical) 11- 9-20 S Filed
	Last Action:	2-22-21 H Filed
HB 2028	Lambert, Stan(R)	Relating to egg grading.
	Companions:	SB 336 Johnson, Nathan(D) (Identical) 1-13-21 S Filed
	Last Action:	2-22-21 H Filed
HB 2043	Leman, Ben(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if the use of the land changes as a result of a condemnation.
	Companions:	SB 725 Schwertner, Charles(R) (Identical) 2-22-21 S Filed
	Last Action:	2-22-21 H Filed
HB 2089	Burrows, Dustin(R)	Relating to the detection and mitigation of plant pests and diseases.
	Companions:	SB 731 Perry, Charles(R) (Identical) 2-22-21 S Filed

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	Last Action:	2-23-21 H Filed
HB 2106	Perez, Mary Ann(D)	Relating to the prevention, identification, investigation, and enforcement of payment card fraud.
	Last Action:	2-23-21 H Filed
HB 2213	Frullo, John(R)	Relating to the slaughter and processing of exotic animals for donation to a nonprofit food bank.
	Last Action:	2-24-21 H Filed
HB 2277	Rogers, Glenn (F)(R)	Relating to marketing and labeling requirements for certain food products, including imitation meat food products.
	Last Action:	2-25-21 H Filed
HB 2288	White, James(R)	Relating to the repeal of the additional ad valorem taxes imposed as a result of the sale or change in the use of land appraised as agricultural or open-space land.
	Last Action:	2-25-21 H Filed
HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.
	Last Action:	11-24-20 H Filed
HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.
	Last Action:	11-24-20 H Filed
HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for legislative review or approval of state agency rules.
	Companions:	HJR 88 Swanson, Valoree(R) (Refiled from 86R Session) HJR 149 Toth, Steve(R) (Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed

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HJR 11	Reynolds, Ron(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.
Companions:	HJR 21 Reynolds, Ron(D) (Refiled from 86R Session) SJR 7 Rodriguez, Jose(D) (Refiled from 86R Session) HJR 28 Larson, Lyle(R) (Identical) 11-12-20 H Filed	
Last Action:	11- 9-20 H Filed	
HJR 13	Canales, Terry(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.
Companions:	SJR 8 Rodriguez, Jose(D) (Refiled from 86R Session) SJR 16 Eckhardt, Sarah (F)(D) (Identical) 11-12-20 S Filed	
Last Action:	11- 9-20 H Filed	
HJR 15	Vasut, Cody (F)(R)	Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.
Last Action:	1-12-21 H Filed	
HJR 17	Zwiener, Erin(D)	Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property harvesting rainwater or graywater.
Last Action:	11- 9-20 H Filed	
HJR 28	Larson, Lyle(R)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.
Companions:	HJR 21 Reynolds, Ron(D) (Refiled from 86R Session)	

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		SJR 7 Rodriguez, Jose(D) (Refiled from 86R Session) HJR 11 Reynolds, Ron(D) (Identical) 11- 9-20 H Filed	
	Last Action:	11-12-20 H Filed	
HJR 34	Raymond, Richard(D)	Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.	
	Companions:	HJR 15 Raymond, Richard(D) (Refiled from 86R Session)	
	Last Action:	11-24-20 H Filed	
HJR 59	Howard, Donna(D)	Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.	
	Last Action:	1-11-21 H Filed	
HJR 60	Anchia, Rafael(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.	
	Companions:	SJR 20 Johnson, Nathan(D) (Identical) 1-11-21 S Filed	
	Last Action:	1-11-21 H Filed	
HJR 65	Vasut, Cody (F)(R)	Proposing a constitutional amendment requiring the governor to call the legislature into special session on petition of at least two-thirds of the members of each house of the legislature.	
	Last Action:	1-13-21 H Filed	
HJR 106	White, James(R)	Proposing a constitutional amendment repealing the provision that subjects land designated for agricultural use to an additional tax when the land is diverted to a purpose other than agricultural use or sold.	

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	Companions:	HJR 107 Sanford, Scott(R)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Filed	
SB 1	Nelson, Jane(R)	General Appropriations Bill.	
	Last Action:	2-26-21 S Meeting set for 9:00 A.M., E1.036, Senate Finance	
SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.	
	Last Action:	11- 9-20 S Filed	
SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.	
	Last Action:	11- 9-20 S Filed	
SB 48	Zaffirini, Judith(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.	
	Companions:	HB 2012 Lucio III, Eddie(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 S Filed	
SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.	
	Last Action:	11- 9-20 S Filed	
SB 73	Miles, Borris(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.	
	Companions:	HB 1666 Thierry, Shawn(D) (Identical) 2- 8-21 H Filed	
	Last Action:	11- 9-20 S Filed	
SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying	

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			patients with certain debilitating medical conditions.
		Companions:	HB 94 Reynolds, Ron(D) (Identical) 2-25-21 H Introduced and referred to committee on House Public Health
		Last Action:	11- 9-20 S Filed
	SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
		Last Action:	11- 9-20 S Filed
	SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
		Companions:	HB 1991 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
		Last Action:	11- 9-20 S Filed
	SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.
		Last Action:	11- 9-20 S Filed
	SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.
		Companions:	HB 415 Guerra, Bobby(D) (Refiled from 86R Session)
		Last Action:	11- 9-20 S Filed
	SB 151	Johnson, Nathan(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
		Companions:	HB 439 Canales, Terry(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
		Last Action:	11-10-20 S Filed
	SB 152	Perry, Charles(R)	Relating to the regulation of groundwater conservation districts.

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		Companions:	HB 666	Harris, Cody(R) (Identical) 11-30-20 H Filed
			HB 668	Harris, Cody(R) (Identical) 11-30-20 H Filed
		Last Action:	11-10-20 S Filed	
	SB 154	Perry, Charles(R)	Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.	
		Last Action:	11-10-20 S Filed	
	SB 157	Perry, Charles(R)	Relating to eminent domain reporting requirements for certain entities.	
		Last Action:	11-10-20 S Filed	
	SB 197	Nelson, Jane(R)	Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.	
		Last Action:	11-16-20 S Filed	
	SB 227	Paxton, Angela(R)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.	
		Companions:	HB 592	Turner, Chris(D) (Identical) 11-17-20 H Filed
		Last Action:	12- 2-20 S Filed	
	SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
		Companions:	HB 515	Oliverson, Tom(R) (Identical) 11-10-20 H Filed
			HB 522	Johnson, Julie(D) (Identical) 11-10-20 H Filed
			HB 980	Fierro, Art(D) (Identical) 1- 6-21 H Filed
		Last Action:	12- 3-20 S Filed	
	SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.	
		Last Action:	12-17-20 S Filed	
	SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution,	

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		transportation, and delivery of medical cannabis for medical use by patients.
	Last Action:	12-17-20 S Filed
SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.
	Last Action:	12-22-20 S Filed
SB 276	Hinojosa, Chuy(D)	Relating to notice of an infectious disease occurring in an animal shelter and the quarantine of certain infectious animals at the shelter.
	Last Action:	1- 4-21 S Filed
SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.
	Last Action:	1-11-21 S Filed
SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
	Companions:	HB 1949 Crockett, Jasmine (F)(D) (Identical) 2-17-21 H Filed HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
	Last Action:	1-11-21 S Filed
SB 323	West, Royce(D)	Relating to the licensing and regulation of dog and cat breeders.
	Last Action:	1-12-21 S Filed
SB 336	Johnson, Nathan(D)	Relating to egg grading.
	Companions:	HB 2028 Lambert, Stan(R) (Identical) 2-22-21 H Filed
	Last Action:	1-13-21 S Filed
SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
	Companions:	HB 1070 Harris, Cody(R) (Identical) 1-12-21 H Filed

AMERICAN OVERSIGHT

	Last Action:	1-22-21 S Filed
SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	HB 4 Price, Four(R) (Identical) 2-25-21 H Filed HB 974 Price, Four(R) (Identical) 1- 5-21 H Filed
	Last Action:	1-25-21 S Filed
SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.
	Last Action:	1-25-21 S Filed
SB 434	Blanco, Cesar (F)(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.
	Companions:	HB 1990 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
	Last Action:	1-26-21 S Filed
SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.
	Companions:	HB 1922 Thierry, Shawn(D) (Identical) 2-12-21 H Filed HB 2271 Turner, John(D) (Identical) 2-24-21 H Filed
	Last Action:	1-26-21 S Filed
SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.
	Companions:	HB 1480 Cyrier, John(R) (Identical) 1-29-21 H Filed
	Last Action:	1-27-21 S Filed
SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence HB 873 Collier, Nicole(D) (Identical)

AMERICAN OVERSIGHT

			12-18-20 H Filed	
		Last Action:	1-27-21 S Filed	
	SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.	
		Companions:	HB 1446 Ashby, Trent(R) (Identical) 1-28-21 H Filed	
		Last Action:	1-28-21 S Filed	
	SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.	
		Last Action:	2- 1-21 S Filed	
	SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.	
		Last Action:	2- 2-21 S Filed	
	SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.	
		Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) HB 687 Lozano, Jose(R) (Identical) 12- 1-20 H Filed	
		Last Action:	2- 3-21 S Filed	
	SB 593	Hinojosa, Chuy(D)	Relating to municipal authority to annex colonias.	
		Last Action:	2- 5-21 S Filed	
	SB 617	Kolkhorst, Lois(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.	
		Companions:	HB 1652 Wilson, Terry(R) (Identical) 2- 5-21 H Filed	
		Last Action:	2- 8-21 S Filed	
	SB 618	Gutierrez, Roland (F)(D)	Relating to the creation of the Texas Telecommunications Infrastructure Board.	

AMERICAN OVERSIGHT

		Last Action:	2- 8-21 S Filed
	SB 634	Kolkhorst, Lois(R)	Relating to the confidentiality of the identity of certain landowners who participate in a State Soil and Water Conservation Board program to manage or eradicate an invasive species.
		Last Action:	2- 9-21 S Filed
	SB 639	Menendez, Jose(D)	Relating to remote meetings under the open meetings law.
		Last Action:	2-10-21 S Filed
	SB 656	Gutierrez, Roland (F)(D)	Relating to the creation of the Val Verde County Groundwater Conservation District.
		Last Action:	2-11-21 S Filed
	SB 669	Springer, Drew (F)(R)	Relating to certain reports by the Texas Water Development Board.
		Companions:	HB 1866 Lucio III, Eddie(D) (Identical) 2-11-21 H Filed
		Last Action:	2-12-21 S Filed
	SB 674	Buckingham, Dawn(R)	Relating to the availability of antipsychotic prescription drugs under the vendor drug program and Medicaid managed care.
		Last Action:	2-12-21 S Filed
	SB 677	Springer, Drew (F)(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
		Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session) HB 1266 Kacal, Kyle(R) (Identical) 1-21-21 H Filed
		Last Action:	2-12-21 S Filed
	SB 682	Blanco, Cesar (F)(D)	Relating to the regulation of migrant labor housing facilities.
		Companions:	HB 50 Romero, Ramon(D) (Refiled from 86R Session)

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		Last Action:	2-22-21 S Filed
	SB 703	Buckingham, Dawn(R)	Relating to the continuation and functions of the Department of Agriculture, the Prescribed Burning Board, and the Texas Boll Weevil Eradication Foundation.
		Last Action:	2-25-21 S Filed
	SB 725	Schwertner, Charles(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if the use of the land changes as a result of a condemnatio
		Companions:	HB 2043 Leman, Ben(R) (Identical) 2-22-21 H Filed
		Last Action:	2-22-21 S Filed
	SB 731	Perry, Charles(R)	Relating to the detection and mitigation of plant pests and diseases.
		Companions:	HB 2089 Burrows, Dustin(R) (Identical) 2-23-21 H Filed
		Last Action:	2-22-21 S Filed
	SB 742	Birdwell, Brian(R)	Relating to installment payments of ad valorem taxes on property in a disaster area.
		Last Action:	2-23-21 S Filed
	SB 801	Kolkhorst, Lois(R)	Relating to the development of an agriculture education program for public elementary schools.
		Last Action:	2-25-21 S Filed
	SB 814	Buckingham, Dawn(R)	Relating to the amount of wine certain wineries may sell directly to consumers.
		Last Action:	2-25-21 S Filed
	SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.
		Companions:	SJR 8 Rodriguez, Jose(D) (Refiled from 86R Session) HJR 13 Canales, Terry(D) (Identical) 11- 9-20 H Filed

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		Last Action:	11-12-20 S Filed
SJR 20	Johnson, Nathan(D)		Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.
		Companions:	HJR 60 Anchia, Rafael(D) (Identical) 1-11-21 H Filed
		Last Action:	1-11-21 S Filed
SR 1	Whitmire, John(D)		Caucus resolution.
		Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)
SR 2	Hughes, Bryan(R)		Senate rules.
		Last Action:	1-13-21 S Passed
SR 4	Huffman, Joan(R)		Resolution that establishes Redistricting Committee.
		Last Action:	1-13-21 S Passed

	All	Track
Total Bills:	220	220

Track(s):

Position: (None)

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AMERICAN OVERSIGHT

From: Texas Farm Bureau <noreply@txfbmail.com>
Sent: Friday, January 22, 2021 5:51 PM EST
To: Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>
Subject: Austin Newsletter, Issue 2

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January 22, 2021 | Regular Session, Issue 2 | 87th Regular Session

Every Friday, this newsletter will keep you up to speed on some of the legislation important to Texas Farm Bureau members that Austin staff are following.

Please do not hesitate to contact the appropriate staff with any questions.

AMERICAN OVERSIGHT

Eminent Domain

HB 901: Relating to the acquisition of real property by an entity with eminent domain authority.

Burns, DeWayne (R)

Summary:

HB 901 proposes amendments to the Texas eminent domain process. It includes the language agreed to by Texas Farm Bureau in 2019 to ensure landowners get a fair *bona fide offer* and *required easement terms* with the initial offer.

Under HB 901, a private entity with eminent domain authority has made a bona fide offer only if the initial offer includes:

- The complete written report of the property's value and the private entity's basis for initial offer; including any damages to the remaining property.
    1. The value or estimate price must be determined by one of the following prepared by an appraiser or real estate broker:
        - Property appraisal,
        - Comparative market analysis,
        - Broker price opinion, or
        - Market study.
- The Landowner Bill of Rights; and
- A conveyance document with the required minimum easement terms.

Minimum Easement Terms:

- Required terms for pipeline and transmission line easements;
- The required terms are negotiable after the initial offer;
- Easement document must be filed with condemnation petition.

The Special Commissioners' hearing also stands to gain procedural efficiency. If HB 901 is passed, the condemnation court judge will appoint two alternate special commissioners if one of the three special commissioners is struck by each party. The alternate special commissioner would then serve as a replacement for the stricken commissioner. This "pre-appointment" contributes to procedural efficiency for everyone involved. Rather than waiting for the new appointment after a strike, the process is predetermined before the proceeding begins. This simply reorganizes the process for judges. They will already be searching for special commissioners and can select all five at once, rather than breaking it up into multiple searches.

Texas Farm Bureau's Position:

HB 901 includes the agreements the industry made with the landowner groups in 2019, and it only applies to private companies. HB 901 includes the agreements made on *bona fide offer* and *required easement terms.*

TFB agreed to leave *landowner meetings* out of HB 901, because the industry would not agree to a meeting that would provide landowners with the information they need in a timely manner. In lieu of requiring the condemning entities to conduct meetings, TFB initiated a program to conduct landowner meetings, and it sponsored a **landowner's guide** to the eminent domain process with Texas A&M AgriLife Extension.

TFB **supports** SB 474. HB 901. (TFB 2021 Policy: Eminent Domain 151, Pages 61-62, Lines 9-15 and 52-62.)

Water

HB 271: Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.

Murr, Andrew (R)

AMERICAN OVERSIGHT

Summary:

HB 271 proposes adding a new section to Chapter 11 of the Water Code. This new section creates requirements for a state agency's classification of a waterway as *navigable.*

Before issuing an opinion, the agency must follow procedures that ensure the affected property owners are aware of the change and can participate in a public meeting. First, the agency must perform a gradient boundary survey of the watercourse or obtain an exception from the General Land Office. Second, the agency must provide to the waterway's abutting property owners a written notice of the upcoming opinion and public meeting. Third, the agency must hold a public meeting in which any person may present evidence, object to or support the classification as a navigable waterway.

The public meeting must be held in a publicly accessible location at least 45 days after the written notice is provided. The agency must provide information to public meeting attendees about where and when the final decision will be posted. In addition, the agency must provide a written copy of the final decision to the abutting landowners of the waterway.

The bill clarifies that some portions of the same waterway may be deemed navigable while others are not. It further clarifies that the requirements do not apply to classifications previously made that need to be refiled.

Aggrieved parties may file an appeal with the district court of the waterway's county no later than 60 days after the opinion is issued. The defendant of the appeal will be the state or government agency that originally issued the opinion.

TFB **supports** HB 271. (TFB 2021 Policy: Surface Water Section 154, Page 72, Lines 72-74.)

HB 966: Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.

Burns, DeWayne (R)

Background:

Under current law, if a landowner loses a challenge to a Groundwater Conservation District (GCD) in court, the landowner is required to pay the district's attorney fees. Conversely, the landowner has no right to attorney fees if he or she wins the case.

The unfair, one-sided awarding of attorney fees burdens any landowner who has a legitimate complaint about a GCD's rule or permitting decision. It forces landowners to accept unfair rules or permit decisions, because they cannot take the financial risk of losing the case. It further prevents landowners from holding GCDs accountable and preventing regulatory overreach.

Summary:

HB 966 addresses the unfair attorney's fees language in the Water Code.

Burns' bill removes the mandate that a losing party must pay the GCD's attorney fees. Instead, the judge would hold the discretion to award the GCD attorney fees if the judge believes it is justified—such as when the challenge is frivolous.

It also amends the awarding of attorney fees for enforcement actions. This provision will be removed in the committee substitute, because it would hinder districts being able to enforce their rules.

TFB **supports** HB 966. TFB 2021 Policy: Real Property Rights 150, Page 57, Lines 13-16; Groundwater 153, Page 69, Lines 140-145.

AMERICAN OVERSIGHT

Feral Hog Control

Deemed the most destructive species in North America, feral hogs create an estimated $1.5 billion in property damage every year, with $52 million in agricultural damages in Texas. Texans are restricted to only trapping and hunting feral hogs, which has proven to be not effective in controlling the invasive species.

The company Scimetrics has developed a warfarin-based product, Kaput, for use in feral hog control. Unfortunately, the use of Kaput became a political issue, and steps were taken to block its usage. A 2017 rider on the Texas Department of Agriculture (TDA) budget prevents the agency from approving the use of Kaput on feral hogs in Texas. Another 2017 rider on the Texas A&M AgriLife Extension budget prevents it from even researching *Kaput* for use on feral hogs in Texas.

Other studies—and federally-approval—show that Kaput is safe and effective for controlling this invasive and destructive species.

Texas Farm Bureau supports legalizing reasonable chemical controls for feral hogs and supports maintaining all current legal methods of controlling feral hogs.

Aggrieved parties may file an appeal with the district court of the waterway's county no later than 60 days after the opinion is issued. The defendant of the appeal will be the state or government agency that originally issued the opinion.

TFB **supports** removing both budget riders. (TFB 2021 Policy: Feral Hogs 114, Page 11, Lines 9-10 and 14-15 and 22-24.)

Farm Animal Liability

HB 365: Relating to the limitation of liability for farm animal activities.

Murr, Andrew (R)

Summary:

HB 365 amends the Farm Animal Liability Act (FALA) to expand its liability protection to include additional individuals and situations. The definitions are expanded to ensure that all farm and ranch livestock and activities are covered

FALA limits liability when damage or injury results from dangers that are an inherent risk of livestock activities. The bill extends liability protection to routine management of farm and ranch livestock—whereas the previous version of FALA did not include owning, raising, pasturing, herding, transporting or health management for the animal. If the bill passes, employees and private contractors will no longer be excluded from liability protection under FALA.

These important sections of FALA would remain unchanged under Murr's proposal:

- Negligence in caring for or providing faulty equipment or tack;
- Failure to ensure that the injured person understood and was capable of safely engaging with the animal;
- Dangerous land conditions of which the landowner or land-controller was aware of but did not provide warning;
- The animal owner recklessly or intentionally caused the injury;
- Injury of a non-participant in a livestock show.

Notice will still be required where any activity occurs. And a warning would still be required in every contract for an animal activity covered under FALA.

TFB **supports** HB 365. (TFB 2021 Policy: Livestock Section 120, Page 15, Lines 43-44, Property Rights Section 150, Page 58, Lines 97-99.)

HB 1078: Relating to liability arising from farm animal activities.

Landgraf, Brooks (R)

Summary:

HB 1078 also amends the Farm Animal Liability Act (FALA). It expands FALA to include breeding, feeding or working farm animals as a vocation; and farm or ranch employees; and farm or ranch independent contractors.

The bill proposes that liability limitations are expanded to farm or ranch owners or operators in situations of property damage, injury or death when it results from dangers that are an inherent risk of the animal and situation. The bill includes the following situations:

- the nature of an animal to react to a person handling or approaching it;
- the unpredictability of an animal's reaction to an unexpected sound, movement, or object;
- equine riding hazards and collisions;
- the injured person's own negligence or recklessness.

The situations which are still subject to civil liability are:

- Negligently kept equipment or tack;
- Failure to ensure that the injured person understood and was capable of safely engaging with the animal;
- Dangerous land conditions of which the landowner or land-controller was aware of but did not provide warning;
- The animal owner recklessly or intentionally caused the injury;
- Injury of a non-participant in a livestock show.

TFB **supports** HB 1078. (TFB 2021 Policy: Livestock Section 120, Page 15, Lines 43-44, Property Rights Section 150, Page 58, Lines 97-99.)

AMERICAN OVERSIGHT

Truth in Labeling

HB 316: Relating to the advertising and labeling of certain meat food products.

Buckley, Brad (R)

Summary:

HB 316, the Texas Meat and Imitation Food Act, states food that is falsely or misleadingly advertised or labeled as containing or imitating meat is considered misbranded.

If the department finds that the food is indeed misbranded, the department or attorney general may petition a district court to restrain the distribution of the misbranded food until the violations are addressed. Food in violation, or suspected violation, must bear a tag labeling it as "adulterated or misbranded" until the violation is corrected.

The Act also imposes investigative costs, court costs, reasonable attorney's fees, witness fees and deposition expenses on the violator of the misbranding regulations. The food may be returned to the market—and all warning tags removed—once the violation is corrected and all fees are paid.

TFB **supports** HB 316. (TFB 2021 Policy: Dairy 113, Page 10, Line 9, Livestock 120, Page 15, Lines 45-57 and 177-181, Marketing 132, Page 23, Lines 69-74.)

AMERICAN OVERSIGHT

Rural Connectivity

SB 154: Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.

Perry, Charles (R)

Summary:

SB 154 proposes the creation of the Broadband Office within the Public Utilities Commission, as well as the creation of a grant program to fund connectivity projects across the state.

The Broadband Office's proposed powers and duties:

- Facilitate and coordinate the efforts of the entities involved in broadband service projects;
- Develop investment and deployment proposals for unserved areas;
- Promote and coordinate public and private solutions;
- Assist and promote local and regional planning;
- Pursue and obtain federal sources of funding;
- Develop a framework to measure service and identify unserved areas;
- Develop statewide goals for service deployment in unserved areas;
- Manage and award funds allocated for broadband projects; and
- Serve as liaison between local entities and federal funding programs.

SB 154 also proposes the creation of the Broadband Grant Program, which would award applicants for projects in unserved areas. The Broadband Office would be required to divide the state into five regions and ensure that each region receives an equitable portion of the funding. The bill lays out what the office should consider before making an award decision and limits single awards to $250,000 or less than 30 percent of the total cost of the project.

Grant recipients must notify the Broadband Office when the project is complete. Project compliance reports will be made public. The following standards apply for three years after recipients receive funding:

- Must provide project territory service at comparable rates to those in urban and well-served areas;
- May not establish a cap on data usage in the project territory;
- Must provide annual reports to the Broadband Office on their compliance with the standards.

TFB **supports** SB 154. (TFB 2021 Policy: Rural Living Section 183, Pages 116-117, Lines 47-54.)

HB 154: Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.

King, Ken (R)

Summary:

HB 425 proposes an amendment to the Texas Utilities Code that extends the authority of the Universal Service Fund. It creates and funds rural broadband development projects in underserved rural areas. The bill does not increase the fee rate in order to fund the project but expands the qualification for participation in the program. Broadband service providers may elect to participate in the program, and those providers pay the uniform charge before they receive support from the Universal Service Fund.

TFB **supports** HB 425 and legislative efforts to facilitate the installation of broadband and cellular infrastructure in underserved rural communities. (TFB 2021 Policy: Rural Living Section 183, Pages 116-117, Lines 47-54.)

Texas Farm Bureau State Legislative Team

AMERICAN OVERSIGHT

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From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, February 05, 2021 3:23 PM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>
CC: Jim Reaves <Jim.Reaves@TexasAgriculture.gov>; Karen Reichek <Karen.Reichek@TexasAgriculture.gov>; Catherine Wright Steele <Catherine.Steele@TexasAgriculture.gov>; Philip Wright <Philip.Wright@TexasAgriculture.gov>; Addie Stone <Addie.Stone@TexasAgriculture.gov>
Subject: TDA Bill Tracking Report 2.5.2021
Attachment(s): "TDA Bill Tracking Report 2.5.2021.pdf","87R Committees-by committee.pdf","2021-Senate-Committees.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know. Also, attached are the House and Senate Committee Assignments.

Best,
Jordan

Jordan Gregory

Policy Specialist
Texas Department of Agriculture
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Sid Miller
Commissioner of Agriculture

AMERICAN OVERSIGHT

Dan Patrick

Lieutenant Governor of Texas
President of the Senate

87th Legislative Session

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Nathan Johnson
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###

AMERICAN OVERSIGHT

TEXAS HOUSE OF REPRESENTATIVES
87TH LEGISLATURE

DADE PHELAN
SPEAKER

STANDING COMMITTEE APPOINTMENTS
BY COMMITTEE

AMERICAN OVERSIGHT

DEANS OF THE TEXAS HOUSE OF REPRESENTATIVES

In most parliamentary bodies, the members recognize the longest continuously serving member for their wisdom and guidance based, in part, on the institutional knowledge gained from their length of service. The United States House of Representatives designates this member as "Dean of the United States House of Representatives." Examples of notable Deans in the past include Sir Winston Churchill, Wright Patman, and George Mahon.

The Honorable Tom Craddick of Midland County and the Honorable Senfronia Thompson of Harris County, as the longest continuously serving members of the Texas House, are recognized as Deans of the Texas House of Representatives.

AMERICAN OVERSIGHT

SPEAKER PRO TEMPORE

Pursuant to Rule 1, Section 10, of the Rules of the Texas House of Representatives, I appoint the Honorable Joseph E. Moody of El Paso County to serve as the Speaker Pro Tempore of the Texas House of Representatives, 87th Legislature.

AMERICAN OVERSIGHT

Agriculture & Livestock

CHAIR:	Burns, DeWayne
VICE-CHAIR:	Anderson, Charles "Doc"
SENIORITY APPOINTMENTS:	Anderson, Charles "Doc" Bailes, Ernest Cyrier, John
SPEAKER APPOINTMENTS:	Cole, Sheryl Guillen, Ryan Herrero, Abel Rosenthal, Jon Toth, Steve

AMERICAN OVERSIGHT

Appropriations

CHAIR:	Bonnen, Greg
VICE-CHAIR:	González, Mary of El Paso
SENIORITY APPOINTMENTS:	Ashby, Trent Bell, Cecil of Montgomery Bonnen, Greg Capriglione, Giovanni Dean, Jay Howard, Donna Johnson, Jarvis of Harris Minjarez, Ina Raney, John Rose, Toni VanDeaver, Gary Wu, Gene
SPEAKER APPOINTMENTS:	Dominguez, Alex Gates, Gary Holland, Justin Johnson, Ann of Harris Johnson, Julie of Dallas Morrison, Geanie Schaefer, Matt Sherman, Carl Stucky, Lynn Thompson, Ed of Brazoria Toth, Steve Walle, Armando Wilson, Terry Zwiener, Erin

AMERICAN OVERSIGHT

Business & Industry

CHAIR:	Turner, Chris of Tarrant
VICE-CHAIR:	Hefner, Cole
SENIORITY APPOINTMENTS:	Cain, Briscoe Hefner, Cole Shine, Hugh
SPEAKER APPOINTMENTS:	Crockett, Jasmine Lambert, Stan Ordaz Perez, Claudia Patterson, Jared Thompson, Senfronia of Harris

AMERICAN OVERSIGHT

Calendars

CHAIR:	Burrows, Dustin
VICE-CHAIR:	Moody, Joseph
SPEAKER APPOINTMENTS:	Craddick, Tom Harris, Cody Hefner, Cole Hernandez, Ana Leman, Ben Patterson, Jared Rose, Toni Slawson, Shelby Talarico, James

AMERICAN OVERSIGHT

Corrections

CHAIR:	Murr, Andrew
VICE-CHAIR:	Allen, Alma
SENIORITY APPOINTMENTS:	Sherman, Carl White, James
SPEAKER APPOINTMENTS:	Bailes, Ernest Burrows, Dustin Martinez Fischer, Trey Rodriguez, Eddie Slaton, Bryan

AMERICAN OVERSIGHT

County Affairs

CHAIR:	Coleman, Garnet
VICE-CHAIR:	Stucky, Lynn
SENIORITY APPOINTMENTS:	Cason, Jeff
SPEAKER APPOINTMENTS:	Anderson, Charles "Doc" Longoria, Oscar Lopez, Ray Stephenson, Phil Turner, John of Dallas District 68

AMERICAN OVERSIGHT

Criminal Jurisprudence

CHAIR:	Collier, Nicole
VICE-CHAIR:	Bell, Keith of Kaufman
SENIORITY APPOINTMENTS:	Johnson, Ann of Harris Murr, Andrew
SPEAKER APPOINTMENTS:	Cason, Jeff Cook, David Crockett, Jasmine Hinojosa, Gina Vasut, Cody

AMERICAN OVERSIGHT

Culture, Recreation & Tourism

CHAIR:	King, Ken of Hemphill
VICE-CHAIR:	Gervin-Hawkins, Barbara
SENIORITY APPOINTMENTS:	Burns, DeWayne Clardy, Travis Israel, Celia
SPEAKER APPOINTMENTS:	Frullo, John Krause, Matt Martinez, Armando Morales, Christina of Harris

AMERICAN OVERSIGHT

Defense & Veterans' Affairs

CHAIR:	Raymond, Richard Peña
VICE-CHAIR:	Buckley, Brad
SENIORITY APPOINTMENTS:	Lambert, Stan Lopez, Ray
SPEAKER APPOINTMENTS:	Biedermann, Kyle Cyrier, John Gervin-Hawkins, Barbara Morales, Eddie of Maverick Tinderholt, Tony

AMERICAN OVERSIGHT

Elections

CHAIR:	Cain, Briscoe
VICE-CHAIR:	González, Jessica of Dallas
SENIORITY APPOINTMENTS:	Bucy, John González, Jessica of Dallas Swanson, Valoree
SPEAKER APPOINTMENTS:	Beckley, Michelle Clardy, Travis Fierro, Art Jetton, Jacey Schofield, Mike

AMERICAN OVERSIGHT

Energy Resources

CHAIR:	Goldman, Craig
VICE-CHAIR:	Herrero, Abel
SENIORITY APPOINTMENTS:	Anchia, Rafael Craddick, Tom Darby, Drew Herrero, Abel
SPEAKER APPOINTMENTS:	Ellzey, Jake Geren, Charlie King, Tracy of Uvalde Leman, Ben Longoria, Oscar Reynolds, Ron

AMERICAN OVERSIGHT

Environmental Regulation

CHAIR:	Landgraf, Brooks
VICE-CHAIR:	Dominguez, Alex
SENIORITY APPOINTMENTS:	Kuempel, John Morrison, Geanie Reynolds, Ron
SPEAKER APPOINTMENTS:	Dean, Jay Goodwin, Vikki Kacal, Kyle Morales Shaw, Penny

AMERICAN OVERSIGHT

General Investigating

CHAIR:	Krause, Matt
VICE-CHAIR:	Neave, Victoria
SPEAKER APPOINTMENTS:	Klick, Stephanie Pacheco, Leo Smith, Reggie

AMERICAN OVERSIGHT

Higher Education

CHAIR:	Murphy, Jim
VICE-CHAIR:	Pacheco, Leo
SENIORITY APPOINTMENTS:	Frullo, John Muñoz, Sergio Parker, Tan Turner, Chris of Tarrant
SPEAKER APPOINTMENTS:	Cortez, Philip King, Phil of Parker Ortega, Lina Raney, John Turner, John of Dallas

AMERICAN OVERSIGHT

Homeland Security & Public Safety

CHAIR:	White, James
VICE-CHAIR:	Bowers, Rhetta
SENIORITY APPOINTMENTS:	Goodwin, Vikki Schaefer, Matt Tinderholt, Tony
SPEAKER APPOINTMENTS:	Harless, Sam Hefner, Cole Morales, Eddie of Maverick Patterson, Jared

AMERICAN OVERSIGHT

House Administration

CHAIR:	Metcalf, Will
VICE-CHAIR:	Cole, Sheryl
SPEAKER APPOINTMENTS:	Anchia, Rafael Burns, DeWayne Klick, Stephanie Landgraf, Brooks Morales, Eddie of Maverick Oliverson, Tom Sanford, Scott Walle, Armando Zwiener, Erin

AMERICAN OVERSIGHT

Human Services

CHAIR:	Frank, James
VICE-CHAIR:	Hinojosa, Gina
SENIORITY APPOINTMENTS:	Klick, Stephanie Meza, Terry Shaheen, Matt
SPEAKER APPOINTMENTS:	Hull, Lacey Neave, Victoria Noble, Candy Rose, Toni

AMERICAN OVERSIGHT

Insurance

CHAIR:	Oliverson, Tom
VICE-CHAIR:	Vo, Hubert
SENIORITY APPOINTMENTS:	Paul, Dennis Sanford, Scott Vo, Hubert
SPEAKER APPOINTMENTS:	González, Jessica of Dallas Hull, Lacey Israel, Celia Middleton, Mayes Romero, Ramon

AMERICAN OVERSIGHT

International Relations & Economic Development

CHAIR:	Button, Angie Chen
VICE-CHAIR:	Morales, Christina of Harris
SENIORITY APPOINTMENTS:	Beckley, Michelle Morales, Christina of Harris Ordaz Perez, Claudia
SPEAKER APPOINTMENTS:	Bell, Cecil of Montgomery Canales, Terry Hunter, Todd Larson, Lyle Metcalf, Will

AMERICAN OVERSIGHT

Judiciary & Civil Jurisprudence

CHAIR:	Leach, Jeff
VICE-CHAIR:	Davis, Yvonne
SENIORITY APPOINTMENTS:	Krause, Matt Moody, Joseph Schofield, Mike
SPEAKER APPOINTMENTS:	Dutton, Harold Johnson, Julie of Dallas Middleton, Mayes Smith, Reggie

AMERICAN OVERSIGHT

Juvenile Justice & Family Issues

CHAIR:	Neave, Victoria
VICE-CHAIR:	Swanson, Valoree
SENIORITY APPOINTMENTS:	Cook, David Ramos, Ana-Maria Talarico, James
SPEAKER APPOINTMENTS:	Frank, James Leach, Jeff Vasut, Cody Wu, Gene

AMERICAN OVERSIGHT

Land & Resource Management

CHAIR:	Deshotel, Joe
VICE-CHAIR:	Leman, Ben
SENIORITY APPOINTMENTS:	Biedermann, Kyle Romero, Ramon Thierry, Shawn
SPEAKER APPOINTMENTS:	Burrows, Dustin Craddick, Tom Rosenthal, Jon District 68

AMERICAN OVERSIGHT

Licensing & Administrative Procedures

CHAIR:	Thompson, Senfronia of Harris
VICE-CHAIR:	Kuempel, John
SENIORITY APPOINTMENTS:	Geren, Charlie Guillen, Ryan Hernandez, Ana Thompson, Senfronia of Harris
SPEAKER APPOINTMENTS:	Darby, Drew Ellzey, Jake Fierro, Art Goldman, Craig Huberty, Dan Pacheco, Leo

AMERICAN OVERSIGHT

Local & Consent Calendars

CHAIR:	Geren, Charlie
VICE-CHAIR:	Dominguez, Alex
SPEAKER APPOINTMENTS:	Bowers, Rhetta Buckley, Brad Dean, Jay Ellzey, Jake Gervin-Hawkins, Barbara Guerra, R.D. "Bobby" Meyer, Morgan Middleton, Mayes Morales, Christina of Harris

AMERICAN OVERSIGHT

Natural Resources

CHAIR:	King, Tracy of Uvalde
VICE-CHAIR:	Harris, Cody
SENIORITY APPOINTMENTS:	King, Tracy of Uvalde Larson, Lyle Lucio, Eddie Walle, Armando
SPEAKER APPOINTMENTS:	Bowers, Rhetta Kacal, Kyle Paul, Dennis Price, Four Ramos, Ana-Maria Wilson, Terry

AMERICAN OVERSIGHT

Pensions, Investments, & Financial Services

CHAIR:	Anchia, Rafael
VICE-CHAIR:	Parker, Tan
SENIORITY APPOINTMENTS:	Rogers, Glenn Stephenson, Phil
SPEAKER APPOINTMENTS:	Capriglione, Giovanni Muñoz, Sergio Perez, Mary Ann Slawson, Shelby Vo, Hubert

AMERICAN OVERSIGHT

Public Education

CHAIR:	Dutton, Harold
VICE-CHAIR:	Lozano, J. M.
SENIORITY APPOINTMENTS:	Allen, Alma Bernal, Diego Dutton, Harold Huberty, Dan King, Ken of Hemphill
SPEAKER APPOINTMENTS:	Allison, Steve Bell, Keith of Kaufman Buckley, Brad González, Mary of El Paso Meza, Terry Talarico, James VanDeaver, Gary

AMERICAN OVERSIGHT

Public Health

CHAIR:	Klick, Stephanie
VICE-CHAIR:	Guerra, R.D. "Bobby"
SENIORITY APPOINTMENTS:	Coleman, Garnet Collier, Nicole Guerra, R.D. "Bobby" Price, Four
SPEAKER APPOINTMENTS:	Allison, Steve Campos, Liz Jetton, Jacey Oliverson, Tom Smith, Reggie Zwiener, Erin

AMERICAN OVERSIGHT

Redistricting

CHAIR:	Hunter, Todd
VICE-CHAIR:	Rose, Toni
SPEAKER APPOINTMENTS:	Anchia, Rafael Goldman, Craig Guillen, Ryan Jetton, Jacey Landgraf, Brooks Minjarez, Ina Moody, Joseph Morrison, Geanie Murr, Andrew Schofield, Mike Thompson, Senfronia of Harris Turner, Chris of Tarrant White, James

AMERICAN OVERSIGHT

Resolutions Calendars

CHAIR:	Guillen, Ryan
VICE-CHAIR:	Toth, Steve
SPEAKER APPOINTMENTS:	Allen, Alma Hull, Lacey Meza, Terry Noble, Candy Ordaz Perez, Claudia Rosenthal, Jon Swanson, Valoree Thompson, Ed of Brazoria Vasut, Cody

AMERICAN OVERSIGHT

State Affairs

CHAIR:	Paddie, Chris
VICE-CHAIR:	Hernandez, Ana
SENIORITY APPOINTMENTS:	Deshotel, Joe Hunter, Todd King, Phil of Parker Raymond, Richard Peña Smithee, John
SPEAKER APPOINTMENTS:	Harless, Sam Howard, Donna Lucio, Eddie Metcalf, Will Shaheen, Matt Slawson, Shelby

AMERICAN OVERSIGHT

Transportation

CHAIR:	Canales, Terry
VICE-CHAIR:	Thompson, Ed of Brazoria
SENIORITY APPOINTMENTS:	Canales, Terry Davis, Yvonne Lozano, J. M. Martinez, Armando Thompson, Ed of Brazoria
SPEAKER APPOINTMENTS:	Ashby, Trent Bucy, John Harris, Cody Landgraf, Brooks Ortega, Lina Perez, Mary Ann Rogers, Glenn Smithee, John

AMERICAN OVERSIGHT

Urban Affairs

CHAIR:	Cortez, Philip
VICE-CHAIR:	Holland, Justin
SENIORITY APPOINTMENTS:	Campos, Liz Morales Shaw, Penny Slaton, Bryan
SPEAKER APPOINTMENTS:	Bernal, Diego Gates, Gary Johnson, Jarvis of Harris Minjarez, Ina

AMERICAN OVERSIGHT

Ways & Means

CHAIR:	Meyer, Morgan
VICE-CHAIR:	Thierry, Shawn
SENIORITY APPOINTMENTS:	Button, Angie Chen Martinez Fischer, Trey Murphy, Jim Rodriguez, Eddie
SPEAKER APPOINTMENTS:	Cole, Sheryl Guerra, R.D. "Bobby" Noble, Candy Sanford, Scott Shine, Hugh

AMERICAN OVERSIGHT

TDA TRACKED BILLS 2/5/21

02-05-2021 - 08:52:55

HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing	
	Last Action:	11- 9-20 H Filed	
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs	
	Last Action:	11- 9-20 H Filed	
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.	
	Last Action:	11- 9-20 H Filed	
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.	
	Companions:	HB 112 Swanson, Valoree(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 75	Toth, Steve(R)	Relating to the enforcement of commercial motor vehicle safety standards in certain counties.	
	Last Action:	11- 9-20 H Filed	
HB 85	Toth, Steve(R)	Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.	
	Last Action:	11- 9-20 H Filed	

AMERICAN OVERSIGHT

HB 91	Lucio III, Eddie(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.	
	Companions:	HB 2012 Lucio III, Eddie(D) (Refiled from 86R Session) SB 804 Rodriguez, Jose(D) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 94	Reynolds, Ron(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.	
	Companions:	SB 90 Menendez, Jose(D) (Identical) 11- 9-20 S Filed	
	Last Action:	11- 9-20 H Filed	
HB 96	Toth, Steve(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	
	Companions:	HB 4494 Toth, Steve(R) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.	
	Companions:	HB 224 Gervin-Hawkins, Barbara(D) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.	
	Last Action:	11- 9-20 H Filed	

AMERICAN OVERSIGHT

HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.	
	Last Action:	11- 9-20 H Filed	
HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.	
	Last Action:	11- 9-20 H Filed	
HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.	
	Last Action:	11- 9-20 H Filed	
HB 168	Gonzalez, Mary(D)	Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.	
	Companions:	HB 4450	Gonzalez, Mary(D) (Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 195	Bernal, Diego(D)	Relating to the regulation of migrant labor housing facilities.	
	Companions:	HB 206	Bernal, Diego(D) (Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 202	Thierry, Shawn(D)	Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.	
	Last Action:	11- 9-20 H Filed	
HB 209	Thierry, Shawn(D)	Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.	
	Companions:	HB 605	Thierry, Shawn(D) (Refiled from 86R Session)

AMERICAN OVERSIGHT

			SB 574 Miles, Borris(D) (Refiled from 86R Session) SB 358 Miles, Borris(D) (Identical) 1-15-21 S Filed	
		Last Action:	11- 9-20 H Filed	
	HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.	
		Last Action:	11- 9-20 H Filed	
	HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.	
		Last Action:	11- 9-20 H Filed	
	HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.	
		Last Action:	11- 9-20 H Filed	
	HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.	
		Last Action:	11- 9-20 H Filed	
	HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.	
		Companions:	HB 298 Murr, Andrew(R) (Refiled from 86R Session)	
		Last Action:	11- 9-20 H Filed	
	HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.	
		Last Action:	11- 9-20 H Filed	
	HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.	
		Last Action:	11- 9-20 H Filed	

AMERICAN OVERSIGHT

HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable hemp products containing a controlled substance or marihuana.	
	Last Action:	11- 9-20 H Filed	
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.	
	Companions:	HB 3799 Buckley, Brad (F)(R)	(Refiled from 86R Session)
		SB 2035 Hall, Bob(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.	
	Companions:	SB 341 West, Royce(D) 1-14-21 S Filed	(Identical)
	Last Action:	11- 9-20 H Filed	
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.	
	Last Action:	11- 9-20 H Filed	
HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.	
	Companions:	HB 4364 Cain, Briscoe(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.	
	Companions:	HB 245 Farrar, Jessica(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	

AMERICAN OVERSIGHT

HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.	
	Companions:	HB 4758 Lopez, Ray (F)(D) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.	
	Last Action:	11- 9-20 H Filed	
HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.	
	Companions:	HB 873 Collier, Nicole(D) (Identical) 12-18-20 H Filed SB 474 Lucio, Eddie(D) (Identical) 1-27-21 S Filed	
	Last Action:	11- 9-20 H Filed	
HB 397	Frank, James(R)	Relating to comparisons of state budgets made by the Legislative Budget Board.	
	Companions:	HB 689 Frank, James(R) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 399	Shaheen, Matt(R)	Relating to a dog's restraint and shelter.	
	Companions:	HB 3940 Shaheen, Matt(R) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 409	Cortez, Philip(D)	Relating to waivers for entrance fees to state parks and certain hunting and fishing license fees for resident first responders.	
	Last Action:	11- 9-20 H Filed	
HB 415	Walle, Armando(D)	Relating to doula services, including Medicaid coverage of doula services.	
	Last Action:	11- 9-20 H Filed	

AMERICAN OVERSIGHT

HB 425	King, Ken(R)	Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.	
	Last Action:	11-10-20 H Filed	
HB 426	King, Ken(R)	Relating to the release of deer by certain deer breeder facilities to a low-fenced site.	
	Last Action:	11-10-20 H Filed	
HB 429	King, Ken(R)	Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.	
	Last Action:	11-10-20 H Filed	
HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.	
	Companions:	HB 376 King, Ken(R)	(Refiled from 86R Session)
	Last Action:	11-10-20 H Filed	
HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.	
	Companions:	SB 151 Johnson, Nathan(D) 11-10-20 S Filed	(Identical)
	Last Action:	11-10-20 H Filed	
HB 442	Israel, Celia(D)	Relating to the prima facie speed limit on certain streets and highways.	
	Last Action:	11-10-20 H Filed	
HB 447	Moody, Joe(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.	
	Companions:	SB 1581 West, Royce(D)	(Refiled from 86R Session)
	Last Action:	11-10-20 H Filed	
HB 494	White, James(R)	Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.	

AMERICAN OVERSIGHT

		Companions:	HB 2702	White, James(R) (Refiled from 86R Session)
			HB 984	White, James(R) (Identical)
			1- 6-21 H Filed	
		Last Action:	11-10-20 H Filed	
	HB 515	Oliverson, Tom(R)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
		Companions:	HB 522	Johnson, Julie(D) (Identical)
			11-10-20 H Filed	
			HB 980	Fierro, Art(D) (Identical)
			1- 6-21 H Filed	
			SB 228	Blanco, Cesar (F)(D) (Identical)
			12- 3-20 S Filed	
		Last Action:	11-10-20 H Filed	
	HB 520	Beckley, Michelle(D)	Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.	
		Companions:	HB 2312	Beckley, Michelle (F)(D) (Refiled from 86R Session)
		Last Action:	11-10-20 H Filed	
	HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
		Companions:	HB 515	Oliverson, Tom(R) (Identical)
			11-10-20 H Filed	
			HB 980	Fierro, Art(D) (Identical)
			1- 6-21 H Filed	
			SB 228	Blanco, Cesar (F)(D) (Identical)
			12- 3-20 S Filed	
		Last Action:	11-10-20 H Filed	
	HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	
		Last Action:	11-12-20 H Filed	
	HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.	

AMERICAN OVERSIGHT

		Last Action:	11-12-20 H Filed
	HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.
		Last Action:	11-13-20 H Filed
	HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.
		Last Action:	11-13-20 H Filed
	HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.
		Companions:	HB 4547 Wray, John(R) (Refiled from 86R Session)
		Last Action:	11-16-20 H Filed
	HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.
		Last Action:	11-17-20 H Filed
	HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
		Companions:	SB 227 Paxton, Angela(R) (Identical) 12- 2-20 S Filed
		Last Action:	11-17-20 H Filed
	HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
		Last Action:	11-17-20 H Filed
	HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded program to be known as the Healthy Texas Program.
		Last Action:	11-18-20 H Filed
	HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
		Last Action:	11-18-20 H Filed

AMERICAN OVERSIGHT

HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
Last Action:	11-24-20 H Filed	
HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
Last Action:	11-24-20 H Filed	
HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at below-market rates to low-income and moderate-income households.
Last Action:	11-24-20 H Filed	
HB 650	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation by certain taxing units of a portion of the appraised value of the residence homestead of the parent or guardian of a person who is disabled.
Last Action:	11-24-20 H Filed	
HB 665	Landgraf, Brooks(R)	Relating to an emergency rule adopted by a state agency during certain periods of disaster.
Companions:	SB 525 Buckingham, Dawn(R) (Identical) 1-29-21 S Filed	
Last Action:	11-30-20 H Filed	
HB 666	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.
Companions:	HB 668 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed	
Last Action:	11-30-20 H Filed	
HB 668	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.
Companions:	HB 666 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed	
Last Action:	11-30-20 H Filed	

AMERICAN OVERSIGHT

HB 671	Martinez, Armando(D)	Relating to establishment of the disaster identification system for a declared state of disaster.
Companions:	SB 328	Lucio, Eddie(D) (Identical) 1-12-21 S Filed
Last Action:	11-30-20 H Filed	
HB 687	Lozano, Jose(R)	Relating to the prosecution and punishment of the offense of smuggling of persons.
Companions:	HB 903	Lozano, Jose(R) (Refiled from 86R Session)
	SB 2009	Lucio, Eddie(D) (Refiled from 86R Session)
	SB 576	Hinojosa, Chuy(D) (Identical) 2- 3-21 S Filed
Last Action:	12- 1-20 H Filed	
HB 705	Moody, Joe(D)	Relating to the provision of recovery community organization peer-to-peer services under Medicaid.
Last Action:	12- 2-20 H Filed	
HB 714	Reynolds, Ron(D)	Relating to the establishment of the Texas Environmental Justice Advisory Council.
Companions:	HB 1491	Reynolds, Ron(D) (Refiled from 86R Session)
Last Action:	12- 3-20 H Filed	
HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.
Last Action:	12- 8-20 H Filed	
HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.
Last Action:	12-11-20 H Filed	
HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.

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		Last Action:	12-14-20 H Filed
	HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and educational opportunities in certain regions of this state.
		Companions:	HB 3565 White, James(R) (Refiled from 86R Session) SB 2380 Hughes, Bryan(R) (Refiled from 86R Session)
		Last Action:	12-14-20 H Filed
	HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.
		Last Action:	12-17-20 H Filed
	HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.
		Companions:	HB 386 Pacheco, Leo(D) (Identical) 11- 9-20 H Filed SB 474 Lucio, Eddie(D) (Identical) 1-27-21 S Filed
		Last Action:	12-18-20 H Filed
	HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.
		Last Action:	12-22-20 H Filed
	HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
		Last Action:	12-22-20 H Filed
	HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
		Last Action:	12-22-20 H Filed
	HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.

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	Last Action:	1- 4-21 H Filed
HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.
	Companions:	HB 2160 Raymond, Richard(D) (Refiled from 86R Session)
	Last Action:	1- 4-21 H Filed
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.
	Last Action:	1- 5-21 H Filed
HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed
	Last Action:	1- 5-21 H Filed
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.
	Companions:	HB 928 Anchia, Rafael(D) (Refiled from 86R Session)
	Last Action:	1-11-21 H Filed
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
	Last Action:	1-11-21 H Filed
HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.
	Last Action:	1-11-21 H Filed
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.

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	Companions:	SB 395 Perry, Charles(R) (Identical) 1-22-21 S Filed
	Last Action:	1-12-21 H Filed
HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.
	Last Action:	1-13-21 H Filed
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.
	Last Action:	1-14-21 H Filed
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.
	Last Action:	1-14-21 H Filed
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.
	Last Action:	1-15-21 H Filed
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.
	Last Action:	1-15-21 H Filed
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.
	Last Action:	1-19-21 H Filed
HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.
	Last Action:	1-21-21 H Filed
HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
	Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session)

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	Last Action:	1-21-21 H Filed
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.
	Last Action:	1-22-21 H Filed
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.
	Last Action:	1-22-21 H Filed
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.
	Last Action:	1-25-21 H Filed
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.
	Last Action:	1-26-21 H Filed
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.
	Last Action:	1-27-21 H Filed
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	SB 506 Nichols, Robert(R) (Identical) 1-28-21 S Filed
	Last Action:	1-28-21 H Filed
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-space land following a transfer between family members.
	Companions:	HB 1188 Hefner, Cole(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.
	Last Action:	1-29-21 H Filed
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.

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	Companions:	SB 472 Kolkhorst, Lois(R) (Identical) 1-27-21 S Filed
	Last Action:	1-29-21 H Filed
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.
	Companions:	HB 3997 Sheffield, J.D.(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.
	Last Action:	2- 1-21 H Filed
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.
	Last Action:	2- 1-21 H Filed
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.
	Last Action:	2- 3-21 H Filed
HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.
	Last Action:	11-24-20 H Filed
HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.
	Last Action:	11-24-20 H Filed
HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for legislative review or approval of state agency rules.
	Companions:	HJR 88 Swanson, Valoree(R) (Refiled from

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	HJR 149	Toth, Steve(R)	86R Session) (Refiled from 86R Session)

Last Action: 11- 9-20 H Filed

HJR 11 — Reynolds, Ron(D)

Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.

Companions:

HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)
SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
HJR 28	Larson, Lyle(R) 11-12-20 H Filed	(Identical)

Last Action: 11- 9-20 H Filed

HJR 13 — Canales, Terry(D)

Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.

Companions:

SJR 8	Rodriguez, Jose(D)	(Refiled from 86R Session)
SJR 16	Eckhardt, Sarah (F)(D) 11-12-20 S Filed	(Identical)

Last Action: 11- 9-20 H Filed

HJR 15 — Vasut, Cody (F)(R)

Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.

Last Action: 1-12-21 H Filed

HJR 17 — Zwiener, Erin(D)

Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property harvesting rainwater or graywater.

Last Action: 11- 9-20 H Filed

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HJR 28	Larson, Lyle(R)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.	
Companions:	HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)
	SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 11	Reynolds, Ron(D) 11- 9-20 H Filed	(Identical)
Last Action:	11-12-20 H Filed		
HJR 34	Raymond, Richard(D)	Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.	
Companions:	HJR 15	Raymond, Richard(D)	(Refiled from 86R Session)
Last Action:	11-24-20 H Filed		
HJR 59	Howard, Donna(D)	Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.	
Last Action:	1-11-21 H Filed		
HJR 60	Anchia, Rafael(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.	
Companions:	SJR 20	Johnson, Nathan(D) 1-11-21 S Filed	(Identical)
Last Action:	1-11-21 H Filed		
HJR 65	Vasut, Cody (F)(R)	Proposing a constitutional amendment requiring the governor to call the legislature into special session on petition of at least two-thirds of the members of each house of the legislature.	

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	Last Action:	1-13-21 H Filed
SB 1	Nelson, Jane(R)	General Appropriations Bill.
	Last Action:	3- 2-21 S Meeting set for 9:00 A.M., E1.036, Senate Finance
SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.
	Last Action:	11- 9-20 S Filed
SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.
	Last Action:	11- 9-20 S Filed
SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.
	Last Action:	11- 9-20 S Filed
SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions.
	Companions:	HB 94 Reynolds, Ron(D) (Identical) 11- 9-20 H Filed
	Last Action:	11- 9-20 S Filed
SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
	Last Action:	11- 9-20 S Filed
SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
	Last Action:	11- 9-20 S Filed
SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.
	Last Action:	11- 9-20 S Filed

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SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.	
	Companions:	HB 415 Guerra, Bobby(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 S Filed	
SB 151	Johnson, Nathan(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.	
	Companions:	HB 439 Canales, Terry(D)	(Identical)
		11-10-20 H Filed	
	Last Action:	11-10-20 S Filed	
SB 152	Perry, Charles(R)	Relating to the regulation of groundwater conservation districts.	
	Companions:	HB 666 Harris, Cody(R)	(Identical)
		11-30-20 H Filed	
		HB 668 Harris, Cody(R)	(Identical)
		11-30-20 H Filed	
	Last Action:	11-10-20 S Filed	
SB 154	Perry, Charles(R)	Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.	
	Last Action:	11-10-20 S Filed	
SB 157	Perry, Charles(R)	Relating to eminent domain reporting requirements for certain entities.	
	Last Action:	11-10-20 S Filed	
SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
	Companions:	HB 515 Oliverson, Tom(R)	(Identical)
		11-10-20 H Filed	
		HB 522 Johnson, Julie(D)	(Identical)
		11-10-20 H Filed	
		HB 980 Fierro, Art(D)	(Identical)
		1- 6-21 H Filed	

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		Last Action:	12- 3-20 S Filed
	SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.
		Last Action:	12-17-20 S Filed
	SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients.
		Last Action:	12-17-20 S Filed
	SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.
		Last Action:	12-22-20 S Filed
	SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.
		Last Action:	1-11-21 S Filed
	SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
		Last Action:	1-11-21 S Filed
	SB 336	Johnson, Nathan(D)	Relating to egg grading.
		Last Action:	1-13-21 S Filed
	SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
		Companions:	HB 1070 Harris, Cody(R) (Identical) 1-12-21 H Filed
		Last Action:	1-22-21 S Filed
	SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.
		Companions:	HB 974 Price, Four(R) (Identical) 1- 5-21 H Filed
		Last Action:	1-25-21 S Filed

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SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.	
	Last Action:	1-25-21 S Filed	
SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.	
	Last Action:	1-26-21 S Filed	
SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.	
	Companions:	HB 1480 Cyrier, John(R) (Identical) 1-29-21 H Filed	
	Last Action:	1-27-21 S Filed	
SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.	
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 11- 9-20 H Filed HB 873 Collier, Nicole(D) (Identical) 12-18-20 H Filed	
	Last Action:	1-27-21 S Filed	
SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.	
	Companions:	HB 1446 Ashby, Trent(R) (Identical) 1-28-21 H Filed	
	Last Action:	1-28-21 S Filed	
SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.	
	Last Action:	2- 1-21 S Filed	
SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.	
	Last Action:	2- 2-21 S Filed	
SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.	
	Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session)	

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	SB 2009	Lucio, Eddie(D)	(Refiled from 86R Session)
	HB 687	Lozano, Jose(R)	(Identical)
		12- 1-20 H Filed	
Last Action:	2- 3-21 S Filed		
SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.	
Companions:	SJR 8	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 13	Canales, Terry(D)	(Identical)
		11- 9-20 H Filed	
Last Action:	11-12-20 S Filed		
SJR 20	Johnson, Nathan(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.	
Companions:	HJR 60	Anchia, Rafael(D)	(Identical)
		1-11-21 H Filed	
Last Action:	1-11-21 S Filed		
SR 1	Whitmire, John(D)	Caucus resolution.	
Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)		
SR 2	Hughes, Bryan(R)	Senate rules.	
Last Action:	1-13-21 S Passed		
SR 4	Huffman, Joan(R)	Resolution that establishes Redistricting Committee.	
Last Action:	1-13-21 S Passed		

	All	**Track**
Total Bills:	155	155

Track(s):

Position: (None)

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From: U.S.-Russia Chamber of Commerce <info@usrussiacc.org>
Sent: Friday, February 19, 2021 6:14 PM EST
To: Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>
Subject: USRCC Business Newsletter, Issue 311, February 2021

WARNING: This email originated from outside of the Texas Department of Agriculture email system. DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

February 2021 | **ISSUE No. 311| USRCC Business Newsletter**

■ USRCC Membership

Are you taking advantage of your USRCC Member Benefits?

The U.S.-Russia Chamber of Commerce provides a variety of Membership options to fit your business needs and goals. Renew your membership or join for the first time today!

For more information ***click here.***

■ Member's News

Shell Sells Non-core Canadian Shale Assets to Crescent Point Energy

Shell.com, February 17, 2020: Royal Dutch Shell plc, through its affiliate Shell Canada Energy ("Shell"), has reached an agreement with publicly listed Canadian energy company Crescent Point Energy Corp. ("Crescent Point") to sell its Duvernay shale light oil position in Alberta, Canada for a total consideration of $707 million (C$900 million). The transaction has an effective date of January 1, 2021. The consideration is comprised of $550 million in cash and 50 million shares (valued at $157 million) in Crescent Point Energy common stock (TSX:CPG). Subject to regulatory approvals, the transaction is expected to close in April 2021. ***Read more…***

Gazprom Strengthening Its Gas Processing Business

Gazprom.com, February 17, 2020: The Gazprom Board of Directors expressed its approval of the Company's ongoing efforts on expanding gas processing facilities and promoting cutting-edge technologies in the segment. It was noted that Gazprom is actively strengthening its gas processing business, primarily due to the growing share of multi-component gas in the Company's production mix. ***Read more…***

Lukoil to Save Water Resources in Komi Republic

Lukoil.com, February 18, 2020: As part of its effort to minimize impact on water bodies of the Komi Republic, LUKOIL commissioned new water treatment facilities and commenced closed loop steam generation at its oil mines in Yarega, Pervomaisky and Nizhny Domanik settlements. Earlier on, the company had already installed a water reuse system at Yarega field. The steam, injected in the subsurface, is condensed in water that is brought back together with produced oil. ***Read more…***

■ USRCC Upcoming Events

The 11 Annual Welcome Reception Honoring Delegations from Russia, Kazakhstan and Azerbaijan at the Offshore Technology Conference (OTC 2021)

The USRCC's OTC Reception is attended by more than 300 international business professionals, including, leading experts from oil and gas/energy industry, investors, suppliers, and government officials.

The USRCC's OTC Reception provides energy professionals the opportunity to meet and exchange ideas and opinions to advance scientific and technical knowledge for offshore resources and environmental matters.

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EVENT REGISTRATION:

Tuesday, August 17, 2021 | 6:00 pm – 9:00 pm CST

Hotel ZAZA | Fountain Room
5701 Main Street, Houston, TX 77005

CLICK HERE TO REGISTER

USRCC Members - $50 | Non-members - $100

"Pay at the Door" Option will be available at:
USRCC Members - $55 | Non-Members - $110

Registration deadline: COB Monday, August 16, 2021
Refunds will not be issued after August 13, 2021

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■ **USRCC's Bilateral Trade Report**

The Updated U.S.-Russia Bilateral Trade Report is available *here.*

The Report includes statistics by years and states according to the United States Census Bureau for the years 2010-2019, as well as of exports and imports to Russia according to the United States Census Bureau for the January 2020-March 2020.

■ **USRCC Announcement**

The USRCC Member is seeking business representative in Russia

Here are the key requirements:

- The company / individual should have the industry contacts in dealing with Sulphur plants, CO_2 capture and/or academics;
- The representative should have a working knowledge of the amine industry;
- The representative should have the understanding of how business works in the Russian region;
- The company / individual could have represented tray vendors, solvent suppliers, other software, or Engineering, Procurement and Construction company.

For more details please contact: info@usrussiacc.org
Please indicate in subject line "Russian Representative"

■ **This Week in Review**

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Russian Govt Working on Expanding EPT to Highly Depleted Fields with Superviscous Oil Reserves - Novak

Interfax.com, February 19, 2021: The Russian government is working on the possibility of expanding the excess profit tax (EPT) regime for the oil and gas sector to highly depleted fields with viscous and supervisous oil reserves, Deputy Prime Minister Alexander Novak wrote in a column for Energy Policy magazine. Novak said that in 2020, the tax legislation in the oil and gas production sphere had been amended, which had influenced the sector's economy. ***Read more...***

Gazprom Neft Boosts Marine Fuel Sales by 3.5 Times in 2020

Tass.com, February 18, 2021: Gazpromneft Marine Bunker increased board to board sales of MARPOL compliant marine fuel by 3.5 times to 1.1 mln in 2020, the bunkering business operator of Gazprom Neft says on Thursday. Fuel sales in 2020 enabled the company to capture over 20% of low-sulfur and ultra low-sulfur bunker fuel in Russia. ***Read more...***

Russia Re-Opens to Foreign Students, Easing Coronavirus Travel Ban

Russiabusinesstoday.com, February 18, 2021: Russia is re-opening its borders to foreign students who show two negative coronavirus tests and arrive from countries with flight resumption agreements in place, authorities said Tuesday. More than 300,000 international students are estimated to have been unable to enter Russia due to the pandemic. Russian universities resumed in-person courses earlier in February after nearly three months of remote learning during the fall semester. ***Read more...***

Official Says Russia's Greenhouse Gas Emission Falls by 2% in 2020

1prime.biz, February 16, 2021: Russia's greenhouse gas emissions decreased by about 2% in 2020 as the economy contracted, Deputy Director of the Global Climate and Environment Institute of the Federal Hydrometeorology and Environment Monitoring Service Alexander Nakhutin said on Tuesday. He said that the mineral resource sector contributes most to the greenhouse gas production. Power production from coal, oil, gas and other combustible fuel accounts for 79% of all emissions. ***Read more...***

Russia's Far East Aims for Unexpected Climate Target: Net Zero by 2025

Reuters.com, February 19, 2021: Fossil fuel-rich Russia may not be known as a leader on climate action - but in the country's remote far east, authorities have launched an unexpected experiment: an effort to try out carbon trading and reach net-zero planet-heating emissions by 2025. The government of the Russian island region of Sakhalin, in the Pacific Ocean north of Japan, is planning tax breaks, charging stations and dedicated parking lots for electric vehicles, alongside a ban on all petrol and diesel cars by 2035. ***Read more...***

Russia Re-Opens to Foreigners with Work Visas

Themoscowtimes.com, February 19, 2021: Foreign nationals may now enter Russia for work purposes as long as their employer obtains permission ahead of time, according to a decree published by the Russian government Friday. The decree, which went into effect on Feb. 16, follows a nearly yearlong suspension on most foreign arrivals to Russia prompted by the coronavirus pandemic. ***Read more...***

OFAC Enters Into $507,375 Settlement with BitPay, Inc. for Apparent Violations of Multiple Sanctions Programs Related to Digital Currency Transactions

Home.treasury.gov, February 18, 2021: BitPay, Inc. ("BitPay"), a private company based in Atlanta, Georgia, that offers a payment processing solution for merchants to accept digital currency as payment for goods and services, has agreed to remit $507,375 to settle its potential civil liability for 2,102 apparent violations of multiple sanctions programs. BitPay allowed persons who appear to have been located in the Crimea region of Ukraine, Cuba, North Korea, Iran, Sudan, and Syria to transact with merchants in the United States and elsewhere using digital currency on BitPay's platform even though BitPay had location information, including Internet Protocol (IP) addresses and other location data, about those persons prior to effecting the transactions. ***Read more...***

■ **Houston-Tyumen Sister Cities**

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An Increase in Industrial Production is Recorded in the Tyumen Region

Tmn.aif.ru, February 19, 2021: At the end of 2020, a significant increase in industrial production is observed in the Tyumen region (121.5% against the level of 2019 in comparable prices). Manufacturing industries have a decisive influence on the dynamics of the industry (151.7% by 2019). The implementation of investment projects continues, with the largest volume of investments directed to the manufacturing sector, according to the regional department of economics. ***Read more...***

■ **CIS Business News**

Azerbaijan Launches New Program on Innovative Startup Ecosystem

Azernews.az, February 17, 2021: Azerbaijan has launched a new program aimed to form an innovative startup ecosystem and infrastructure in the country's economy amid the rapid development of technologies. The opening ceremony of the "Azerbaijan 500 ASAN Startup" program was held in the videoconference format on February 15. During the ceremony, it was noted that this program will help increase the knowledge and skills of local startups and their access to investors. ***Read more...***

Shymkent Launches 20 MW Capacity Solar Power Plant Worth $15 Million

Astanatimes.com, February 17, 2021: A new 20 MW capacity solar power plant, the third in Shymkent, has started operating in the Aikol residential area, the Kazakh Invest National Company press service reported. The power plant covers the area of 50 hectares. The project, worth 6.2 billion tenge (US$14.7 million), has already attracted foreign investors. The city authorities and the Kazakh Invest National Company supported the implementation of the investment project. ***Read more...***

Belarus, Russia sign agreement on transshipment of oil products

Eng.belta.by, February 19, 2021: Belarus and Russia signed an agreement on transshipment of Belarusian oil products via Russian ports. The document was signed by Belarus' Transport and Communications Minister Aleksei Avramenko and Russian Minister of Transport Vitaly Saveliyev in Moscow on 19 February, BelTA has learned. ***Read more...***

■ **US-Russia Related News in Russian**
■ **Новости недели**

НОВАТЭК Заявил о Планах Привлечь $11 млрд на Новый Проект

Rbc.ru, Февраль 18, 2021: НОВАТЭК рассчитывает завершить привлечение внешнего финансирования для своего второго производства СПГ «Арктик СПГ-2» в объеме примерно $11 млрд к концу первого полугодия 2021 года. Об этом 18 февраля заявил зампред правления компании Марк Джетвэй на телеконференции, посвященной финансовым результатам компании за прошлый год. ***Читать далее...***

Минэкономразвития Обсуждает с Министерствами Дополнительные Меры Поддержки Бизнеса

Tass.ru, Февраль 19, 2021: Минэкономразвития России обсуждает внутри ведомства и с другими министерствами дополнительные меры поддержки бизнеса, в частности льготную кредитную поддержку, сообщили ТАСС в пресс-службе Минэкономразвития. В МЭР отметили, что правительство РФ при этом в первую очередь руководствуется целью сохранить занятость и поддержать рабочие места. ***Читать далее...***

Минфин Подготовил Меры по Повышению Собираемости Налогов

Ria.ru, Февраль 19, 2021: Минфин России подготовил законопроект, содержащий меры поддержки некоторых пострадавших отраслей, а также меры по повышению эффективности налоговой системы и собираемости налогов без увеличения фискальной нагрузки для населения и бизнеса, говорится в сообщении министерства со ссылкой на замминистра финансов Алексея Сазанова. ***Читать далее...***

AMERICAN OVERSIGHT

Роснедра Могут Выставить на Продажу Новые Участки в ЯНАО

Kommersant.ru, Февраль 17, 2021: Роснедра планируют выставить в этом году на аукционы крупные Хараеганский и Логасъеганский участки в Ямало-Ненецком АО с общей ресурсной базой в 235 млн тонн нефти. По данным "Ъ", они могут заинтересовать «Роснефть» и «Сургутнефтегаз», чьи активы расположены рядом. Однако затруднить продажу может то, что частично объекты расположены на особо охраняемых природных территориях (ООПТ) или затрагивают подъезды к ним. Но у «Роснефти» уже получалось добиться участков в схожих условиях по согласованию с местными властями. ***Читать далее...***

Юридический Адрес Могут Заменить Электронным

Iz.ru, Февраль 19, 2020: В правительстве планируют упростить регистрацию бизнеса. Физический адрес заменят электронной почтой, это будет так называемый Business ID. Нововведение прорабатывают в Минэке, Минфине и ФНС. Инициатива позволит предпринимателям сэкономить. Особенно это выгодно небольшому бизнесу. ***Читать далее...***

GET INVOLVED

The USRCC is looking for new team members!

Volunteers play a key role and the contributions they make impact the day-to-day functions of the chamber and shape the future of the relationship between Russia and the U.S.

There are many ways you can get involved with the USRCC. Whether you are an experienced leader or a student, there is a place for you. By volunteering you can be at the very center of our high-profile events held in Houston, Chicago and New York City and interact with influential leaders in the U.S.-Russia trade and investment.

To learn more about the position
click here
or contact us directly at **info@usrussiacc.org**
call 713.429.4680

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AMERICAN OVERSIGHT

The U.S.-Russia Chamber of Commerce (USRCC) is a 501(c)(6) not for profit corporation with its headquarters in Houston, Texas, and offices in the Midwest and the Northeast. The USRCC was established in 2009 to promote trade and investment between the Russian Federation and the U.S.A.
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U.S.-Russia Chamber of Commerce
2900 Wilcrest Drive
Suite 133
Houston, TX 77042

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From: San Antonio Express-News <email@mailer.expressnews.hearstdigitalnews.com>
Sent: Friday, January 22, 2021 10:30 AM EST
To: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Subject: Before Anaqua Springs shootings, four 911 calls

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New details in Anaqua Springs case

Dear readers,

On Jan. 10, 2019, a shocking discovery rocked the gated Anaqua Springs Ranch subdivision near Leon Springs. San Antonio hairstylist Nichol Leila Olsen, 37, and her two daughters were found shot to death at a home owned by Olsen's boyfriend.

Within days, the Bexar County Medical Examiner's Office declared Olsen's death a suicide and her daughters' deaths homicides. But the sheriff's office investigation continues, more than two years later. Peggy O'Hare has been covering the story from the start and has the latest development below.

—*Cameron Songer, newsletter editor*

In quick succession, someone made four 911 calls before Anaqua Springs shootings

Someone used Nichol Leila Olsen's cellphone to call 911 four times within two minutes late on the night before she and her two daughters were found shot to death at her boyfriend's home outside San Antonio two years ago, phone records show.

They were the last calls made from Olsen's phone, according to a page from her phone bill obtained by the San Antonio Express-News. None resulted in a conversation, though a 911 operator tried to return one of the calls, Sheriff Javier Salazar confirmed.

Here's what we know about the calls and why the Bexar County Sheriff's Office didn't send any deputies to respond.

ABOUT THE AUTHOR

Peggy O'Hare reports on the census, demographics and occasionally crime and general assignments for the San Antonio Express-News' Metro Desk. She joined the Express-News in April 2013. She is a former reporter at the Houston Chronicle, where she worked for 11 years. She is a graduate of Texas A&M University.

MORE ON THIS CASE

AMERICAN OVERSIGHT

A single mother, her millionaire boyfriend and how their storybook romance ended in horror

Charlie Wheeler and Nichol Olsen came from different worlds. He was raised amid comfort, horses and Christian faith. Her past was marked by loss and hardship. They met on Instagram and seemed meant for each other. Then tragedy struck.

Bexar County sheriff says Anaqua Springs investigation fell short

Bexar County Sheriff Javier Salazar said he reassigned the almost 2-year-old probe of the shooting deaths of a mother and her two daughters to a cold case detective because his department's original investigation was insufficient.

"Quite frankly, I don't think a full-on effort was made," Salazar said of the initial investigation of the deaths of San Antonio hairstylist Nichol Leila Olsen, 37, and her daughters, Alexa Denice Montez, 16, and London Sophia Bribiescas, 10.

Sheriff sends Anaqua Springs shooting deaths case back to investigators for more scrutiny

Bexar County Sheriff Javier Salazar sent a long-awaited final report on the shooting deaths of a mother and her two daughters back to his detectives for further scrutiny — trading insults with a lawyer for the family of one of the girls in the process.

Father of child slain in Anaqua Springs shootings sues mom's boyfriend

Hector Bribiescas, the father of London Sophia Bribiescas, who was a Leon Springs Elementary School fifth grader, accused Charles Edward Wheeler, 33, of Austin, of negligence and is seeking more than $1 million in damages.

Second lawsuit filed against Wheeler for Anaqua Springs shooting deaths

Carlos Montez Jr. of San Antonio, the father of Clark High School sophomore and cheerleader Alexa Denice Montez, 16, has sued Charles Edward Wheeler, 33, accusing him of gross negligence and seeking wrongful death, survival and exemplary damages of more than $1 million.

Charles Wheeler, scrutinized after Anaqua Springs shooting, is sued for collision that led to DWI arrest

An attorney for two people suing the former Bexar County resident for a November collision in Austin said Wheeler became belligerent with his clients and tried to leave before police arrived.

About this newsletter

Top Stories is an exclusive newsletter for San Antonio Express-News subscribers. We will send you a first look at some of our stories before they appear in print and showcase our best community-focused journalism. If you know someone who would like this newsletter, encourage them to subscribe to the Express-News.

AMERICAN OVERSIGHT

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AMERICAN OVERSIGHT

From: Lorraine Miller <Lorraine.Miller@TexasAgriculture.gov>
Sent: Monday, January 25, 2021 2:48 PM EST
To: Lorraine Miller <Lorraine.Miller@TexasAgriculture.gov>
Subject: FW: Next Saturday: Jan 30 @ 9 a.m.
Attachment(s): "Arboretum Jan 30 waiver.pdf"

From: Marni S. Fidler <shinewithmarni@gmail.com>
Sent: Monday, January 25, 2021 1:37 PM
Subject: Fwd: Next Saturday: Jan 30 @ 9 a.m.

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Liability Waiver is attached if you would like to complete it before attending - this will save time and keep you distanced from the other participants!
Hope to see you there!!!
(*NO Classes this Wednesday)

Thank you so very much!
Marni

ShineWithMarni@gmail.com
on **Facebook** at
https://www.facebook.com/shinewithmarni/?pnref=lhc
on **Instagram** at
https://www.instagram.com/shinewithmarni/
Donations accepted via **PayPal** or **Venmo** https://venmo.com/
Search for "shinewithmarni@gmail.com" to contribute
(*PayPal: use Friend, not Business, to avoid fees)
THANK YOU!

---------- Forwarded message ---------
From: **Marni S. Fidler** <shinewithmarni@gmail.com>
Date: Thu, Jan 21, 2021 at 9:13 AM
Subject: Next Saturday: Jan 30 @ 9 a.m.
To:

FREE event at The Arboretum
Class starts at 9:00 a.m.
Liability Waivers will need to be signed on sight ***OR bring yours already completed!
Like/Share - #strongertogether

https://www.facebook.com/events/852316278923324/?acontext=%7B%22event_action_history%22%3A[%7B%22mechanism%22%3A%22calendar_tab_event%22%2C%22surface%22%3A%22bookmark_calendar%22%7D]%7D

If you do not have a Facebook account, please email me/Reply for any details. No RSVP required. OUTDOOR and Social Distanced.

The Arboretum
1000 Research Blvd
Austin, TX 78759
(Just off 183 in Northwest Austin)
https://www.google.com/maps/dir//The+Arboretum,+10000+Research+Blvd,+Austin,+TX+78759/@30.3922496,-97.8182413,12z/data=!4m8!4m7!1m0!1m5!1m1!1s0x8644cb809483b7c5:0xcc7aa2ff4444293a!2m2!1d-97.7482011!2d30.3922683

*Rain Date: Saturday, Feb 13

ShineWithMarni@gmail.com
on **Facebook** at
https://www.facebook.com/shinewithmarni/?pnref=lhc
on **Instagram** at
https://www.instagram.com/shinewithmarni/
Donations accepted via **PayPal** or **Venmo** https://venmo.com/
Search for "shinewithmarni@gmail.com" to contribute
(*PayPal: use Friend, not Business, to avoid fees)
THANK YOU!

AMERICAN OVERSIGHT

WASHINGTON
PRIME GROUP

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PARENTAL CONSENT

Name of Participant: _____ Age:____ D.O.B._____

Name of Participant's Parent:_____
(If Participant is under the age of 18 years)

Address: _____
(Street Address) (City) (State) (Zip Code)

Email Address:_____

Telephone-Home:_____ Telephone-Cell:_____

In consideration for being allowed to participate in Find Your Fit: Cardio & Tone (the "Event"), sponsored by The Arboretum and held on January 30, 2021 (the "Event Date") I, the undersigned, understand, acknowledge, appreciate, and agree that:

1. I fully understand that participation in the Event involves risks and dangers of serious bodily injury, including, without limitation, disability, paralysis and death (the "Risks"). I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, associated with my participation in the Event, and, understanding such Risks, I represent that I voluntarily desire to participate in the Event.

2. I fully understand that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or THE NEGLIGENCE OF THE RELEASEES named below; and there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Event.

3. I am in good health and physically capable of participating in the Event. I acknowledge and agree that I, and I alone, am solely responsible for my personal health and safety and the personal property that I bring with me.

4. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.

5. I willingly agree to read all the Event rules and regulations provided by the Sponsor and, at all times while participating in the Event, I will abide by all such rules and regulations.

6. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estates, and next of kin, HEREBY VOLUNTARILY AND FOREVER: (i) RELEASE the Sponsor, each of its respective affiliates, and each of the foregoing parties respective current and former owners, partners, members, officers, directors, trustees, advisors, consultants, employees, agents, volunteers, officials, representatives, successors, assigns and other participants, advertisers and sponsors (collectively 'RELEASEES'), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN THE EVENT, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE ANY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with the my participation in the Event; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in the Event. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim against any of the Release's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim. I understand and agree that this Waiver, Release of Liability, Assumption of Risk, Indemnity Agreement and Parental Consent (if applicable) (the "Agreement") survive my participation in the Event.

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7. I understand that my name, photograph, voice or likeness may be used by the RELEASEES for informational, educational, promotional and/or publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release the RELEASEES from any and all liability arising out of or connected to the use of my name, photograph, voice or likeness as stated above.

I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. I AM AWARE THAT BY SIGNING THIS AGREEEMENT, I AM AGREEING TO ALL OF ITS TERMS INCLUDING WAIVING SIGNIFICANT LEGAL RIGHTS. I AGREE TO THIS AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IF YOU ARE 18 YEARS OR OLDER, PLEASE SIGN HERE.

Signature:_____ Date:_____

Print Name of Participant:_____

IF THE PARTICIPANT IS LESS THAN 18 YEARS OLD (A "MINOR PARTICIPANT"), THEN A PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT MUST SIGN BELOW, WHICH SIGNATURE SHALL CERTIFY THAT SUCH PARENT OR LEGAL GUARDIAN (I) CONFIRMS THAT ALL STATEMENTS MADE ABOVE WITH RESPECT TO SUCH MINOR PARTICIPANT ARE TRUE AND ACCURATE AND (II) MAKES THE SAME CONSENTS, WAIVERS, RELEASES AND OTHER STATEMENTS ON BEHALF OF ITSELF AND ITS MINOR PARTICIPANT, AS ARE SET FORTH ABOVE.

Parent Signature:_____ Date:_____

Print Parent Name:_____

AMERICAN OVERSIGHT

From: Houston Chronicle | Afternoon Report <newsletters@mailer.houstonchronicle.com>
Sent: Tuesday, February 02, 2021 4:11 PM EST
To: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Subject: GOP lawmakers want to close COVID 'loophole' Houston took advantage of

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Houston Chronicle

Afternoon Report

Tuesday, February 2, 2021

TOP STORIES

Houston took advantage of a COVID property tax 'loophole.' GOP lawmakers want to close it.

At least 45 local governments, the city of Houston included, either went over a 3.5 percent limit, or considered doing so by using an escape clause.

Biden's new plan will bring thousands of COVID vaccines to CVS, other retail pharmacies across Texas

CVS Health estimates that it could have as many as 38,000 vaccines available in Texas during the first week of the program.

Abbott leads push to limit COVID liability for Texas businesses

Abbott leads push to limit COVID liability for Texas businesses

Texas is just the latest state to push for such protections after Republicans in Congress tried in vain to get a liability shield included in federal coronavirus relief packages.

Fact-checking Rep. Kevin Brady's claim that Biden ban on new oil leases will kill 120K Texas jobs

President Joe Biden made good on his promise to take action on curbing U.S. emissions when he issued an executive order halting new oil and gas leases on federal lands and water.

See the Houston Chronicle's best photos for Jan. 2021

See the Houston Chronicle's best photos for Jan. 2021

Take a look at our photographers' top photos for the first month of 2021 with our interactive visual essay.

McClain: David Culley has what it takes to handle Texans' turmoil, says Robert Griffin III

Robert Griffin III, who just spent two seasons with David Culley in Baltimore, endorses the Texans' new head coach as he takes on a new challenge.

Editorial: Gov. Abbott's top priority? Partisan pandering.

Editorial: Gov. Abbott's top priority? Partisan pandering.

The governor's State of the State offered plenty of red meat for partisans, little sustenance for struggling Texans, writes the Editorial Board.

AMERICAN OVERSIGHT

10,000 have moved out of Harris County during COVID, data shows

The trend could have implications for Harris County tax collections, real estate investment and the leasing markets.

Everything you need to know about the new COVID vaccines

Everything you need to know about the new COVID vaccines

Experts at Texas A&M and UTMB say the vaccines coming soon from AstraZeneca and Johnson & Johnson are getting closer to emergency approval in the U.S.

Four Houston-area universities team up to elevate African and African American studies

Academics across Houston are looking to pool their resources and talent, creating an academic organization committed to elevating and expanding African and African American Studies scholarship across their campuses.

Texas GOP fires staffer who posted video from Capitol riot

Texas GOP fires staffer who posted video from Capitol riot

The staffer has also published video of himself arguing with an employee of a Washington, D.C., pizzeria over the "Pizzagate" conspiracy theory and has defended the Proud Boys.

Trailblazing Houston doctor Dr. Emil Freireich dies at 93

Trailblazing Houston doctor Dr. Emil Freireich dies at 93

Freireich made extraordinary advances in fighting childhood leukemia and was recognized as a founding father of modern clinical cancer research.

Demand pushes home prices higher in Texas metros

Demand pushes home prices higher in Texas metros

Austin registered the highest home appreciation rate among Texas cities in December, according to CoreLogic.

Alison Cook: Food for thought at new 93 Til in Montrose

Alison Cook: Food for thought at new 93 Til in Montrose

Our food critic fully engaged with each dish — an unexpected treat in a period when simple comfort food has been her salvation.

Marvel fans react as Ted Cruz likens environmentalists to 'Avengers' villain Thanos

On a Monday taping of his podcast, “Verdict with Ted Cruz,” Cruz likened the left to famous names in the comic world.

Exxon Mobil reports $20 billion loss in fourth quarter

Exxon Mobil reports $20 billion loss in fourth quarter

Exxon Mobil reported its fourth straight quarterly loss, capping a challenging 2020 marked indelibly by a global pandemic and the worst oil bust in a generation.

41 spots around Houston to order the best oysters

41 spots around Houston to order the best oysters

Houston restaurants are ready to meet all oyster appetites from simple, unadorned fresh oysters on the half shell to a glamorous presentation.

AMERICAN OVERSIGHT

ConocoPhillips loses $772 million in fourth quarter

ConocoPhillips loses $772 million in fourth quarter

ConocoPhillips reported its second-straight quarterly loss, capping a challenging 2020.

Canadian developer to launch 221-acre community in Magnolia

Canadian developer to launch 221-acre community in Magnolia

The Empire Continental Land community is planned to accommodate 700 homes.

Dems: Trump aimed 'loaded cannon' of supporters at Capitol

Dems: Trump aimed 'loaded cannon' of supporters at Capitol

Donald Trump endangered the lives of all members of Congress when he aimed a mob of supporters “like a loaded cannon” at the U.S. Capitol, House Democrats said Tuesday.

Eric Bieniemy, passed over again: 'Some team has to want me'

Eric Bieniemy, passed over again: 'Some team has to want me'

The Kansas City Chiefs offensive coordinator interviewed for six of the seven job openings, including the Texans' position that was filled by David Culley.

Fort Bend receives 12K doses of vaccine, reopens registration

Fort Bend receives 12K doses of vaccine, reopens registration

Fort Bend County officials announced Tuesday they had received another large shipment of COVID-19 vaccines and re-opened online registration to the public.

Bite into Beyoncé with Dessert Gallery’s Black History Month cookies

The bakery is celebrating famous Black Houstonians with limited-edition cookies this month.

Smith: Uneven college basketball season still searching for rhythm

Smith: Uneven college basketball season still searching for rhythm

It's a shame because the Big 12 is dominating, UH keeps winning big and Baylor-Texas should have been talked up for days, writes columnist Brian T. Smith.

SpaceX SN9 could fly today from South Texas

SpaceX SN9 could fly today from South Texas

The SpaceX SN9 Starship prototype launched more than six miles above South Texas on Tuesday. Like it predecessor, SN9, the SN9 vehicle landed in a fireball.

UH’s Payton Turner shows versatility at Senior Bowl

UH’s Payton Turner shows versatility at Senior Bowl

The defensive lineman put on a rush for NFL scouts as he makes an early move up the draft boards.

We do this in our heads all the time — and it fuels our own pain

We do this in our heads all the time — and it fuels our own pain

Inside our heads, everything is framed around me, myself and I. So how do we fix that?

Podcast: Sorting through the Texans' David Culley hire

Podcast: Sorting through the Texans' David Culley hire

John McClain discusses the Texans’ surprising hire of David Culley as head coach and what it means.

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AMERICAN OVERSIGHT

From: Express-News | The 210 Report <email@mailer.expressnews.com>
Sent: Tuesday, February 02, 2021 3:11 PM EST
To: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Subject: Graham Weston divorce: Accusations of assault, affairs

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San Antonio Express-News

The 210 Report

Tuesday, February 2, 2021

TOP STORIES

One-time billionaire Graham Weston, wife divorcing

One-time billionaire Graham Weston, wife divorcing

A key issue shaping up in the divorce is whether the wealth Graham Weston has amassed over his career is his own or community property that belongs to them both for division by the court.

Bexar County Judge Nelson Wolff asks San Antonio rodeo to postpone event

Wolff says that if the San Antonio Stock Show & Rodeo goes through with the event, it needs to be prepared to be vigilant in enforcing statewide emergency orders to prevent the spread of COVID-19.

No crosses on foreheads — Ash Wednesday will look different this year

COVID-19 has altered life as we know it — and this year, that means area Catholics will receive ashes differently to mark the beginning of Lent.

CVS to start offering COVID-19 vaccinations next week

CVS to start offering COVID-19 vaccinations next week

Starting on Feb. 11, CVS will provide COVID-19 vaccinations to eligible residents at drugstores across Texas, including in San Antonio and Laredo, but there's not much of it yet.

Turns out the best chicken-fried steak S.A. is in your kitchen

Turns out the best chicken-fried steak S.A. is in your kitchen

It starts with cast iron over a grill and ends with crunchy breading that really clings to the meat and a thick, flavorful gravy with plenty of pepper.

Gov. Abbott leads GOP push to limit COVID liability for Texas businesses

Texas is just the latest state to push for such protections after Republicans in Congress tried in vain to get a liability shield included in federal coronavirus relief packages.

Back from D.C., some COVID-positive Texas Guard troops wait it out in a San Antonio hotel

An unknown number of the 1,200 Texas troops who provided security for the presidential inauguration tested positive for the coronavirus in screenings when they returned last week. Some have been sequestered in a San Antonio hotel.

Photos: George Strait slashes price on Dominion hilltop castle

Photos: George Strait slashes price on Dominion hilltop castle

George Strait's lavish estate, perched on a hilltop in the Dominion, was relisted for $7,500,000. The new cost is 15 percent lower than the property's 2019 asking price, which was itself a sharp decrease from the $10 million price tag in 2018.

AMERICAN OVERSIGHT

Skyline: Developer wants to renovate Aurora Apartments and build new complex nearby for residents

San Antonio developer Mitch Meyer has owned the Aurora Apartments in Tobin Hill since 2007.

Accelerator: Tech companies and their sound of silence

Accelerator: Tech companies and their sound of silence

There's another extreme behavior toward the media that's apparently growing in popularity, especially among some tech companies — the silent treatment.

After suffering back-to-back routs, Spurs glad to see Memphis leave town

Having lost consecutive games to the Grizzlies by a total of 48 points, the Spurs are glad to have Minnesota in town. In truth, they would be happy to play anybody else but Memphis.

FAQ: San Antonio city election in May 2021

FAQ: San Antonio city election in May 2021

After a grueling general election in 2020, San Antonians now have local elections to look forward to in May.

Texas lawmakers move to close COVID 'loophole' in property tax relief bill

At least 45 local governments either went over 3.5 percent limit, or considered doing so by using an escape clause.

New executives named at San Antonio's USAA

New executives named at San Antonio's USAA

Paul Vincent was promoted to president of USAA Federal Savings Bank and Neeraj Singh was hired as chief risk officer at USAA.

Everything you need to know about the new COVID vaccines

Everything you need to know about the new COVID vaccines

Experts at Texas A&M and UTMB say the vaccines coming soon from AstraZeneca and Johnson & Johnson are getting closer to emergency approval in the U.S.

San Antonio first to get vaccine supply specifically for homebound seniors

The first shots were administered to at least 140 people by the San Antonio Fire Department.

Second-dose vaccine at Alamodome delayed this week

Second-dose vaccine at Alamodome delayed this week

People scheduled to get the second dose of the coronavirus vaccine at that site will have to wait until mid-February.

Podcast: Fix SAPD rails against 'tilted' collective-bargaining process

Podcast: Fix SAPD rails against 'tilted' collective-bargaining process

The grassroots organization hopes to get a repeal initiative on the city's May ballot.

Take a public art tour of San Antonio's North Side parks, libraries and more

Wildlife blinds at Hardberger Park and oversized tools at the North East Service Center are among the sights to see.

San Antonio Symphony returns to the stage Friday after almost a year off

Safety considerations mean concerts will be shorter than usual, with fewer musicians on stage.

AMERICAN OVERSIGHT

Meet the T. rex of Texas that prowled the area more than 100 million years ago, the Acrocanthosaurus

The Acrocanthosaurus, or acro for short, was one of the largest and deadliest meat-eating dinosaurs back in the day.

TxDOT ends $600 million set-aside for road safety, says protections to be included in new projects

A $600 million down payment on making Texas roadways safer is coming to an end, as highway officials pivot to putting potentially life-saving projects back in the same pile as congestion relief and other priorities.

Self-proclaimed Proud Boy member one of 21 Texans facing charges in connection with Capitol riot

Here are the 21 Texans arrested by the FBI in connection to the deadly Jan. 6 Capitol riots in Washington, D.C.

Ayala: San Antonio sports historian watching Super Bowl, but not especially for the game

I don't speak football, but if coach Tom Flores doesn't get into the Pro Football Hall of Fame this year, fans and supporters will be mighty upset at the voters, sportswriters.

Editorial: Real change in legislation named after George Floyd

Editorial: Real change in legislation named after George Floyd

The legislation carries his name — the George Floyd Act — but the ramifications go beyond one man, one death.

Commentary: Confederate holiday fuels oppression

Commentary: Confederate holiday fuels oppression

The Texas Legislature has another chance to fully recognize civil rights by ending the "holiday."

Commentary: STAAR outcome obvious; test a waste of $90M

Commentary: STAAR outcome obvious; test a waste of $90M

STAAR testing should halt for the school year. It's expensive and education has been uneven for Texas students.

Marvel fans react as Ted Cruz likens 'rabid environmentalists' to Avengers villain Thanos

The senator's remark sparks debate among Marvel fans, many of whom disputed that the theme of environmentalism is central to the series.

SpaceX SN9 could fly today from South Texas, as FAA approves launch

The SpaceX SN9 Starship prototype has received FAA approval and could launch Tuesday from Boca Chica.

Watch new movie 'Bliss' with Owen Wilson, Salma Hayek, a trippy new film on Amazon at home

Also new: "Heartworn Highways," a rarely seen 1976 outlaw country documentary with Townes Van Zandt and Guy Clark in their prime.

Some of S.A.'s best cheesecake is at new Alamo Heights' shop

Some of S.A.'s best cheesecake is at new Alamo Heights' shop

Built around a perfectly creamy cheesecake base with an array of vibrant toppings and ingredients, this is the cheesecake to eat right now.

Lee's El Taco Garage on Broadway now closed for good

Lee's El Taco Garage on Broadway now closed for good

The critically lauded Tex-Mex spot and bar was in business for more than 15 years. Baby Taco Garage next door is still open.

AMERICAN OVERSIGHT

Boys soccer: Clemens' Burris named E-N Player of the Week

Boys soccer: Clemens' Burris named E-N Player of the Week

Clemens senior midfielder Dalin Burris recorded three goals and two assists in an 8-0 win over South San. Burris also had two goals and one assist in a 10-1 win over Judson.

Girls soccer: LEE's Kloza named E-N Player of the Week

Girls soccer: LEE's Kloza named E-N Player of the Week

Reagan remains atop the rankings, but LEE made a big jump in the top 10.

Girls basketball: Warren's Ledezma selected as E-N Player of the Week

Steele stays No. 1 in the E-N area rankings with no movement in the top 5.

Boys basketball: Warren's Crocker Johnson named E-N Player of the Week

Warren sophomore Jaylen Crocker Johnson recorded 18 points, 13 rebounds and six blocks in the Warriors' 77-46 win against Taft.

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AMERICAN OVERSIGHT

TX-TDA-21-0334-A-000259

From: Express-News | Daily Headlines <email@mailer.expressnews.com>
Sent: Wednesday, February 03, 2021 5:46 AM EST
To: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Subject: Judge Wolff asks rodeo to follow Fiesta's lead and postpone

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San Antonio Express-News

Daily Headlines

Wednesday, February 3, 2021

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TOP STORIES

'Postpone the rodeo' says Bexar County Judge Nelson Wolff, concerned about spreading COVID-19

Wolff says that if the San Antonio Stock Show & Rodeo goes through with the event, it needs to be prepared to be vigilant in enforcing statewide emergency orders to prevent the spread of COVID-19.

Rackspace co-founder, one-time billionaire Graham Weston and wife ending 26-year marriage

A key issue shaping up in the divorce is whether the wealth Graham Weston has amassed over his career is his own or community property that belongs to them both for division by the court.

Trump's lawyers deny he incited riot as House impeachment managers press their case

In his first formal answer to the "incitement of insurrection" charge against him, Donald Trump's lawyers denied that he was responsible for the Capitol riot or that he intended to interfere with Congress' formalizing of President Joe Biden's election win.

Biden signs immigration orders as Congress awaits more

Biden signs immigration orders as Congress awaits more

President Joe Biden on Tuesday signed a second spate of orders to undo his predecessor's immigration policies, demonstrating the powers of the White House and its limitations without support from Congress.

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AMERICAN OVERSIGHT

LOCAL NEWS

San Antonio health officials discourage school athletics as city adds 15 more COVID-19 deaths

Bexar County's death toll from COVID-19 now sits at 2,167. The region has recorded 357 deaths since Jan. 1.

SpaceX SN9 launches from South Texas, lands in fireball

SpaceX SN9 launches from South Texas, lands in fireball

The SpaceX SN9 Starship prototype launched more than six miles above South Texas on Tuesday. Like it predecessor, SN8, the SN9 vehicle landed in a fireball.

Gov. Abbott leads GOP push to limit COVID liability for Texas businesses

Texas is just the latest state to push for such protections after Republicans in Congress tried in vain to get a liability shield included in federal coronavirus relief packages.

Assistant city manager who oversees Ready to Work, airport is leaving to take charge of Goodwill San Antonio

Carlos Contreras has overseen efforts to makeover San Antonio International Airport in order to attract more flights and employers as well as the formation of the city's Ready to Work program.

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AMERICAN OVERSIGHT

OPINION

Editorial: Real change in legislation named after George Floyd

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The legislation carries his name — the George Floyd Act — but the ramifications go beyond one man and one death.

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The Texas Legislature has another chance to fully recognize civil rights by ending the "holiday."

Commentary: STAAR outcome obvious; test a waste of $90M

Commentary: STAAR outcome obvious; test a waste of $90M

STAAR testing should halt for the school year. It's expensive and education has been uneven for Texas students.

Douthat: Pandemic has been a gift to radicalism

Douthat: Pandemic has been a gift to radicalism

If there's anything we've learned about pandemic life, it's that suspense of ordinary life creates a vacuum that ideology rushes in to fill.

READ MORE OPINION STORIES

BUSINESS

New executives named at San Antonio's USAA

New executives named at San Antonio's USAA

Paul Vincent was promoted to president of USAA Federal Savings Bank and Neeraj Singh was hired as chief risk officer at USAA.

Toyota sees strong start to 2021

Toyota sees strong start to 2021

The Japanese automaker said it soon will allow customers to purchase vehicles entirely online.

Tomlinson: GameStop investors chasing fads will lose in the end

Tomlinson: GameStop investors chasing fads will lose in the end

What started as a pique of frustration among a handful of traders has become a cultural phenomenon. Pundits created a fanciful narrative of David-styled investors slaying Goliath-esque Wall Street traders.

Jeff Bezos, Amazon's founder, will step down as CEO

Jeff Bezos, Amazon's founder, will step down as CEO

Jeff Bezos, who founded Amazon as an online bookstore and built it into a shopping and entertainment behemoth, will step down later this year as CEO, a role he's had for nearly 30 years, to become executive chairman.

READ MORE BUSINESS STORIES

AMERICAN OVERSIGHT

SPORTS

After suffering back-to-back routs, Spurs glad to see Memphis leave town

Having consecutive games to the Grizzlies by a total of 48 points, the Spurs are glad to have Minnesota in town. In truth, they would be happy to play anybody else but Memphis.

Mike Finger: In NBA circus, fan interaction can wait

Mike Finger: In NBA circus, fan interaction can wait

The league still is taking coronavirus protocols so seriously that opposing players are banned from shaking hands after games. So should a player run the risk of winding up in the lap of a fan who cast aside a mask to chug on a Michelob Ultra?

UTSA can use signing day to put finishing touches on 2021 class

UTSA can use signing day to put finishing touches on 2021 class

The Roadrunners have already signed 17 players, giving coach Jeff Traylor the option to bring in a few more newcomers on Wednesday or leave the spots open.

For Texas A&M, recruiting hotbed lies just down the road

For Texas A&M, recruiting hotbed lies just down the road

Under Jimbo Fisher, who'll likely add three more signees to his 2021 class Wednesday, the Aggies have found a host of playmakers in Greater Houston.

READ MORE SPORTS STORIES

Click here to sign up for the Spurs Nation newsletter.

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AMERICAN OVERSIGHT

From: qr@quorumreport.com <qr@quorumreport.com>
Sent: Monday, February 01, 2021 9:10 PM EST
To: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Subject: QR: Abbott unveils five emergency items in State of the State Address

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The Quorum Report website has been updated.

Abbott unveils five emergency items in State of the State Address - Emergency items are expansion of broadband internet access, "election integrity," his version of bail reform, defending police from "defunding police," and civil liability protections for businesses that could face suits stemming from exposure to COVID-19

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*Instead, please visit the contact us page on our **website**.*

AMERICAN OVERSIGHT

From: Food & Beverage Law360 <news-q@law360.com>
Sent: Wednesday, March 03, 2021 3:55 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Black Franchisees Pan McDonald's 'Old-Fashioned Racism'

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FOOD & BEVERAGE

Wednesday, March 3, 2021

TOP NEWS

Black Franchisees Pan McDonald's 'Old-Fashioned Racism'

Two Black McDonald's franchisees have shot back at the fast-food giant's bid to toss their proposed class action alleging bias against Black franchise operators, telling an Illinois federal judge that McDonald's attempt to silence their claims is rooted in "old-fashioned racism."

Response attached | Read full article »

Ex-MillerCoors VP's COVID-19 Release Bid Put On Ice

An Illinois federal judge refused Monday to shorten a former MillerCoors LLC executive's 42-month sentence for stealing more than $8 million from his employer, agreeing with the government he should not be granted compassionate release over COVID-19 concerns because he already contracted the virus and appears to be doing fine.

Order attached | Read full article »

ACLU's Meatpacking Plant COVID-19 Safety Suit Tossed

A Nebraska federal judge has dismissed a suit lodged by ACLU-backed meatpacking workers who claimed the plant where they formerly worked didn't take proper safety precautions to stop the spread of the coronavirus, finding they lack standing because they no longer work at the plant.

Order attached | Read full article »

Instacart Hits $39B Valuation With New $265M Funding Round

Grocery delivery startup Instacart has reached a valuation of $39 billion after receiving $265 million from a group of private investors that includes firms like Andreessen Horowitz and Sequoia Capital, the company said Tuesday.

Read full article »

Consumers Want Court OK For $104M Deal With Chicken Cos.

A group of consumers has asked an Illinois federal judge for early approval of a $104 million settlement with four poultry producers to resolve claims they engaged in a long-term scheme to fix prices for broiler chickens.

2 documents attached | Read full article »

POLICY & REGULATION

Florida's Rush To Pass COVID-19 Liability Shield May Backfire

Florida seems poised to quickly pass a COVID-19 liability shield as its legislative session starts this week, despite critics' concerns the current proposals go too far or might even produce unintended consequences that could end up hurting the businesses and health care providers they're intended to protect.

Read full article »

Coronavirus Regulations: A State-By-State Week In Review

State leaders enhanced their vaccination efforts this past week as cases and hospitalizations declined, leading to additional sites in Florida and Illinois and initiatives to reach underserved communities in Massachusetts and New York.

Read full article »

LITIGATION

Alsup Won't Budge On Sanction For Ex-MLB Player's Atty

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New York Rangers
New York State Bar Association

AMERICAN OVERSIGHT

The lawyer for a former pitcher turned health supplement salesman must pay a sanction after a California federal judge found that he and other attorneys "secreted away" settlement funds from lengthy litigation against Major League Baseball and its players' union so their client could escape payment obligations.

Order attached | Read full article »

Slaughterhouse Inks $100K Deal With Workers In FLSA Row

A Georgia slaughterhouse agreed to pay $100,000 to resolve claims from a group of workers who alleged they weren't paid appropriate overtime pay under the Fair Labor Standards Act, according to a settlement approved Tuesday.

Order attached | Read full article »

Pest Control Workers Say Starbucks Can't Ax Exposure Suit

A former Starbucks employee and two pest control contractors have urged a New York federal judge to reject the coffee chain's bid to toss their suit over exposure to toxic pesticides, arguing that Starbucks' summary judgment bid mischaracterizes their claims.

Response attached | Read full article »

DEALS

Bank OZK Loans $189M For Massive Baltimore Project

Bank OZK has loaned $189 million for a massive mixed-use project on Baltimore's waterfront, according to an announcement Tuesday from Jones Lang LaSalle, which brokered the deal for a borrower venture of three firms.

Read full article »

EXPERT ANALYSIS

COVID-19 Insurance Issues To Watch In Civil Law Countries

A recent decision from a Spanish court of appeals shows that COVID-19 business interruption coverage disputes may not have outcomes that would be expected in common law countries, say Miguel Torres at Martínez-Echevarría & Rivera Abogados and José Umbert at Zelle.

Read full article »

Remote Working Tips For Lawyer Trainees And Their Firms

The prospect of joining a law firm during the pandemic can cause added pressure, but with a few good practices — and a little help from their firms and supervising attorneys — lawyer trainees can get ahead of the curve while working remotely, say William Morris and Ted Landray at King & Spalding.

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Law360

LEGAL INDUSTRY

Law Student Activism Heats Up: Is BigLaw Listening?

More than 200 law students have pledged to boycott Seward & Kissel LLP over what they called the "unethical private" prosecution of attorney Steven Donziger, the latest salvo in a growing movement from students and activists to place pressure on corporate law firms over their representation and internal policies.

Read full article »

Texas Reopening Won't Curb Courts' COVID-19 Restrictions

The Texas judiciary's COVID-19 restrictions will remain unaffected even after Texas Gov. Greg Abbott announced Tuesday that "it's now time to open Texas 100%" and rescind the state's mask mandate and 75% capacity on businesses.

Read full article »

NYC Bar Supports Giuliani Probe Over Work For Trump

The New York City Bar Association supports investigating whether Rudy Giuliani should be sanctioned and potentially lose his legal license for allegedly promoting false voter fraud claims while he headed former President Donald Trump's efforts to overturn the 2020 election results, the organization announced Tuesday.

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Attys' Rates Disclosure Doesn't Help Client Win Fee Bid

An auto parts supplier that successfully defended against a suit by a nurse

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St. Louis Blues
Starbucks Corp.
T. Rowe Price Group Inc.
The Gatorade Company Inc.
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AMERICAN OVERSIGHT

claiming she co-invented its seatbelt patent had its attorney fee motion rejected last week by a federal court, despite the auto company's lawyers at Nelson Mullins disclosing the rates they billed in the case.
Read full article »

DOJ Official Who Led Google Antitrust Probe Joins Shearman

The U.S. Department of Justice official who led a landmark enforcement action accusing Google of stifling competition in order to maintain a monopoly in search and search advertising is joining Shearman & Sterling LLP as an antitrust partner.
Read full article »

Jones Day Creates Practice Focusing On State AG Probes

Jones Day has announced that it has launched a new practice that will focus on representing clients facing investigations, litigation and general enforcement by state attorneys general.
Read full article »

Simpson Thacher Hiring Spree Continues With Blackstone GC

Simpson Thacher & Bartlett LLP is bringing on Blackstone's Europe, Middle East and Africa general counsel as a partner in its London office, the firm announced Tuesday, the latest high-profile addition in a string of transactional hires the firm has made in recent months.
Read full article »

Pittsburgh Judge Sued For Lack Of Virtual Court Access

A civil rights watchdog group filed a federal lawsuit Tuesday against an Allegheny County, Pennsylvania, judge, claiming he has violated the Constitution by not allowing it virtual access to observe proceedings in his Pittsburgh courtroom despite directives from court administration to do as much as possible via phone and videoconference.
Read full article »

NHL's Vegas Golden Knights Score Ex-Qdoba Atty For CLO

The NHL's Vegas Golden Knights on Monday said the team had tapped a former in-house attorney for Qdoba and the parent company of Hardee's as its chief legal officer.
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Thursday, February 04, 2021 4:51 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Calif. Supreme Court Turns Down Drivers' Prop 22 Challenge

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FOOD & BEVERAGE

Thursday, February 4, 2021

TOP NEWS

Calif. Supreme Court Turns Down Drivers' Prop 22 Challenge

The California Supreme Court denied a petition Wednesday by drivers for Uber, Lyft and other services that asked the justices to declare unconstitutional the voter-approved Proposition 22, which exempts some app-based ride-hailing and delivery companies from the state's revised worker-classification test.

Read full article »

NY Judge Again Nixes Papa John's Investors' #MeToo Suit

Pizza franchise Papa John's International Inc. and two of its former executives no longer face a proposed securities class action invoking the #MeToo movement after a federal judge in Manhattan determined that a revised version of the suit didn't meaningfully improve on an earlier version.

Opinion attached | Read full article »

DOL Seeks To Delay Trump Regs On Contractors And Tips

The U.S. Department of Labor on Wednesday said it would seek to push back the effective date for rules about independent contractor classification and tipped workers by 60 days and asked for public comment on the delays.

2 documents attached | Read full article »

Hanover Beats Calif. Cafe's COVID-19 Coverage Suit

A California federal judge dismissed a San Diego-area cafe's lawsuit seeking coverage from the Hanover Insurance Group for lost business because of state- and city-mandated restrictions amid the COVID-19 pandemic, finding Wednesday the restaurant did not experience a direct physical loss.

Order attached | Read full article »

$12.5M Deal Over Vitamin D In Hill's Dog Food Goes Forward

A Kansas federal judge has given the go-ahead to a $12.5 million settlement meant to resolve claims in multidistrict litigation from dog owners that Hill's Pet Nutrition Inc. sold dog food with dangerous levels of vitamin D.

Order attached | Read full article »

Anti-Mask Diner Ordered To Require Face Coverings Or Close

A Pittsburgh-area restaurant defying Pennsylvania's orders to require face masks and limit occupancy during the coronavirus pandemic must start following the rules or shut down, after a state court judge granted the Allegheny County Health Department an injunction on Wednesday.

2 documents attached | Read full article »

POLICY & REGULATION

COVID-19 Liability Shield Forges Ahead In Fla. House

A proposed COVID-19 liability shield for businesses advanced to its final committee in the Florida House of Representatives on Wednesday, while the state Senate introduced a bill aimed at providing similar legal protections for health care providers.

2 documents attached | Read full article »

ENFORCEMENT

CIT Fries Commerce Over Hard Line On Indian Shrimp Co.

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Eisai Co. Ltd.
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Hospira Inc.
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LinkedIn Corp.
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Marble Ridge Capital LP
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Service Employees International Union
Signet Jewelers Ltd.
Southern Glazer's Wine & Spirits LLC
Teva Pharmaceutical Industries Ltd.
The Boeing Co.
The Hanover Insurance Group Inc.
The Home Depot Inc.
The Kraft Heinz Co.
The Travelers Cos. Inc.

AMERICAN OVERSIGHT

The U.S. Court of International Trade seared the government Wednesday for ignoring a small Indian shrimp exporter's difficulties completing trade investigation questionnaires and tossed the resulting 110.90% duty rate as unlawful based on the company's repeated calls for help.

Opinion attached | Read full article »

ITC Blocks Reusable Straw Imports After Patent Probe

The U.S. International Trade Commission has agreed to block the importation of foldable and reusable drinking straws that infringe a New Mexico stainless steel straw manufacturer's patent.

Order attached | Read full article »

LITIGATION

Fla. Eatery Asks 11th Circ. To Revive COVID-19 Coverage Fight

A Florida restaurant owner has urged the Eleventh Circuit to revive its proposed class action seeking COVID-19-related loss coverage, asking the court to certify insurance questions to the state's high court and arguing that the district court failed to follow Florida's binding case law.

Brief attached | Read full article »

5th Circ. Urged To Revive 'Mayochup' TM Suit Against Heinz

A panel of Fifth Circuit judges during oral arguments Wednesday questioned the veracity of evidence supporting trademark claims brought by a man who created "Metchup" and sued The Kraft Heinz Co. over its mayonnaise-ketchup spread called "Mayochup."

Read full article »

Farmer Says Bayer, Cargill Rooted Out Ag Supply Competitors

An Iowa farmer has hit more than a dozen agricultural suppliers, including industry giants Bayer and Cargill, with an antitrust suit in Illinois federal court claiming they ran a scheme among manufacturers, wholesalers and retailers to monopolize the crop input market.

Complaint attached | Read full article »

Drake's Champagne Co. Sues Over 'Brand-Damaging' Prices

The company behind Drake's high-priced Mod Sélection Champagne is suing retailer Total Wine for trademark infringement and false advertising, accusing the chain of selling the wine at "brand-damaging discounted prices."

Complaint attached | Read full article »

5th Circ. Doubts Texas Bikini-Latex Club Tax Is Constitutional

A Fifth Circuit panel pushed back Wednesday against Texas' argument that a state rule imposing a tax on clubs whose dancers cover themselves with liquid latex only clarified the state's definition of nude and didn't unconstitutionally expand a statute to target the clubs' business model.

Read full article »

Restaurant Chain Must Name Staff In Off-The-Clock Work Suit

A Kansas federal court has ordered a restaurant chain and its owner to hand over employees' names and contact information as part of discovery in a suit alleging they required staff to work off the clock or submit hours under another employee's name to avoid paying overtime.

Order attached | Read full article »

Buddig Meats Parent Co. Hit With Finger Scan Privacy Suit

The processor and parent company of Buddig packaged lunch meats and other products got hit Tuesday with a proposed class state court suit for allegedly implementing time-tracking practices that violate its Illinois employees' biometric privacy rights.

Complaint attached | Read full article »

Dave & Buster's Sues Cuomo Over Arcade Shutdowns

New York Gov. Andrew Cuomo made an arbitrary and unconstitutional decision when he allowed casinos and bowling alleys to start reopening during the COVID-19 pandemic but denied that same allowance to arcades, Dave & Buster's said in a lawsuit lodged Wednesday in New York federal court.

Complaint attached | Read full article »

EXPERT ANALYSIS

Challenging Therapeutics IP After Fed. Circ. Drink Can Ruling

The Federal Circuit's recent holding in Ball Metal v. Crown Packaging, that

Uber Technologies Inc.
University of Southern California
Washington Post Co.
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Zeughauser Group LLC

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Waller Lansden

GOVERNMENT AGENCIES

Administrative Conference of the United States
California Supreme Court
Export-Import Bank of the United States
Federal Bureau of Investigation
Florida House of Representatives
Florida Supreme Court
Food and Drug Administration
Illinois Supreme Court
International Trade Commission
National Labor Relations Board
Pennsylvania Supreme Court
Texas Legislature

AMERICAN OVERSIGHT

patents were not indefinite despite reciting an imprecise measurement claim term, may make indefiniteness challenges to therapeutics patents stronger when method-sensitive variations in term scope are materially different, say Vanessa Yen and Evan Diamond at King & Spalding.

Opinion attached | Read full article »

Tips For Protecting Privilege When Working With Outside PR

As lawsuits stemming from companies' COVID-19 responses grow and businesses hire public relations firms to manage the fallout, companies and their counsel should consider strategies to best protect themselves in court — and in the court of public opinion — without stepping on a privilege land mine, say Daniella Main and Mia Falzarano at Alston & Bird.

Read full article »

3 Procurement Priorities For Law Firms In Uncertain Times

As the pandemic and its associated economic disruption linger, law firm procurement teams should expand their objectives beyond purchasing and getting the best price for goods and services, to help firms become more nimble and achieve overarching strategic goals, says Lee Garbowitz at HBR Consulting.

Read full article »

Law360

LEGAL INDUSTRY

Analysis

First Of Many? Roberts, Kavanaugh Join Liberals In 5-4 Split

Newest U.S. Supreme Court Justice Amy Coney Barrett recorded her first dissent Wednesday in a railroad worker's disability case that saw Chief Justice John Roberts Jr. and Justice Brett Kavanaugh join the liberal justices to create a novel 5-4 alignment.

Read full article »

Biden Won't Wait For ABA To Vet Judicial Picks

The Biden administration will announce judicial nominees before they receive evaluations from the American Bar Association, the ABA said Wednesday, continuing the Trump administration's speedy approach rather than returning to a long tradition last observed in the Obama years.

Read full article »

Ex-Trump HHS Official Sues Biden Over Resignation Request

Former U.S. Department of Health and Human Services official Roger Severino sued President Joe Biden in D.C. federal court late Wednesday over the Biden administration's efforts to fire him from the Council of the Administrative Conference of the United States following former President Donald Trump's eleventh-hour appointment.

Read full article »

Girardi's Pasadena Mansion Burglarized, Police Say

Tom Girardi's 10,277-square-foot mansion has apparently been burglarized, but detectives don't know what was stolen from the bankrupt trial attorney's estate, police told Law360 on Wednesday.

Read full article »

Ex-BigLaw Bankruptcy Atty Pleads Guilty In Extortion Rap

A hedge fund founder and onetime BigLaw attorney accused of illegally pressuring Jefferies Financial Group not to challenge his bid for assets sold by insolvent retailer Neiman Marcus copped to a count of bankruptcy fraud in Manhattan federal court Wednesday.

Read full article »

Former Mueller Prosecutor Returns To Private Sector At MoFo

A U.S. Department of Justice veteran who served as a lead prosecutor in former special counsel Robert Mueller's investigation into Russian election interference is returning to the private sector as a co-chair of Morrison & Foerster LLP's national security and global risk and crisis management practice groups.

Read full article »

K&L Gates Nabs 18 Partners With Expansion In Nashville

K&L Gates is setting up shop in Nashville, the law firm said Wednesday, hiring a group of 18 partners who will offer services in areas including health care, litigation, intellectual property and finance.

Read full article »

Texas Supreme Court
U.S. Attorney's Office
U.S. Attorney's Office for the Southern District of New York
U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Fifth Circuit
U.S. Department of Commerce
U.S. Department of Health and Human Services
U.S. Department of Justice
U.S. Department of Labor
U.S. District Court for the Central District of California
U.S. District Court for the District of Columbia
U.S. District Court for the Northern District of New York
U.S. District Court for the Southern District of California
U.S. District Court for the Southern District of Illinois
U.S. District Court for the Southern District of New York
U.S. Railroad Retirement Board
U.S. Securities and Exchange Commission
U.S. Supreme Court
United States District Court for the District of Kansas
United States District Court for the Southern District of Ohio
Wage and Hour Division

AMERICAN OVERSIGHT

Law360 Seeks Members For Its 2021 Editorial Boards

Law360 is looking for avid readers of our publications to serve as members of our 2021 editorial advisory boards.

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AMERICAN OVERSIGHT

From: Food & Beverage Law360 <news-q@law360.com>
Sent: Tuesday, February 16, 2021 3:51 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Campbell Soup, Nurture Hit With Toxic Metals Baby Food Suits

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FOOD & BEVERAGE

Tuesday, February 16, 2021

TOP NEWS

Campbell Soup, Nurture Hit With Toxic Metals Baby Food Suits

Campbell Soup Co. and Nurture Inc. were hit with separate federal lawsuits Thursday alleging their baby food products contain elevated levels of heavy metals, becoming the latest companies to face complaints connected to a recent House Oversight Committee report.

2 documents attached | Read full article »

Analysis

Parents Face Damages Hurdle In Tainted Baby Food Suits

As lawsuits mount against makers of baby food following the release of a congressional report that showed high levels of heavy metals in such products, understandably concerned parents still have the difficult task of showing damages tied to the toxins.

Read full article »

Albertsons Judge 'Fed Up' With Tactics In $3.3M FCRA Deal

A California federal judge said Friday she was "fed up" and "worn out" after Albertsons and its Littler attorney pushed her to greenlight problematic terms in a portion of its $3.3 million settlements with job seekers alleging the supermarket giant pulled their consumer reports without consent, flouting the Fair Credit Reporting Act.

Read full article »

Philly Federal Judges Split On Virus Insurance Suits

Two Philadelphia federal judges have issued differing opinions on a pair of lawsuits seeking insurance coverage for businesses' losses during the pandemic, with one ruling a policy's "virus exclusion" bars coverage and the other deferring the issue to state courts.

2 documents attached | Read full article »

Coca-Cola Fights To Decertify False Ad Class At 9th Circ.

Coca-Cola urged the Ninth Circuit on Friday to decertify a class of consumers alleging the beverage giant falsely labels its drinks as having no artificial flavors when it contains phosphoric acid, arguing that Coke has contained phosphoric acid for 135 years and that any alleged injury is speculative.

Read full article »

Brand Battles: Hershey Sour Over 'Jollipops' Candy

In Law360's latest roundup of new actions at the Trademark Trial and Appeal Board, The Hershey Co. is urging the board to block a trademark application for "Jollipops," citing its iconic Jolly Rancher hard candy — plus two other cases you need to know.

Complaint attached | Read full article »

POLICY & REGULATION

Ala. Gov. Signs Law Shielding Businesses From Virus Liability

Alabama became the latest state to enact a coronavirus liability shield for businesses, health care providers and schools on Friday as Gov. Kay Ivey signed the new immunity bill into law.

Read full article »

LITIGATION

Law360

Law360 Rising Stars

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GameStop Corp.
Global Infrastructure Partners
Google Inc.
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Hormel Foods Corp.
In-N-Out Burgers Inc.
Intel Corp.
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Spotify Technology SA
Sprott Inc.
TelexFree LLC
Teva Pharmaceutical Industries Ltd.
The Hain Celestial Group Inc.
The Hershey Co.
Uber Technologies Inc.
United Airlines Holdings Inc.
VANS Inc.

AMERICAN OVERSIGHT

DOJ Flips Position, Backs Union Access To Calif. Farms

The Department of Justice informed the U.S. Supreme Court on Friday it no longer believes a California regulation requiring farms to give union organizers access to work sites is unconstitutional, marking a 180-degree flip from the position presented to the high court in a brief filed during the Trump administration.

Letter attached | Read full article »

Battle Over 'Lehman Brothers' Whiskey Heads To Fed. Circ.

A small company that wants to sell a line of whiskey named for defunct investment bank Lehman Brothers is appealing to the Federal Circuit after the U.S. Patent and Trademark Office refused to register the name.

Brief attached | Read full article »

Calif. Sues Shuttered Bakery And Seeks $1.3M For Workers

Individuals and entities linked to a former California wholesale bakery owe almost $1.3 million in unpaid wages and damages to nearly 189 workers after closing without paying final paychecks or paying out vacation time, the state labor commissioner alleged in a lawsuit filed in state court and citations.

Read full article »

UK Litigation Roundup: Here's What You Missed In London

This past week in London has seen major pharmaceutical giants contest drug patents, NatWest sued by a property company, and the parent company of Mercedes-Benz face a mass fraud suit. Here, Law360 looks at those and other new claims in the U.K.

Read full article »

DEALS

Taxation With Representation: Kirkland, Cleary, Faegre

In this week's Taxation With Representation, a Blackstone consortium buys Signature Aviation for $4.7 billion, air taxi startup Archer Aviation goes public at $3.8 billion, and Hormel Foods pays $3.35 billion for the Planters nut business.

Read full article »

Law360

LEGAL INDUSTRY

NYC Mayor's Unpaid Kramer Levin Tab Raises Ethics Worries

New York City Mayor Bill de Blasio has yet to fulfill a promise to set up a legal defense fund to raise more than $300,000 he owes BigLaw firm and lobbying shop Kramer Levin for representing him in ethics probes, meaning he could avoid public scrutiny of how he's settled the debt if he waits until he's out of office.

Read full article »

Biden Gets 2nd Opening On DC Circ. Thanks To Judge Tatel

D.C. Circuit Judge David S. Tatel, a former civil rights advocate appointed by President Bill Clinton, is taking senior status, a form of semiretirement that will give President Joe Biden another opening to fill on the influential appeals court.

Read full article »

Supreme Court Staying Remote For Upcoming Arguments

The U.S. Supreme Court said Friday that it would continue holding remote arguments for its upcoming two-week session that begins on Feb. 22, which a spokeswoman said was "in keeping with public health guidance in response to COVID-19."

Read full article »

Feature

Zoom Hearings Reveal Dogged Pursuit Of Justice. Cats Too.

A Texas lawyer with an ill-timed cat filter grabbed nationwide attention last week, but real four-legged friends have been part of the virtual courtroom experience since the COVID-19 pandemic forced most legal proceedings online nearly one year ago.

Read full article »

Interview

Houston's Courts Keep Trials Rolling In True Texas Fashion

As courts around the nation hold off again and again on restarting in-person

Virgin Group Ltd.
Volkswagen AG
Wal-Mart Stores Inc.
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Levin Sedran
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Norton Rose
Patterson Belknap
Peiffer Wolf
Perkins Coie
Pinsent Masons
Quinn Emanuel
Sagaser Watkins
Sanford Heisler
Saunders & Silverstein
Schnader Harrison
Selendy & Gay
Seyfarth Shaw
Sheehan & Associates PC
Shub Law Firm
Sidley Austin
Skadden Arps
Steptoe & Johnson LLP
Swartz Campbell

AMERICAN OVERSIGHT

trials, Houston's Harris County has found a way to make them work, a judge who co-helms its pandemic task force told Law360.
Read full article »

Ex-Jones Day Attys Can Add Retaliation Claims To Case

Two married former Jones Day associates suing the firm over its family leave policy can beef up their case with retaliation claims based on a public statement the firm made about them two years ago, which the couple called "highly personal and malicious."
Read full article »

Boston US Attorney Lelling Heading To Jones Day

Boston U.S. Attorney Andrew Lelling will be joining the global law firm Jones Day when he steps down from his government post at the end of the month, Law360 has learned.
Read full article »

GC Cheat Sheet: The Hottest Corporate News Of The Week

Firms recently beefed up their environmental, social and governance services to meet the growing pressure that general counsel face from shareholder activism, and a rise in pandemic-related cases fueled a surge in new employment suits at the end of 2020. These are some of the stories in corporate legal news you may have missed in the past week.
Read full article »

In Case You Missed It: Hottest Firms And Stories On Law360

For those who missed out, here's a look back at the law firms, stories and expert analyses that generated the most buzz on Law360 last week.
Read full article »

Podcast

Law360's Pro Say: Cat Lawyer: It's Complicated

Time briefly stood still on Feb. 9 as the internet became transfixed by the plight of Texas attorney Rod Ponton, whose face was trapped behind an expressive and panicked cat filter during a court hearing on Zoom.
Read full article »

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U.S. Court of Appeals for the Ninth Circuit
U.S. Department of Justice
U.S. District Court for the Central District of California
U.S. District Court for the District of Columbia
U.S. District Court for the District of New Jersey
U.S. District Court for the Eastern District of Pennsylvania
U.S. District Court for the Northern District of California
U.S. District Court for the Southern District of New York
U.S. Immigration and Customs Enforcement
U.S. Patent and Trademark Office
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Friday, January 29, 2021 3:04 PM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Coronavirus: The Week In Review

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Coronavirus Special Report

Friday, January 29, 2021

TOP NEWS

Davis Wright To Mandate Vaccine For In-Office Work

Davis Wright Tremaine LLP announced this week that it has adopted a vaccine policy for attorneys and staff that encourages them to get a COVID-19 vaccine once eligible and only allows those who have done so to work in the office or attend firm-sponsored events.

Pandemic Fuels Mental Health Crisis For Young Attorneys

Often isolated from co-workers and lacking established support networks, young attorneys have been particularly susceptible during the coronavirus pandemic to mental health struggles that were already pervasive in the legal profession.

Virtual Courts Lead To Tension Between Access And Privacy

Virtual courts have let judges keep the wheels of justice turning in the middle of a pandemic, but they have also sparked tension between those who want public access to the courts and those who want to protect litigants, witnesses and even judges.

Law Firm Reorganizations, And Layoffs, May Pick Up Speed

The past year has inspired a number of law firms to launch reorganizations, some voluntarily to stay ahead of an increasingly competitive marketplace and others because they were forced to as a result of talent loss and internal crises.

Ga. Law Firm Loses Bid For COVID-19 Loss Coverage

A Georgia federal judge ruled Tuesday that a unit of The Hartford is not obligated to cover an Atlanta-area law firm's losses due to a COVID-19 stay-at-home order, saying the firm's office has not sustained the sort of direct physical loss or damage required by its policy.

Coronavirus Litigation: The Week In Review

The nation's high court has thrown out decisions allowing Texas to bar abortions throughout the pandemic, Airbnb says a dispute over canceled bookings during the COVID-19 pandemic belongs in arbitration, and Clorox has escaped claims it misled consumers into thinking its Splash-Less bleach can disinfect surfaces.

CLOSINGS AND RESTRICTIONS

Coronavirus: The Latest Court Closures And Restrictions

UPDATED Jan. 29, 2021, 2:07 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section. » indicates updated entry

Coronavirus: The Latest EU Court Closures And Restrictions

UPDATED January 25, 2020, 11:41 AM GMT | As courts across the region take measures to prevent the spread of the novel coronavirus, some are restricting access and altering their procedures. Here is a roundup of changes.

In A First, Game Controller Patent Case Kicks Off On Zoom

The first-ever patent jury trial to be conducted remotely due to the coronavirus pandemic got off to a smooth start Monday, as both sides in a case against Valve Corp. over video game controllers questioned 27 potential jurors over Zoom about their gaming habits.

Northern District Of Ga. Suspends Jury Trials Until April

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Evangelista Worley
Finch McCranie LLP
Fox Rothschild
Frier Levitt
Gibson Dunn
Greenbaum Rowe
Hinshaw & Culbertson
Holland & Hart
Kibbe & Orbe
Kirkland & Ellis
Manatt Phelps
Maynard Cooper
Milberg Coleman
Morrison & Foerster
Norton Rose
Quinn Emanuel
Reed Smith
Robbins Ross
Ropes & Gray
Savitt Bruce
Shook Hardy
Skadden Arps
Spain Spain
Steptoe & Johnson LLP
Wiley Rein
Winston & Strawn

COMPANIES
Airbnb Inc.
Ally Financial Inc.
Amazon.com Inc.
American Airlines Group Inc.
American Arbitration Association
American Bankers Association
American Bar Association
American Federation of Labor & Congress of Industrial Organizations
American Institute of Certified Public Accountants

AMERICAN OVERSIGHT

Georgia's "extremely high" COVID-19 infection rate means there won't be any jury trials in the federal district that includes Atlanta until at least April 4, the district's chief judge said in an order Wednesday.

Ga. Switches To Remote February Bar Exam Over Virus

Georgia's high court canceled the state's in-person bar exam scheduled for February and moved the test online, citing continued uncertainty around the coronavirus pandemic.

WHAT LAWYERS NEED TO KNOW

Coronavirus Regulations: A State-By-State Week In Review

Demand for the COVID-19 vaccination outpaced supply over the past week, generating calls from governors in Pennsylvania and New York for the federal government to make more doses available for the rapidly expanding pool of eligible residents.

Fla. Restaurant Brings 'Physical Loss' Row To High Court

A Florida restaurant is heading to the U.S. Supreme Court in a bid to revive claims that its insurer wrongly denied it coverage for losses stemming from road construction near its location, saying that an answer to the question of what defines "physical loss" at the heart of the suit is critical given the hundreds of COVID-19-related suits facing the same issue.

NJ Employers Weigh Vaccine Rules Against Legal Liability

New Jersey businesses considering requiring workers to get vaccinated against COVID-19 should be flexible and brace for potential liability pitfalls due to exemptions under the state's strong workplace protection law, employment law attorneys tell Law360.

Nike Agrees For Calif. Workers To Have Transparent Masks

Nike has agreed to outfit its California workers with see-through masks as part of a proposed settlement to end class allegations that the shoe company's pandemic-era policy mandating masks prevents deaf and hard-of-hearing customers from reading employees' lips.

Judge Won't Block COVID-19 Premium Pay For Calif. Grocers

A Long Beach, California, city ordinance requiring that grocery stores pay workers a premium due to COVID-19 can stay in effect while a challenge from a grocers' association moves forward in California federal court, after a judge refused to block the requirement.

9th Circ. Blocks Some Of Calif. COVID-19 Church Service Rule

The Ninth Circuit on Monday blocked part of California's pandemic-related ban on in-person religious services, nixing certain attendance size limitations but keeping other aspects of the state's order, including restrictions on singing and chanting during indoor services.

COVID-19 Liability Shield Survives Salty Debate In Fla. Senate

Legislation to shield Florida businesses from potentially crippling COVID-19 personal injury lawsuits survived its first Senate committee stop intact Monday, but what may become known as the "Saltshaker Debate" appeared to set the stage for intense discussion over lawmakers' priorities and whether the measure would tip the scales too far.

Banker Group Flags 'Significant Issues' Bedeviling PPP 2.0

The nation's largest banking industry trade group told federal officials on Monday the second round of the recently revived Paycheck Protection Program still has some kinks to work out, pointing to several "significant issues" including glitches with the coronavirus relief program's online loan portal.

EXPERT ANALYSIS

10 Tips For Your Next Virtual Court Appearance

Many federal and state courts will likely embrace virtual proceedings even after pandemic-related restrictions are lifted, so attorneys should get comfortable with the virtual platforms commonly used by courts, and follow a few audio and video best practices, says Justin Heminger, a senior litigation counsel at the U.S. Department of Justice.

Pandemic Bankruptcy Avoidance Efforts Create New Hurdles

Steps that many businesses took to survive the COVID-19 crisis will result in major challenges this year, especially for the hardest hit industries, including retail, travel, oil and gas, and entertainment, say attorneys at Reed Smith.

Predictions For Future PPP Fraud Prosecution By DOJ

Paycheck Protection Program fraud involving egregious wrongdoing is likely

Amphenol Corp.
Avianca SA
Blaqwell Inc.
CEC Entertainment Inc.
California Grocers Association
Cboe Global Markets Inc.
Center for Justice
Cincinnati Financial Corp.
Deloitte Touche
Facebook Inc.
Florida Justice Association
Georgetown University
Grupo Aeromexico SAB de CV
HP Inc.
Hazelden Betty Ford Foundation
Hy-Vee
Independent Bank Group Inc.
J. Crew Group Inc.
J.C. Penney Co. Inc.
L Brands Inc.
LexisNexis Group
Major Lindsey & Africa LLC
Microsoft Corp.
NASDAQ Inc.
Neiman Marcus Group
New York City Bar Association
Nike Inc.
Panorama Legal Consulting
Pfizer Inc.
Planned Parenthood Federation
Rolls-Royce
S&P Global Inc.
SBM Offshore NV
Southwestern Law School
State Bar of California
Studio Movie Grill Concepts I Ltd.
Sycamore Partners Management LLC
Texas Capital Bancshares Inc.
The Bank of New York Mellon Corp.
The Brattle Group Inc.
The Clorox Co.
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The New York Times Co.
Twitter Inc.
Valve Corp.
Vapotherm
Victoria's Secret Stores Inc.
Xerox Holdings Corp.
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Georgia Supreme Court
Serious Fraud Office
Small Business Administration
Texas Judicial Branch
Texas Supreme Court

AMERICAN OVERSIGHT

to remain a major area of interest for the U.S. Department of Justice's Criminal Division, but, over time, prosecutors will likely pursue more complicated schemes that raise difficult questions about criminal intent, says David Bouchard at Finch McCranie.

Navigating Business Valuation During The Pandemic

Disputes over business values in M&A transactions have increased as equity markets continue to grapple with uncertainty over the full extent of pandemic-related disruptions, but sticking to the basics and critically evaluating inputs and assumptions will provide the most credible result, say Mohnish Zaveri, Sujay Dave and Avishi Agarwal at The Brattle Group.

U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. Department of Justice
U.S. Department of the Treasury
U.S. District Court for the Central District of California
U.S. District Court for the Northern District of California
U.S. District Court for the Northern District of Georgia
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Friday, January 15, 2021 3:19 PM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Coronavirus: The Week In Review

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Coronavirus Special Report

Friday, January 15, 2021

TOP NEWS

How COVID-19 Could Permanently Alter Litigation For GCs

Some court depositions and hearings might remain virtual once the coronavirus pandemic subsides, and general counsel will need to adjust their expectations and invest in technology if they want to prevail in the cases they face, according to a report released Wednesday by Crowell & Moring LLP.

5 Tips To Help Employers Tamp Down A Virus Lawsuit Wave

COVID-19-related employment suits have been on the rise since the onset of the pandemic, and that litigation hike is expected to continue, attorneys say. Here are five steps employers can take to minimize their risk in 2021.

7 Major M&A Deals That Broke Down Due To COVID-19

The coronavirus pandemic wreaked havoc on the market for mergers and acquisitions in the middle of last year, causing a short-term stoppage in deal activity, leading multiple major transactions to be revised or abandoned, and resulting in some parties taking their disputes to court. Here, Law360 looks at seven of the most significant deals that broke down because of the effects of COVID-19.

Mass. Moves Prosecutors, Defense Attys Up In Vaccine Line

Massachusetts has moved judges, prosecutors and defense attorneys into the second phase of the state's COVID-19 vaccine distribution plan after lobbying by the state bar association and public defenders, making shots available to those people starting next month.

NJ Justices Take On Challenge To Virtual Grand Juries

The New Jersey Supreme Court will address a constitutional challenge to the state's virtual grand jury program after a defense attorneys' group accused the justices of overstepping their power in authorizing the remote proceedings amid the COVID-19 pandemic, according to an order made available Thursday.

Coronavirus Litigation: The Week In Review

California restaurant owners say they shouldn't face fees for liquor licenses and health permits when state and county officials won't allow them to operate, the federal government can continue requiring in-person clinic visits to obtain abortion-inducing medication, and a cannabis farm is the latest to be hit with claims it fired workers who complained about workplace conditions amid the pandemic.

COURT CLOSINGS AND RESTRICTIONS

Coronavirus: The Latest Court Closures And Restrictions

UPDATED Jan. 15, 2021, 2:36 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section.

Coronavirus: The Latest EU Court Closures And Restrictions

UPDATED January 5, 2020, 11:57 AM GMT | As courts across the region take measures to prevent the spread of the novel coronavirus, some are restricting access and altering their procedures. Here is a roundup of changes.

WHAT ATTORNEYS NEED TO KNOW

Coronavirus Regulations: A State-By-State Week In Review

Surges in COVID-19 cases led to renewed restrictions in Delaware, Massachusetts and New York this past week, while the pandemic also

LAW FIRMS
4 New Square
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7 King's Bench Walk
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steered new guidance for New Jersey public schools and a workforce development boost in Pennsylvania.

Material Adverse Change Terms Continue To Get More Specific

Material adverse change clauses in public merger agreements are getting more specific to provide both parties to a deal with greater certainty, and the provisions are more heavily negotiated in agreements valued at $1 billion or more, according to a new survey from Nixon Peabody LLP.

Dems' Senate Win Sinks Insurers' Virus Liability Shield Hopes

The insurance industry's hopes for sweeping national legislation that would shield businesses from most coronavirus-related lawsuits were likely dashed last week as Senate control swung to the Democrats, who have resisted such a measure, warning that it would erode legal protections for workers and consumers.

Top UK Court Rules Insurers Must Cover Lockdown Losses

The U.K. Supreme Court ruled Friday that insurers must pay out to hundreds of thousands of companies forced to close during the country's first pandemic lockdown, ruling in favor of the Financial Conduct Authority in a landmark case over business interruption cover.

Enterprise WARN Act Ruling Spells Trouble For Big Employers

A Florida federal judge's recent refusal to hit the brakes on a WARN Act case over car rental giant Enterprise's pandemic-related layoffs has given employers a preview of how these suits may be handled by federal judges, and experts say company leaders would be wise to pay attention.

Major Takeaways From NY's New Anti-Eviction Law

After New York's Legislature met for a rare year-end session to pass the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, we talked to experts to break down the new pandemic-era protections, stronger than anything renters have seen for months.

Justices Let FDA Require Abortion Pill Visits Amid Pandemic

Despite the coronavirus pandemic, the U.S. Food and Drug Administration can resume enforcing a one-of-a-kind requirement that women visit clinics to obtain abortion-inducing medication, the U.S. Supreme Court's conservatives ruled Tuesday night.

Retailer Christopher & Banks Driven To Ch. 11 By COVID-19

Women's apparel company Christopher & Banks Corp. said Thursday the COVID-19 pandemic has driven it to Chapter 11, and that it plans to close most of its brick-and-mortar stores but will continue its e-commerce operations.

Mexico Says US Must Vaccinate Migrant Workers Under Pact

Mexico's top diplomat called on the U.S. to include unauthorized immigrants in ongoing COVID-19 vaccination campaigns in a speech Wednesday, saying Mexico would consider exclusion of migrant workers a violation of the U.S.-Mexico-Canada Agreement.

Convicted Insys Founder Wants Vaccine First, Prison Later

Insys Therapeutics Inc. founder John Kapoor on Friday again asked a federal judge to put off the start of his 66-month prison term for his role in a scheme to bribe doctors to prescribe the company's opioid, arguing he should receive a COVID-19 vaccine before going in.

Calif. Justices Should Weigh Virus Coverage, 9th Circ. Told

A San Francisco retailer on Thursday urged the Ninth Circuit to seek the California high court's input to resolve its appeal of a federal judge's decision that Travelers is not obligated to cover its financial losses due to COVID-19 shutdown orders, arguing that the case involves a novel question under the Golden State's law.

No Contamination, No Coverage For Dentist's Virus Claims

A Texas federal judge has shot down a dentist's suit seeking coverage for losses she claims to have sustained as a result of COVID-19 shutdown orders, saying while the "physical loss" required to trigger the policy doesn't need to be structural damage, she still would need to allege the virus was actually present in the office.

Insurer Dodges Miami Caterer's COVID-19 Coverage Suit

A Florida federal judge has tossed a Miami catering company's lawsuit seeking to force its insurer to pay for COVID-19-related losses, ruling that its commercial property policy's business income provision doesn't apply and that a virus exclusion doesn't cover physical loss or damage.

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AMERICAN OVERSIGHT

EXPERT ANALYSIS

ABA Approves Remote Practice, But Questions Remain

Lawyers working remotely during the pandemic while physically outside the jurisdictions in which they are licensed will find some comfort in a recent American Bar Association opinion sanctioning such practice, but there is ambiguity regarding the contours of what's allowed, say attorneys at Harris Wiltshire.

Pandemic Is Changing Compassionate Release Calculus

Whereas compassionate release applications for white collar defendants were previously rare, courts are now approaching these applications with greater leniency to reduce sentences or to impose sentencing alternatives in the appropriate circumstances, which may continue beyond the pandemic, say Jamie Furia and Carly Coleman at Lowenstein Sandler.

PPP Enforcement Issues To Watch In 2021

Derek Adams at Potomac Law, and Ellen London and Steven Deolus at Alto Litigation, examine the evolution of the Paycheck Protection Program, the impact of constant changes to eligibility and reporting rules, and enforcement developments to expect this year.

NY COVID-19 Commercial Lease Decisions Lack Consistency

Recent New York decisions concerning commercial lease disputes amid the pandemic have produced inconsistent results, but highlight some arguments that tenants should consider emphasizing in subsequent cases, says Cassandra Porsch at Scarola Zubatov.

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California Supreme Court
Centers for Disease Control and Prevention
Delaware Court of Chancery
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Food and Drug Administration
Georgia Supreme Court
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Serious Fraud Office
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Texas Supreme Court
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U.S. Court of Appeals for the Ninth Circuit
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Friday, February 19, 2021 3:29 PM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Coronavirus: The Week In Review

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Coronavirus Special Report

Friday, February 19, 2021

TOP NEWS

Zoom Hearings Reveal Dogged Pursuit Of Justice. Cats Too.

A Texas lawyer with an ill-timed cat filter grabbed nationwide attention last week, but real four-legged friends have been part of the virtual courtroom experience since the COVID-19 pandemic forced most legal proceedings online nearly one year ago.

Supreme Court Staying Remote For Upcoming Arguments

The U.S. Supreme Court said Friday that it would continue holding remote arguments for its upcoming two-week session that begins on Feb. 22, which a spokeswoman said was "in keeping with public health guidance in response to COVID-19."

Philly Federal Judges Split On Virus Insurance Suits

Two Philadelphia federal judges have issued differing opinions on a pair of lawsuits seeking insurance coverage for businesses' losses during the pandemic, with one ruling a policy's "virus exclusion" bars coverage and the other deferring the issue to state courts.

Ind. Gov. Signs Law Shielding Businesses From Virus Liability

Indiana became the latest state to enact a coronavirus liability shield for businesses and schools on Thursday as Gov. Eric J. Holcomb signed the new immunity bill into law.

Coronavirus Litigation: The Week In Review

Biotechnology firm Inovio Pharmaceuticals Inc. must face trimmed claims alleging it misled the public about a coronavirus vaccine, New York's attorney general says Amazon has failed to protect its workers from the spread of the virus, and United Airlines can't completely escape a suit accusing it of denying passengers refunds for flights canceled amid the pandemic.

CLOSINGS AND RESTRICTIONS

Coronavirus: The Latest Court Closures And Restrictions

UPDATED February 19, 2021, 2:02 PM EST | As courts across the country take measures to prevent the spread of the coronavirus, some are restricting access and altering their procedures. Click state or court to jump to section.

Coronavirus: The Latest EU Court Closures And Restrictions

UPDATED February 19, 2021, 11:51 AM GMT | As courts across the region take measures to prevent the spread of the novel coronavirus, some are restricting access and altering their procedures. Here is a roundup of changes.

WHAT LAWYERS NEED TO KNOW

Coronavirus Regulations: A State-By-State Week In Review

The push to make COVID-19 vaccines more accessible in underserved areas over the past week made progress in states including Illinois, Massachusetts, New Jersey and Texas, even as the Lone Star State prepared for the record snowfall and freezing temperatures that left power outages throughout the state over Presidents Day Weekend.

Owners Insurance Co. Must Face Retailer's Trimmed Virus Suit

A Missouri federal judge on Tuesday agreed with Owners Insurance Co. that a sporting goods business hasn't shown that pandemic stay-at-home orders caused the business physical damage, but refused to toss claims that the presence of COVID-19 rendered the business' property unsafe or unusable.

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Great American Insurance Co.
H. Lundbeck A/S
Inovio Pharmaceuticals, Inc.
Intel Corp.
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AMERICAN OVERSIGHT

NY AG Sues Amazon Over COVID-19 Worker Protections

New York Attorney General Letitia James served a lawsuit against Amazon on Wednesday over the company's alleged failure to provide proper pandemic health and safety measures for employees at two New York City facilities, prompting the e-commerce giant to quickly remove the case to federal court.

McDonald's Franchisee Fined For Firings Over Virus Concerns

The California Labor Commissioner on Wednesday slapped a Los Angeles McDonald's franchisee with a nearly $126,000 labor law fine after the commissioner said the fast food employer illegally fired four workers who reported they could be exposed to the coronavirus because of unsafe work conditions.

Tyson Offers Workers Pay Incentive For Off-Shift Vaccinations

Tyson will offer workers up to four hours of regular pay if they get novel coronavirus vaccinations outside of work hours, the meat processing giant said Wednesday, joining a growing list of companies offering such incentives.

NY Regulator Warns Of 'Widespread' Data Breach Campaign

The New York State Department of Financial Services urged insurers Tuesday to secure customers' non-public data and to report any potential data breaches, warning that it is monitoring a "widespread cybercrime campaign" criminals are using to hack data and use it to illegally obtain funding reserved for COVID-19 relief.

Robbins Geller To Lead Sorrento COVID-19 Class Action

Robbins Geller Rudman & Dowd LLP will represent a proposed class of investors in Sorrento Therapeutics Inc. in a federal suit in San Diego alleging that the company misled the public after its CEO characterized some of its COVID-19 research as a "cure."

Inovio Must Face Trimmed Investor Claims Over Virus Vaccine

Biotechnology firm Inovio Pharmaceuticals Inc. and a cohort of company executives must face slightly trimmed class action claims alleging they misled the public about a coronavirus vaccine they purport to have in the works, a Pennsylvania federal judge ruled Tuesday.

NJ Lab Sues Supplier Over False COVID-19 Test Results

Molecular laboratory TruGenX launched a $1.5 million complaint Thursday accusing supplier Thermo Fisher Scientific Inc. of selling it faulty equipment that led to false and invalid COVID-19 test results during the height of the pandemic.

EXPERT ANALYSIS

How The Pandemic Is Shaping Patent Trials In District Courts

Surveying responses to COVID-19 by patent litigation-heavy district courts reveals several notable trends, including an overall decline in patent cases, scheduling delays, and conversion of jury trials to bench trials, as well as important differences among the jurisdictions, say attorneys at Troutman Pepper.

It Isn't Too Early To Form Post-Pandemic Workplace Policies

The COVID-19 crisis isn't over yet, but a year in, it's time for employers to think ahead and anticipate the policies that workplaces will need when the pandemic is behind them, including health and hygiene, remote work, and crisis preparation protocols, says Joseph Nelson at Fisher Phillips.

What DOJ's 1st PPP Fraud Settlement Can Teach Borrowers

The U.S. Department of Justice's first settlement of False Claims Act fraud allegations with a Paycheck Protection Program borrower, SlideBelts, highlights the need to substantiate loan application statements and that misleading representations or fund misuse may lead to personal liability, say Alexander Canizares and Andrew Smetana at Perkins Coie.

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Equal Employment Opportunity Commission
European Union
Federal Emergency Management Agency
Food and Drug Administration
Georgia Supreme Court
National Labor Relations Board
National Railroad Passenger Corp.
New York Attorney General's Office
New York State Department of Financial Services
Occupational Safety and Health Administration
Serious Fraud Office
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Texas Supreme Court
U.S. Attorney's Office for the Eastern District of California
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Appeals for the Ninth Circuit
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Wednesday, March 10, 2021 4:30 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Costco, Others Ink False Ad Deals Over Kona Coffee

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FOOD & BEVERAGE

Wednesday, March 10, 2021

TOP NEWS

Costco, Others Ink False Ad Deals Over Kona Coffee

Costco, Marshalls and Gold Coffee Roasters have reached agreements with Hawaiian coffee farmers to settle out of a proposed class action that accused them of selling ordinary coffee under the name "Kona," including a $6 million payment from Gold.

Memorandum attached | Read full article »

Analysis

What COVID-19 Taught Real Estate Attys About Force Majeure

When COVID-19 began rapidly spreading across the U.S., real estate lawyers scrambled to help clients figure out whether force majeure clauses could excuse them from certain obligations, and a year later, much has been learned about their efficacy. Here, Law360 looks at three things lawyers have discovered.

Read full article »

Judge Serves Restaurants A Virus Coverage Suit Dismissal

Greater New York Mutual Insurance Co. doesn't owe coverage for two Boston restaurants' pandemic-related losses, a Massachusetts federal judge ruled Tuesday, saying there wasn't any physical loss or damage to the restaurants caused by the threat of contamination or government shutdown orders.

Order attached | Read full article »

Liberty Needn't Cover Pizza Hut Owner's Wage Payment Suits

A Wisconsin appeals court has freed Liberty Mutual Insurance Co. from having to defend a Burger King and Pizza Hut franchise owner in six proposed class actions alleging the owner underpaid delivery drivers, ruling that the underlying claims are not covered by the policy.

Opinion attached | Read full article »

2nd Circ. Backs Class Decertification In Restaurant Wage Suit

The Second Circuit sided with a New York federal court decision to decertify a class of restaurant workers suing over wage violations because of their counsel's "shortcomings" and woeful track record, ruling Tuesday that strong representation in class actions is essential to upholding the public interest.

Opinion attached | Read full article »

Factory Worker Says Remote Work Request Got Him Canned

A California-based global food supplier was hit with a disabilities discrimination lawsuit in a Georgia federal court on Monday by a former 26-year manufacturing plant employee who claims his reasonable request to work remotely during the coronavirus pandemic got him fired.

Complaint attached | Read full article »

POLICY & REGULATION

Law360's Tort Report: Med Mal Damages Bill Fails In Virginia

A failed legislative challenge to Virginia's cap on medical malpractice damages and a new coronavirus liability shield in Wisconsin lead Law360's Tort Report, which compiles recent personal injury and medical malpractice news that may have flown under the radar.

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AMERICAN OVERSIGHT

Coronavirus Regulations: A State-By-State Week In Review

Vaccine rollout efforts over the past week focused on equitable distribution in underserved communities, prompting a new "equity metric" to guide California, an expansion of vaccinations in rural Florida and legislation to address pandemic-related learning loss in Illinois.

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LITIGATION

Exclusive

Climate Youths Pivot Strategy After 9th Circ. Setback

Young climate activists suing the federal government over its energy policies are hoping to save their case by scaling back their demands for relief after standing issues foiled them at the Ninth Circuit.

2 documents attached | Read full article »

Cold Brew Biz Contests Rival's 'No Jitters' TM

A Colorado cold brew company is suing a California competitor in federal court, claiming the rival's trademarks on the terms "no jitters" and "no crash" are merely descriptive and should be canceled.

Complaint attached | Read full article »

Grocery Groups Fight Seattle's Bid To Nix Pandemic Pay Suit

A pair of grocery industry groups fired back at Seattle's request for a Washington state federal court to toss their lawsuit over the city's pandemic hazard pay ordinance, arguing that the law has "no legitimate connection" to protecting workers and the public.

Response attached | Read full article »

Dickey's BBQ Says It Must 'Guess' Claims In Data Breach Suit

Dickey's Barbecue has asked a Texas federal judge to toss a proposed class action against it over a data breach, arguing that there are not enough facts to state a claim, especially since the chain must "guess what plaintiff's claims are."

Memorandum attached | Read full article »

Ill. Court OKs Ex-Alderman's Win In Chicago Zoning Fight

An Illinois state appellate panel has upheld the city of Chicago's win over a lawsuit challenging the allegedly unconstitutional and spiteful way a former alderman responded after a property owner evicted a music venue from a building in his ward.

Opinion attached | Read full article »

BANKRUPTCY

CarbonLite Gets OK For $35M Ch. 11 Financing Draw

Plastic recycler CarbonLite Holdings won approval from a Delaware bankruptcy judge on Tuesday to tap into $35 million in Chapter 11 financing, as it heads for what it said will be a sale of at least some of its assets.

Read full article »

EXPERT ANALYSIS

Key Legal Considerations For NYC Ghost Kitchen Leases

Ghost kitchens have flourished in New York City's real estate market during the pandemic and offer many benefits, but tenants, landlords and operators should pay attention to unique lease negotiation issues, such as the lack of consistent operating hours, say Andrea Gendel and John Rothman at Pryor Cashman.

Read full article »

How Recent Fla. Consumer Cases Diverge On Improper Fees

Recent decisions from the Southern District of Florida signal an emerging split on how allegedly improper fees under the Florida Deceptive and Unfair Trade Practices Act are evaluated, adding to ongoing confusion over damages in such cases, say Aaron Weiss and Michael Zilber at Carlton Fields.

Read full article »

Split Over Successive Class Action Tolling Isn't Going Away

Two recent federal court rulings have widened a split in interpretations of the scope and reach of the U.S. Supreme Court's 2018 decision in China Agritech v. Resh, which limited the ability of the plaintiffs bar to file serial class action complaints, says Justin Hawal at DiCello Levitt.

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LEGAL INDUSTRY

Interview

Q&A With Obama's Counsel: 'Go Fast' On Confirming Judges

With control of the Senate up for grabs in only two years, Neil Eggleston, who was White House counsel to former President Barack Obama, is urging the Biden administration to quickly nominate and confirm judges to the federal courts and not let Republicans slow down appointments.

Read full article »

DOJ Civil Pick Faces GOP Backlash Over Past Views, Tweets

President Joe Biden's pick for a top U.S. Department of Justice post under attorney general nominee Merrick Garland endured a testy confirmation hearing Tuesday as Republicans assailed her past political advocacy and admittedly "coarse" social media posts.

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Biden Names King & Spalding, Obama DOJ Vet As Sr. Counsel

President Joe Biden named Alicia O'Brien, formerly a partner at King & Spalding LLP and associate deputy attorney general, as White House senior counsel Tuesday, amid a wave of hiring decisions to fill out key roles in the administration.

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Despite Flaws, Virtual Litigation Training Here To Stay

Training associates to be litigators has been challenging during COVID-19, but conducting that training virtually does have some advantages, and most firms say they plan to keep at least some litigation training online even after the pandemic.

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Twitter Says Texas AG Retaliating For Decision To Boot Trump

Twitter has accused Texas' attorney general of unconstitutionally retaliating against the social media giant for its decision to kick President Donald Trump off its platform in the wake of the January insurrection at the Capitol.

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Facebook Slams $12M Atty Fees Request In Data Breach Row

Facebook is opposing a $12 million attorney fees request from counsel representing users who settled a dispute with the company over a 2018 cyberattack, slamming the lawyers for accruing a hefty bill while pursuing claims that didn't win money for their clients.

Read full article »

Attys Seek $202M Fees In $641M Flint Tainted-Water Deal

Plaintiffs' attorneys who sued Michigan over the Flint water crisis are seeking $202 million in attorney fees, nearly 32% of a proposed $641 million deal that will provide compensation for minors exposed to lead-tainted water, adults without attorneys and others, according to a motion for fees filed Monday in federal court.

Read full article »

NY Law Firm Sued For Breaching Lease, Owing Nearly $1M

A New York law firm breached a contract by breaking a 10-year lease and leaving behind a nearly $1 million bill, its landlord has contended in New York state court.

Read full article »

COVID-19 Drugmaker Eli Lilly Appoints New Compliance Chief

Pharmaceutical giant and COVID-19 antibody therapy maker Eli Lilly and Co. named a new chief ethics and compliance officer Tuesday to head up the Indiana-based company's global risk management operations.

Read full article »

Goldman Senior Counsel Joins Jones Day In New York

Jones Day has announced that Goldman Sachs & Co. Vice President and Senior Counsel Peter Petraro has joined the firm's financial markets practice as of counsel in its New York office.

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Executive Office of the President
Federal Bureau of Investigation
Federal Trade Commission
Georgia Supreme Court
Government Accountability Office
Louisiana Department of Education
Michigan Attorney General's Office
Michigan Department of Environmental Quality
National Economic Council
National Labor Relations Board
New York State Unified Court System
Texas Supreme Court
U.S. Bankruptcy Court for the District of Delaware
U.S. Court of Appeals for the First Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. Court of Appeals for the Second Circuit
U.S. Court of Appeals for the Third Circuit
U.S. Department of Energy
U.S. Department of Justice
U.S. District Court for the District of Massachusetts
U.S. District Court for the District of New Jersey
U.S. District Court for the District of Oregon
U.S. District Court for the Eastern District of Michigan
U.S. District Court for the Northern District of California
U.S. District Court for the Northern District of Georgia
U.S. District Court for the Northern District of Texas
U.S. District Court for the Southern District of Florida
U.S. District Court for the Southern District of New York
U.S. District Court for the Western District of Virginia
U.S. District Court for the Western District of Washington
U.S. Patent and Trademark Office
U.S. Senate Committee on Energy and Natural Resources
U.S. Supreme Court
United States District Court for the District of Colorado

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CC: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>; Justin Rand <Justin.Rand@TexasAgriculture.gov>; Segundo Sanchez <Segundo.Sanchez@TexasAgriculture.gov>
Subject: FW: Hannon Hill GSA Contract
Attachment(s): "GS-35F-111CA_Clause_Details.pdf","Hannon Hill Quote #1. TDA.pdf"

Including quote.

Thank you,
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Attached

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Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

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Contract Number : **GS-35F-111CA**

Created on December 22, 2020

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting

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Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

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(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial

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transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs

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allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.,* costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

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(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are

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available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION

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(FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

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(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

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(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

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52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

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(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor’s commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment

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was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

Note: Regulation 552.215-72
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in

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determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2019)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract

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terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2019)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

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(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this 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):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA	Clause

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	OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (ALTERNATE IV - OCT 2010)	
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause

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52.245-1	GOVERNMENT PROPERTY (JAN 2017)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
I-FSS-972	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	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 by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006)

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(DEVIATION – FEB 2007)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity's request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

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(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

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(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31

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CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

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 To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level 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 To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

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(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply

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with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

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(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

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(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for

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in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

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(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

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(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall

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be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits

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To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

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)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall

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become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

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"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the

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public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting

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Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

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(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) 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 paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION – MAY 2003)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

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(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the ordering activity's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not

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acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

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

Imaging equipment means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered

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from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input devices (*e.g.*, digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

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

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display

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(LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

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(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify*.

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60–1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential

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employee.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

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(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

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(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify

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program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g*., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

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Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently

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successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

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

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"*United States*" means the 50 states and the District of Columbia.

"*Worker*" —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate*.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction)

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statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to –

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e*. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to –

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to

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special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with

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Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR

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part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

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(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

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(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the

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increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) “Guidelines for Regulating Wood Packaging Material in International Trade,” approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused

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entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a

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system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

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(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

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(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

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(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground

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that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination*.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

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(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(a) *Definition.* As used in this clause.

"Compensation" means any payments made to, or on behalf of, an employee or offered to an

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applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

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(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bar-gaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with

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available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means —

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of —

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

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*Equipmen*t means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to —

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*Nonseverable*e means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when remelted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

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Real property. See Federal Management Regulation 102–71.20 (41 CFR 102–71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means —

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management*.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property*.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are —

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

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(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time —

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached

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to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- Reimbursable line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon —

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

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(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

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(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when —

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

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(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies —

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected

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property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report —

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title

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under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than —

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may —

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

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(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions*.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment

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under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018)

(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 credit 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 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

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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 an 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) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(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.

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(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

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(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 an 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 32.608-2 of the Federal Acquisition Regulation 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

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Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.

(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 commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees,

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penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment 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.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

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(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(*1*) Terms that change the Government's rights or obligations;

(*2*) Terms that increase Government prices;

(*3*) Terms that decrease overall level of service; or

(*4*) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

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(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
This clause applies to fixed price orders.

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit*.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required

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replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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 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*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or

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service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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;

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(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) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(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) *Payments*.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

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(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

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(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

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(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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) (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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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

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installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 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 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(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

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accepted items.

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(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 commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the

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commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment 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.

(w) *Commercial supplier agreements–unenforceable clauses*. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

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(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the

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confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4 This clause applies to Time-and-Materials or Labor Hour orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that —

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from —

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, 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.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

I-FSS-106 GUARANTEED MINIMUM (DEC 2019)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

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

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

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(2) (i) If a wage determination is attached to this contract, the Contractor shall classify 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), 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section

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6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract

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(53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except

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as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the

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provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes

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shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any

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decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired#

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)"* means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM

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registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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"'Registered in the System for Award Management (SAM)" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

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(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the

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Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract —

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

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(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if —

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations

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made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include —

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

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(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)

In accordance with Clause 552.238-113, Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as

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requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, *Contract Terms and Conditions-Commercial Items*), whichever is applicable to the resultant contract.

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)

(a) Definition.

“Order-level materials” means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this section are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

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(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

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(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-81 *Price Reductions.*

(11) *Exceptions for travel*. (i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4) of this section.

(iii) Travel costs are exempt from clause 552.238-80 Industrial Funding Fee and Sales Reporting.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can

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be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

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552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate

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charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

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(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

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(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238-113), authorized to place orders under Federal Supply Schedule contracts.

552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

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(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.

____ Contractor will provide overseas delivery only.

____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

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(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies “Compliance with laws unique to Government contracts” (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an

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agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-80, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-113 Scope of Contract (Eligible Ordering Activities).

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY

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SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0005

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (MAY 2019)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

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

“Energy-efficient product” means a product that –.

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

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"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power.

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

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(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars

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using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019) (ALTERNATE I – MAY 2019)

(a) Definition. *Transactional data* encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

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(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non-Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure (each, hour, case, lot).

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include —

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

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(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other or information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

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552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting

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(TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, *Price Reductions* and 552.238-74, *Industrial Funding Fee and Sales Reporting*. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt 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 date on which an electronic funds

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transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b.

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destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-88 GSA ADVANTAGE!®. (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

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(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

I-FSS-972 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

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(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

Note: Regulation I-FSS-972
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in

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effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

N/A 552.215-70 Examination of Records by GSA

X 552.215-72 Price Adjustment —Failure to Provide Accurate Information

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

N/A 552.228-70 Workers' Compensation Laws

X 552.229-70 Federal, State, and Local Taxes

X 552.232-23 Assignment of Claims

N/A 552.232-71 Adjusting Payments

Varies by Category, Subcategory and SIN 552.232-72 Final Payment

N/A 552.232-73 Availability of Funds

N/A 552.232-78 Payment Information

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

N/A 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

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Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

N/A 552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

N/A 552.238-78 Identification of Products That Have Environmental Attributes.

I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order

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Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-33 NONMANUFACTURER RULE (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies to—

(1) Contracts that have been set aside, in total or in part;

(2) Orders under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) that have been set aside for any of the small business concerns identified in 19.000(a)(3); and

(3) Orders issued directly to any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 19.504(c)(1)(ii).

(c)

(1) The Contractor shall—

(i) (A)Provide the end item of a small business manufacturer, or if set aside or awarded on a sole source basis to a HUBZone small business, provide the end item of a HUBZone small business manufacturer, that has been manufactured or produced in the United States or its outlying areas; or

(B)If this procurement is an order as described in 8.405-5 or 16.505(b)(2)(i)(F) or processed under simplified acquisition procedures (see part 13), and the total amount does not exceed $25,000, provide the end item of any domestic manufacturer;

(ii) Not exceed 500 employees;

(iii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iv) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(2) In addition to the requirements set forth in paragraph (c)(1) of this clause, when the end item being acquired is a kit of supplies or other goods, 50 percent of the total value of the components of the kit shall be manufactured in the United States or its outlying areas by small business concerns. Where the Government has specified an item for the kit which is not produced by U.S. small business concerns, such items shall be excluded from the 50 percent calculation. See 13 CFR 121.406(c) for further information regarding non-manufacturers.

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(3) For size determination purposes, there can be only one manufacturer of the end product being acquired. For the purposes of the non-manufacturer rule, the manufacturer of the end product being acquired is the concern that transforms raw materials and/or miscellaneous parts or components into the end product. Firms which only minimally alter the item being procured do not qualify as manufacturers of the end item, such as firms that add substances, parts, or components to an existing end item to modify its performance, will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item. See 13 CFR 121.406 for further information regarding manufacturers.

End of clause

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 (MAR 2020)

(a) Definitions. “Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States. WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multipleaward contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) Limitations on subcontracting. A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for-

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

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(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) A WOSB concern eligible under the WOSB Program shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered a WOSB concern eligible under the WOSB Program if-

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions –

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

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End of clause

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (MAR 2020)

(a) Definitions. "Economically disadvantaged women-owned small business (EDWOSB) concern" means—

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) Limitations on subcontracting. An EDWOSB concern agrees that in the performance of the contract for—

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

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(e) An EDWOSB concern shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered an EDWOSB concern if—

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in the System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions–

(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to —

(1) Contracts that have been set aside for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants.

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(3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) and

(4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition*.

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on

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Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (MAR 2020)

(a) *Definition. See 13 CFR 125.1 and 126.103 for definitions of terms used in the clause.*

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Limitations on subcontracting. The Contractor shall spend—*

(1) For services (except construction), at least 50 percent of the cost of contract performance incurred for personnel on its own employees or employees of other HUBZone small business concerns;

(2) For supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, on the concern or other HUBZone small business concerns;

(3) For general construction.

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(i) At least 15 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance incurred for personnel on concerns that are not HUBZone small business concerns; or

(4) For construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel on concerns that are not HUBZone small business concerns.

(e) A HUBZone small business contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) or (2) of this clause—Start Printed Page 11770

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraph (b)(3) or (4) of this clause, by the end of the performance period for the order.

(f) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause shall be performed by the aggregate of the HUBZone small business participants.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be

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required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Contract Requirements and Modification Guidance page (www.gsa.gov/mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAR 2020) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

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(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAR 2020) (ALTERNATE II MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR

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52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82 This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (OCT 2019)

(a) *Definition*. "Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101 (2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

(b) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b) (2) (i) (F) and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c) (1) (ii).

(c) General.

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(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Limitations on subcontracting. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A service-disabled veteran-owned small business concern shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_ By the end of the base term of the contract and then by the end of each subsequent option period; or

_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of 13 CFR 121.103(h)

(4) The joint venture meets the requirements of 13 CFR125.15 (b)

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES

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(JAN 2020)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $83,099 or more; or

(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $182,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

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52.225-5 TRADE AGREEMENTS (OCT 2019)

(a) Definitions. As used in this clause-

"Caribbean Basin country end product"—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

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(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-OCT 1995)

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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

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(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's

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principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

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"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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(2) *First-tier subcontract information*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

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(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition*. As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

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(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(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);

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(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.*

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(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 items.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(a) *Definition*. “Commercially available off-the-shelf (COTS)” item, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

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(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the

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Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

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(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

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(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes);and

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(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

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(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service- disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers

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through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

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(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR.This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

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(2)SSR(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

End of clause

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see Start Printed Page 11772 paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract

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number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that-

(i) It # is, # is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It # is, # is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that-

(i) It # is, # is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It # is, # is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that-

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control,

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principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

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(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e*., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020)

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

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

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(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

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

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

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

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

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(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

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(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

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(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

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

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

(c) A delivery order or task order is considered “issued” when--

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(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

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52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means -

(1) Any item of supply (including construction material) that is -

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material

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misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

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(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

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(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

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(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the

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appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

I-FSS-600 CONTRACT PRICE LISTS (OCT 2020)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238 77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides on line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause 552.238-88 GSA Advantage!® for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238 77, Submission and Distribution of Authorized Federal Supply

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Schedule (FSS) Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.
Contract period.
Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)
Contractor’s internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum order.

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3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin).

10a. Time of delivery. (Contractor insert number of days.)

10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

10c. Overnight and 2 day delivery. The Contractor will indicate whether overnight and 2 day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2 day delivery.

10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

11. F.O.B. point(s).

12a. Ordering address(es).

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

14. Warranty provision.

15. Export packing charges, if applicable.

16. Terms and conditions of rental, maintenance, and repair (if applicable).

17. Terms and conditions of installation (if applicable).

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

18b. Terms and conditions for any other services (if applicable).

19. List of service and distribution points (if applicable).

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20. List of participating dealers (if applicable).

21. Preventive maintenance (if applicable).

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Data Universal Number System (DUNS) number.

24. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212 4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

End of Clause

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (JUN 2020) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

As determined by CO or authorized representative

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or

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Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

*[*Contracting Officer check as appropriate.*]*

$ownerInsert1 (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

X (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

N/A (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Start Printed Page 27093Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

X*0* (10) [Reserved].

X (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

N/A (ii) Alternate I (Mar 2020) of 52.219-3.

N/A *(*12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (ii) Alternate I (Mar 2020) of 52.219-4.

N/A (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

Required as Applicable (ii) Alternate I (Mar 2020).

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N/A (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and(3)).

N/A (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

N/A(ii) Alternate I (Nov 2016) of 52.219-9.

X(iii) Alternate II (Nov 2016) of 52.219-9.

N/A(iv) Alternate III (JUN 2020) of 52.219-9.

N/A (v) Alternate IV (JUN 2020) of 52.219-9

X(18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

X(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

X(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

X(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Representation (Mar 2020) (15 U.S.C. 632(a)(2)).

N/A (ii) Alternate I (MAR 2020) of 52.219-28.

X (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

X (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

N/A (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

N/A (ii) Alternate I (Feb 1999) of 52.222-26.

X (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

N/A (ii) Alternate I (Jul 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (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.)

Required as Applicable (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

Required as Applicable (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Required as Applicable (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (Oct 2015) of 52.223-13.

Required as Applicable (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

N/A (ii) Alternate I (Jun 2014) of 52.223-16.

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

Required as Applicable (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

Required as Applicable (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

X (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A (ii) Alternate I (Jan 2017) of 52.224-3.

Required as Applicable (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

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

N/A (ii) Alternate I (May 2014) of 52.225-3.

N/A (iii) Alternate II (May 2014) of 52.225-3.

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N/A (iv) Alternate III (May 2014) of 52.225-3.

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

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

N/A (52) 52.225-26, Contractors Performing Private Security Functions outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

N/A *(55)* 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

N/A (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307 (f)).

N/A (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

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

N/A (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

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

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

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

X (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Feb 2006) 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 commerce items:

*[*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).

X (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).

N/A (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).

X (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

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2014) (41 U.S.C. chapter 67).

X (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 Under Executive Order 13658 (Dec 2015).

Required as Applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706)

Required as Applicable (8) 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

End of clause

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HANNON HILL
Content Management Software

QUOTE 1

DATE: JANUARY 21, 2021

3423 Piedmont Road NE, Suite 520
Atlanta, GA 30305
Phone 678.904.6900

To: Ruben Sanchez
Information Technology; Manager – Operations & Development
Texas Department of Agriculture
(512) 463-4092
Ruben.Sanchez2@TexasAgriculture.com

COMMENTS OR SPECIAL INSTRUCTIONS:
To accept this quote and purchase said products and/or services, please send a Purchase Order to Dean Smith at dean.smith@hannonhill.com. Please list all GSA numbers on the Purchase Order.

Sales Contact	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Dean Smith					Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	**Cascade CMS Standard "On Premise" License** *One-time cost GSA# GS-35F-111CA	$33,852	$33,852
1	**1 Year of Maintenance and Support** *Annual Cost GSA# GS-35F-111CA	$7,254	$7,254
1	**2.5 Days of Remote Training**	$6,000	$6,000
		TOTAL DUE	$47,106

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From: Justin Rand <Justin.Rand@TexasAgriculture.gov>
Sent: Thursday, January 28, 2021 1:01 PM EST
To: Stephen Dillon <Stephen.Dillon@TexasAgriculture.gov>
CC: Ruben Sanchez (I.T.) <Ruben.Sanchez2@TexasAgriculture.gov>; Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>; Segundo Sanchez <Segundo.Sanchez@TexasAgriculture.gov>
Subject: Hannon Hill GSA Contract
Attachment(s): "GS-35F-111CA_Clause_Details.pdf"

Attached

Justin Rand
Assistant Communications Director
Texas Department of Agriculture
1700 N. Congress Ave., 11th Floor
Austin, TX, 78701
Phone: 512.463.9885
Justin.Rand@TexasAgriculture.gov

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Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **5**

Contract Number : **GS-35F-111CA**

Created on December 22, 2020

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting

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Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

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(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial

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transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs

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allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.,* costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

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(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are

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available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION

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(FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

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(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

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(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

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52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

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(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor’s commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment

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was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

Note: Regulation 552.215-72
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in

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determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2019)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract

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terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2019)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

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(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this 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):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA	Clause

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	OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (ALTERNATE IV - OCT 2010)	
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause

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52.245-1	GOVERNMENT PROPERTY (JAN 2017)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
I-FSS-972	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	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 by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006)

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(DEVIATION – FEB 2007)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity's request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

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(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

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(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31

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CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

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 To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level 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 To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

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(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply

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with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

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(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

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(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for

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in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

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(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

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(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall

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be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits

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To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

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)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall

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become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

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"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the

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public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting

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Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

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(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) 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 paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION – MAY 2003)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

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(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the ordering activity's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not

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acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

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

Imaging equipment means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered

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from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input devices (*e.g.*, digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

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

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display

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(LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

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(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify*.

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60–1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential

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employee.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

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(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

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(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify

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program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g*., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

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Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently

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successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

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

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"*United States*" means the 50 states and the District of Columbia.

"*Worker*" —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate*.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction)

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statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to –

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e*. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to –

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to

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special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with

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Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR

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part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

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(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

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(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the

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increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) “Guidelines for Regulating Wood Packaging Material in International Trade,” approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused

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entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a

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system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

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(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

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(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

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(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground

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that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination*.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

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(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(a) *Definition.* As used in this clause.

"Compensation" means any payments made to, or on behalf of, an employee or offered to an

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applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

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(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bar-gaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with

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available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means —

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of —

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

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*Equipmen*t means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to —

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

*Nonseverable*e means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when remelted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

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Real property. See Federal Management Regulation 102–71.20 (41 CFR 102–71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means —

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management*.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property*.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are —

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

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(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time —

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached

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to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost- Reimbursable line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon —

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

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(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

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(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when —

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

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(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies —

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected

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property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report —

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title

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under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than —

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may —

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

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(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions*.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment

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under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018)

(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 credit 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 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

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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 an 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) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(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.

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(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

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(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 an 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 32.608-2 of the Federal Acquisition Regulation 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

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Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.

(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 commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees,

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penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment 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.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

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(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(*1*) Terms that change the Government's rights or obligations;

(*2*) Terms that increase Government prices;

(*3*) Terms that decrease overall level of service; or

(*4*) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

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(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
This clause applies to fixed price orders.

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit*.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required

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replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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 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*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or

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service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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;

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(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) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(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) *Payments*.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

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(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

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(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

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(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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) (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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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

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installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 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 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(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

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accepted items.

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(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 commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the

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commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment 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.

(w) *Commercial supplier agreements–unenforceable clauses*. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

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(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the

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confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4 This clause applies to Time-and-Materials or Labor Hour orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that —

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from —

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, 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.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

I-FSS-106 GUARANTEED MINIMUM (DEC 2019)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

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

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

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(2) (i) If a wage determination is attached to this contract, the Contractor shall classify 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), 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section

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6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract

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(53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except

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as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the

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provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes

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shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any

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decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired#

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)"* means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM

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registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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"'Registered in the System for Award Management (SAM)" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

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(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the

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Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract —

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

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(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if —

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations

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made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include —

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

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(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)

In accordance with Clause 552.238-113, Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as

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requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, *Contract Terms and Conditions-Commercial Items*), whichever is applicable to the resultant contract.

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)

(a) Definition.

“Order-level materials” means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this section are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

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(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

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(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-81 *Price Reductions.*

(11) *Exceptions for travel*. (i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4) of this section.

(iii) Travel costs are exempt from clause 552.238-80 Industrial Funding Fee and Sales Reporting.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can

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be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

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552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate

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charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

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(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

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(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238-113), authorized to place orders under Federal Supply Schedule contracts.

552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

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(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions.*

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.

____ Contractor will provide overseas delivery only.

____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

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(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36 *Payment by Third Party*. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36 *Payment by Third Party*.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)

(a) If an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies “Compliance with laws unique to Government contracts” (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an

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agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-80, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-113, *Scope of Contract (Eligible Ordering Activities)*, and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-113 Scope of Contract (Eligible Ordering Activities).

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY

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SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0005

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (MAY 2019)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

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

“Energy-efficient product” means a product that –.

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

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"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power.

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

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(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars

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using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019) (ALTERNATE I – MAY 2019)

(a) Definition. *Transactional data* encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

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(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non-Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure (each, hour, case, lot).

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include —

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

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(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other or information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

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552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting

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(TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, *Price Reductions* and 552.238-74, *Industrial Funding Fee and Sales Reporting*. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt 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 date on which an electronic funds

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transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b.

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destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-88 GSA ADVANTAGE!®. (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

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(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

I-FSS-972 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

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(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

Note: Regulation I-FSS-972
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in

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effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

N/A 552.215-70 Examination of Records by GSA

X 552.215-72 Price Adjustment —Failure to Provide Accurate Information

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

N/A 552.228-70 Workers' Compensation Laws

X 552.229-70 Federal, State, and Local Taxes

X 552.232-23 Assignment of Claims

N/A 552.232-71 Adjusting Payments

Varies by Category, Subcategory and SIN 552.232-72 Final Payment

N/A 552.232-73 Availability of Funds

N/A 552.232-78 Payment Information

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

N/A 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

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Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

N/A 552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

N/A 552.238-78 Identification of Products That Have Environmental Attributes.

I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25*, Prompt Payment*, or 52.212-4, *Contract Terms and Conditions—Commercial Items*, apply to such activities in the same manner as to Federal ordering activities.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order

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Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-33 NONMANUFACTURER RULE (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies to—

(1) Contracts that have been set aside, in total or in part;

(2) Orders under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) that have been set aside for any of the small business concerns identified in 19.000(a)(3); and

(3) Orders issued directly to any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 19.504(c)(1)(ii).

(c)

(1) The Contractor shall—

(i) (A)Provide the end item of a small business manufacturer, or if set aside or awarded on a sole source basis to a HUBZone small business, provide the end item of a HUBZone small business manufacturer, that has been manufactured or produced in the United States or its outlying areas; or

(B)If this procurement is an order as described in 8.405-5 or 16.505(b)(2)(i)(F) or processed under simplified acquisition procedures (see part 13), and the total amount does not exceed $25,000, provide the end item of any domestic manufacturer;

(ii) Not exceed 500 employees;

(iii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iv) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(2) In addition to the requirements set forth in paragraph (c)(1) of this clause, when the end item being acquired is a kit of supplies or other goods, 50 percent of the total value of the components of the kit shall be manufactured in the United States or its outlying areas by small business concerns. Where the Government has specified an item for the kit which is not produced by U.S. small business concerns, such items shall be excluded from the 50 percent calculation. See 13 CFR 121.406(c) for further information regarding non-manufacturers.

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(3) For size determination purposes, there can be only one manufacturer of the end product being acquired. For the purposes of the non-manufacturer rule, the manufacturer of the end product being acquired is the concern that transforms raw materials and/or miscellaneous parts or components into the end product. Firms which only minimally alter the item being procured do not qualify as manufacturers of the end item, such as firms that add substances, parts, or components to an existing end item to modify its performance, will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item. See 13 CFR 121.406 for further information regarding manufacturers.

End of clause

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 (MAR 2020)

(a) Definitions. “Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States. WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multipleaward contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) Limitations on subcontracting. A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for-

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

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(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) A WOSB concern eligible under the WOSB Program shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered a WOSB concern eligible under the WOSB Program if-

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions –

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

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End of clause

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (MAR 2020)

(a) Definitions. "Economically disadvantaged women-owned small business (EDWOSB) concern" means—

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) Limitations on subcontracting. An EDWOSB concern agrees that in the performance of the contract for—

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

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(e) An EDWOSB concern shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered an EDWOSB concern if—

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in the System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions–

(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to —

(1) Contracts that have been set aside for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants.

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(3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) and

(4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition*.

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on

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Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (MAR 2020)

(a) *Definition. See 13 CFR 125.1 and 126.103 for definitions of terms used in the clause.*

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F) and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Limitations on subcontracting. The Contractor shall spend—*

(1) For services (except construction), at least 50 percent of the cost of contract performance incurred for personnel on its own employees or employees of other HUBZone small business concerns;

(2) For supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, on the concern or other HUBZone small business concerns;

(3) For general construction.

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(i) At least 15 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance incurred for personnel on concerns that are not HUBZone small business concerns; or

(4) For construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel on concerns that are not HUBZone small business concerns.

(e) A HUBZone small business contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) or (2) of this clause—Start Printed Page 11770

[Contracting Officer check as appropriate.]

_By the end of the base term of the contract and then by the end of each subsequent option period; or

_By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraph (b)(3) or (4) of this clause, by the end of the performance period for the order.

(f) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause shall be performed by the aggregate of the HUBZone small business participants.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be

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required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Contract Requirements and Modification Guidance page (www.gsa.gov/mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAR 2020) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

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(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (MAR 2020) (ALTERNATE II MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR

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52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82 This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (OCT 2019)

(a) *Definition*. "Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101 (2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

(b) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b) (2) (i) (F) and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c) (1) (ii).

(c) General.

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(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Limitations on subcontracting. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A service-disabled veteran-owned small business concern shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

_ By the end of the base term of the contract and then by the end of each subsequent option period; or

_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of 13 CFR 121.103(h)

(4) The joint venture meets the requirements of 13 CFR125.15 (b)

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES

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(JAN 2020)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $83,099 or more; or

(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $182,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

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52.225-5 TRADE AGREEMENTS (OCT 2019)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

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(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-OCT 1995)

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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

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(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's

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principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

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"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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(2) *First-tier subcontract information*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

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(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition*. As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

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(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(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);

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(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.*

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(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 items.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(a) *Definition*. “Commercially available off-the-shelf (COTS)” item, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

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(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the

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Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

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(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

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(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes);and

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(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

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(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service- disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers

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through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

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(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR.This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

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(2)SSR(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

End of clause

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see Start Printed Page 11772 paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract

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number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that-

(i) It # is, # is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It # is, # is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that-

(i) It # is, # is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It # is, # is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that-

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control,

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principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

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(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e*., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020)

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

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

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(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

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

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

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

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

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(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

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(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

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(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

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

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

(c) A delivery order or task order is considered “issued” when--

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(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

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52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means -

(1) Any item of supply (including construction material) that is -

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material

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misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

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(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

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(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

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(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the

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appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

I-FSS-600 CONTRACT PRICE LISTS (OCT 2020)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238 77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides on line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause 552.238-88 GSA Advantage!® for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238 77, Submission and Distribution of Authorized Federal Supply

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Schedule (FSS) Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On line access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.
Contract period.
Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)
Contractor’s internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum order.

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3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin).

10a. Time of delivery. (Contractor insert number of days.)

10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

10c. Overnight and 2 day delivery. The Contractor will indicate whether overnight and 2 day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2 day delivery.

10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

11. F.O.B. point(s).

12a. Ordering address(es).

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

14. Warranty provision.

15. Export packing charges, if applicable.

16. Terms and conditions of rental, maintenance, and repair (if applicable).

17. Terms and conditions of installation (if applicable).

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

18b. Terms and conditions for any other services (if applicable).

19. List of service and distribution points (if applicable).

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20. List of participating dealers (if applicable).

21. Preventive maintenance (if applicable).

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Data Universal Number System (DUNS) number.

24. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212 4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

End of Clause

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (JUN 2020) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

As determined by CO or authorized representative

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or

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Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

*[*Contracting Officer check as appropriate.*]*

$ownerInsert1 (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

X (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

N/A (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Start Printed Page 27093Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

X*0* (10) [Reserved].

X (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

N/A (ii) Alternate I (Mar 2020) of 52.219-3.

N/A *(*12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (ii) Alternate I (Mar 2020) of 52.219-4.

N/A (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

Required as Applicable (ii) Alternate I (Mar 2020).

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N/A (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and(3)).

N/A (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

N/A(ii) Alternate I (Nov 2016) of 52.219-9.

X(iii) Alternate II (Nov 2016) of 52.219-9.

N/A(iv) Alternate III (JUN 2020) of 52.219-9.

N/A (v) Alternate IV (JUN 2020) of 52.219-9

X(18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

X(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

X(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

X(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Representation (Mar 2020) (15 U.S.C. 632(a)(2)).

N/A (ii) Alternate I (MAR 2020) of 52.219-28.

X (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

X (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

N/A (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

N/A (ii) Alternate I (Feb 1999) of 52.222-26.

X (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

N/A (ii) Alternate I (Jul 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (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.)

Required as Applicable (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

Required as Applicable (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

Required as Applicable (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (Oct 2015) of 52.223-13.

Required as Applicable (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

N/A (ii) Alternate I (Jun 2014) of 52.223-16.

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

Required as Applicable (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

Required as Applicable (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

X (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A (ii) Alternate I (Jan 2017) of 52.224-3.

Required as Applicable (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

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

N/A (ii) Alternate I (May 2014) of 52.225-3.

N/A (iii) Alternate II (May 2014) of 52.225-3.

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N/A (iv) Alternate III (May 2014) of 52.225-3.

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

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

N/A (52) 52.225-26, Contractors Performing Private Security Functions outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

N/A *(55)* 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

N/A (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307 (f)).

N/A (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

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

N/A (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

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

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

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

X (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Feb 2006) 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 commerce items:

*[*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).

X (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).

N/A (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).

X (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

AMERICAN OVERSIGHT

2014) (41 U.S.C. chapter 67).

X (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 Under Executive Order 13658 (Dec 2015).

Required as Applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706)

Required as Applicable (8) 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

End of clause

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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Tuesday, January 26, 2021 4:34 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Justices Won't Hear Domino's Workers' Arbitration Question

WARNING: This email originated from outside of the Texas Department of Agriculture email system. DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

FOOD & BEVERAGE

Tuesday, January 26, 2021

TOP NEWS

Justices Won't Hear Domino's Workers' Arbitration Question

The U.S. Supreme Court on Monday declined to take up the question of whether it falls to courts or arbitrators to decide if a dispute should be arbitrated, dealing a fatal blow to a lawsuit alleging Domino's Pizza suppresses wages with no-poach provisions in franchise agreements.

Read full article »

Justices Reject Emoluments Suits Against Trump As Moot

The U.S. Supreme Court on Monday turned away two cases brought against former President Donald Trump under the emoluments clause of the U.S. Constitution, instructing lower courts to dismiss the cases as moot now that Trump is no longer in office.

Order List attached | Read full article »

COVID-19 Liability Shield Survives Salty Debate In Fla. Senate

Legislation to shield Florida businesses from potentially crippling COVID-19 personal injury lawsuits survived its first Senate committee stop intact Monday, but what may become known as the "Saltshaker Debate" appeared to set the stage for intense discussion over lawmakers' priorities and whether the measure would tip the scales too far.

2 documents attached | Read full article »

Judge Won't Block COVID-19 Premium Pay For Calif. Grocers

A Long Beach, California, city ordinance requiring that grocery stores pay workers a premium due to COVID-19 can stay in effect while a challenge from a grocers' association moves forward in California federal court, after a judge refused to block the requirement.

Opinion attached | Read full article »

Judge OKs Hy-Vee's $20M Data Breach Settlement

An Illinois federal judge on Monday gave his blessing to a settlement between Hy-Vee Inc. and a class of customers who alleged that the grocery chain's lax security systems allowed cyberthieves to steal millions of credit card numbers.

Order attached | Read full article »

Pancake House Sues Insurer Over Denial Of Virus Coverage

An Illinois pancake restaurant has hit Grange Insurance Co. with a suit alleging that the carrier breached the insurance contract by issuing a "vexatious" denial to pay for its more than $400,000 in losses due to COVID-19 state-mandated closures.

Complaint attached | Read full article »

POLICY & REGULATION

Analysis

After Trump, Dem Probes May Turn To Companies

With a Democrat in the White House, veterans of congressional investigations expect Democratic leaders on Capitol Hill to shift most oversight to the private sector, probing industries ranging from pharmaceutical companies to banks to manufacturers.

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ENFORCEMENT

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COMPANIES

American Bar Association
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Chevron Corp.
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Citizens for Responsibility and Ethics in Washington
Credit Suisse Group AG
Deutsche Bank AG
Diageo PLC
Domino's Pizza Inc.
Early Warning Services LLC
Facebook Inc.
Federalist Society
Florida Justice Association
George Washington University
Goodyear Tire & Rubber Co.
Grange Mutual Casualty Group
Guggenheim Partners LLC
HSBC Holdings PLC
Hy-Vee
JPMorgan Chase & Co.
LexisNexis Group
LinkedIn Corp.
McDonald's Corp.
Morgan Stanley
Mylan NV
NASDAQ Inc.
New York State Bar Association
Ortho-Clinical Diagnostics Inc.
Pfizer Inc.
Pilgrim's Pride Corp.
Public Citizen Inc.
Qualtrics

AMERICAN OVERSIGHT

NLRB Atty Finds Cannabis Grower Didn't Violate Labor Law

A Pennsylvania cannabis grower did not violate federal labor law by firing two workers who sought to organize their colleagues because they were union-ineligible agricultural workers, a National Labor Relations Board attorney said in new legal guidance released Monday.

4 documents attached | Read full article »

LITIGATION

Alleged Harasser's Arbitral Win Deemed Too Murky For Court

A legal battle between Welch Foods and a Teamsters local over an arbitration award forcing the company to rehire a worker fired for what Welch called lewd and "misogynistic" comments should be sent back to the arbitrator because it's unclear, a Pennsylvania federal judge said Monday.

Report attached | Read full article »

'Mountain Of Evasiveness' Lands Texas Atty $150K Sanction

A "mountain of evasiveness" and "numerous outright lies" prompted a state district judge in Texas to sanction an attorney and his client for bringing a baseless lawsuit in a dispute over a restaurant lease, ordering they be jointly and severally sanctioned $150,000 for the litigation.

Order attached | Read full article »

Indian Beer Tycoon Ordered To Pay $8M In Diageo Debt Claim

Two companies linked to tycoon Vijay Mallya have been ordered to pay British drinks giant Diageo $8.2 million after the Indian businessman saw part of his defense in a dispute over delayed debt payments tossed.

Read full article »

Anheuser-Busch Wants 'Non-Alcoholic' Label Suit Tossed

Anheuser-Busch InBev Worldwide Inc. is urging a California federal judge to throw out claims that its "non-alcoholic" drinks are misleadingly labeled, saying the labels follow federal regulations and clearly tell buyers they include trace amounts of alcohol.

Motion attached | Read full article »

Chicken Giants Slam Class Bids In Broiler Price-Fixing Suit

Broiler chicken producers fighting accusations that they unlawfully fixed the bird's market price have urged an Illinois federal judge not to certify various classes in the massive consolidated suit, arguing that the buyers can't prove their claims with common evidence.

3 documents attached | Read full article »

Luckin Investors Slam Exit Bids In Suit Over 'Massive' Fraud

Investors in Chinese-based coffee chain Luckin Coffee urged a New York federal judge not to toss its proposed class action that alleges the company used "sham transactions" to fake hundreds of millions of dollars in sales, perpetrating "massive undisclosed fraud."

2 documents attached | Read full article »

Red States Say Trump's Narrowed Water Rule Is Lawful

Nearly two dozen states, including Georgia and Texas, said the Trump administration lawfully narrowed the reach of the Clean Water Act, arguing that just because challengers don't like the policy doesn't mean it violates U.S. Supreme Court precedent or the law's language.

Memorandum attached | Read full article »

Candy Co. Faces Trial In Undocumented Workers' Bias Suit

A New York federal judge said a jury should decide whether undocumented immigrants who claimed anti-Mexican bias got them fired faced unlawful discrimination, declining to hand wins to the ex-employees or the candy company they worked for.

Opinion attached | Read full article »

DEALS

Companies Boost IPO Sizes As Another Blistering Week Starts

Solar equipment supplier Shoals Technologies and software firm Qualtrics on Monday increased the projected sizes of their initial public offerings, which could raise $3 billion combined, beefing up an already packed lineup of at least 16 IPOs scheduled this week.

Read full article »

Renaissance Capital
SAP AG
Southeastern Grocers LLC
Standard Chartered PLC
Starbucks Corp.
The New York Times Co.
Thomson Reuters Corp.
Truist Financial Corp.
Trump Organization Inc.
Twitter Inc.
Tyson Foods Inc.
UBS AG
Vinci Partners Investimentos Ltda.
Washington Post Co.
Welch Foods Inc.
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Gibson Dunn
Goodwin Procter
Graydon Head
Gupta Wessler
Gustafson Gluek
Hagens Berman
Hart McLaughlin
Hemmer DeFrank
Hogan Lovells
Jenner & Block
Joseph Hage Aaronson
Kaplan Hecker
Katten Muchin
Keller Rohrback
Kessler Topaz
Kirkland & Ellis
Latham & Watkins
Lathrop GPM
Lieff Cabraser
Lockridge Grindal
Loeb & Loeb
Mayer Brown
McCabe & Ali LLP

AMERICAN OVERSIGHT

EXPERT ANALYSIS

Don't Let Lies Infiltrate The Mediation Process

The pandemic-era rise in mediation brings about the increased risk that participants will engage in dishonest behavior with the expectation that settlement negotiations will be kept confidential, but lawyers should beware that state confidentiality protections differ, and that courts have applied ethical rules in the mediation context, say Jennifer Gibbs and Amanda Rodriguez at Zelle.

Read full article »

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LEGAL INDUSTRY

Jenner Leader Takes DOJ Post, WilmerHale Vet Joins OPM

Jenner & Block LLP announced Monday that the co-chair of one of its government-focused practices is taking a top spot in the U.S. Department of Justice, while the U.S. Office of Personnel Management said it was adding a former WilmerHale attorney as general counsel.

Read full article »

FCC's New GC Is Merger Czar, Williams & Connolly Alum

With a new administration in town, the Federal Communications Commission has tapped an agency veteran with more than 25 years of experience to be its new acting general counsel — and she's done the job before.

Read full article »

Ex-CFTC General Counsel Dan Davis Lands At Katten

Daniel J. Davis, the U.S. Commodity Futures Trading Commission's recently departed general counsel, has joined the partnership at Katten Muchin Rosenman LLP, the firm announced Monday.

Read full article »

Dominion Sues Giuliani For $1.3B Over False Election Claims

Dominion Voting Systems Corp. filed a defamation suit Monday demanding $1.3 billion in damages from Rudolph Giuliani, an attorney for former President Donald Trump who played a key role in Trump's effort to overturn his 2020 reelection loss amid unfounded claims of massive election fraud.

Read full article »

DOJ Watchdog Opens Probe After News Of Plot To Oust AG

The U.S. Department of Justice's Office of the Inspector General announced Monday that it has launched an investigation following news reports that a DOJ attorney allegedly plotted with former President Donald Trump to oust the then-acting attorney general and alter the results of the 2020 presidential election.

Read full article »

Roberts Avoids Presiding At Trump's 2nd Impeachment Trial

Chief Justice John Roberts Jr. will not have to leave his duties at the U.S. Supreme Court to preside over former President Donald Trump's second impeachment trial, senators said Monday, because the most senior Senate Democrat is expected to fill the largely ceremonial role.

Read full article »

Lin Wood Fired From Defamation Suit Against NYT, ABC

A man suing the New York Times, ABC and other news outlets over their coverage of a 2019 incident in Washington, D.C., stemming from a viral video of his face-off with a Native American elder, has fired controversial pro-Trump attorney L. Lin Wood, according to Kentucky federal court filings Monday.

Read full article »

Goodwin Launches Task Force On Anti-Black Racism

Goodwin Procter LLP has launched a task force on anti-Black racism to work on the retention and advancement of Black employees, the firm has told Law360.

Read full article »

Abraham Watkins Rebrands, Adds Managing Partner In Texas

Abraham Watkins Nichols Agosto Aziz & Stogner began 2021 with a rebranding and with a new leader at its helm, appointing as its managing partner an attorney who decades ago was the first nonwhite man to ever work

McCune Wright
Miller Canfield
Morris Nichols
Morrison & Foerster
Novack and Macey
One Essex Court
Pearson Simon
Potter Anderson
Pritzker Levine
Proskauer Rose
Robbins Geller
Rothman Gordon
Scott+Scott Attorneys at Law LLP
Shearman & Sterling
Shook Hardy
Slaughter and May
Sullivan & Cromwell
Taft Stettinius
Vedder Price
Venable LLP
Wexler Wallace
White & Case
Williams & Connolly
Willkie Farr
Wilshire Law Firm
Winston & Strawn
Zelle LLP

GOVERNMENT AGENCIES

Bureau of Alcohol and Tobacco Tax and Trade
Centers for Disease Control and Prevention
Cherokee Nation
Commodity Futures Trading Commission
Federal Communications Commission
Federal Reserve System
National Labor Relations Board
New York State Department of Labor
State Bar of Texas
U.S. Army Corps of Engineers
U.S. Court of Appeals for the Ninth Circuit
U.S. Court of Appeals for the Sixth Circuit
U.S. Department of Justice
U.S. District Court for the Central District of California
U.S. District Court for the Central District of Illinois
U.S. District Court for the District of Columbia
U.S. District Court for the District of Maryland
U.S. District Court for the Eastern District of Kentucky
U.S. District Court for the Northern District of California
U.S. District Court for the Northern District of Illinois
U.S. District Court for the Southern District of Florida
U.S. District Court for the Southern District of New York
U.S. District Court for the Western District of Pennsylvania

AMERICAN OVERSIGHT

at the Houston-based firm.
Read full article »

Legal Startup Fires Back At Westlaw With Antitrust Claims

Facing a copyright lawsuit from Westlaw owner Thomson Reuters, legal research startup ROSS Intelligence countersued the bigger rival Monday for allegedly violating federal antitrust laws.
Read full article »

EpiPen Buyers Want Remote Testimony In Pricing MDL

EpiPen buyers have urged a Kansas federal court to grant their request for livestreamed testimony during an upcoming antitrust multidistrict trial accusing Pfizer and Mylan of inflating prices of the drug, saying it is the only way the jury can hear live testimony from critical witnesses.
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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Monday, March 08, 2021 4:37 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Panda Express Workers Forced To Strip At Seminar, Suit Says

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TOP NEWS

Panda Express Workers Forced To Strip At Seminar, Suit Says

Panda Express steered an employee to a seminar that resembled a "cult initiation ritual," where she was screamed at, forced to strip to her underwear and hug a nearly naked male colleague, according to a lawsuit filed in Los Angeles.

Complaint attached | Read full article »

Analysis

Dole's Win Bolsters Del. Corporations In D&O Coverage Fights

The Delaware Supreme Court issued a landmark ruling March 3 that state law does not excuse a Dole directors and officers insurer from covering the food company's settlements of fraud-based claims, a decision that will aid other Delaware corporations in similar disputes with their D&O carriers.

Read full article »

Roundup Claimants Slam 'Frankenstein-ian' $2B Bayer Deal

Hundreds of attorneys and several consumer and legal advocacy organizations on Friday joined dozens of putative class members in the Roundup product liability case in urging a California federal judge not to approve a proposed $2 billion deal to settle claims that the weedkiller causes cancer, saying the "anemic" settlement benefits Monsanto and its parent company Bayer AG more than sick plaintiffs.

13 documents attached | Read full article »

Nashville Club Can't Get Food-Contamination Virus Coverage

A Tennessee federal judge has rejected famed nightclub and restaurant Nashville Underground's bid for insurance coverage of losses due to the COVID-19 pandemic, ruling that it can't claim "food contamination" from the virus because the venue hasn't pointed to any foodborne illness outbreaks.

Order attached | Read full article »

Judge Greenlights Beauty Salon's COVID-19 Coverage Suit

A California federal judge permitted a beauty salon's proposed class action seeking COVID-19-related insurance coverage to proceed, ruling that it's "plausible" the salon experienced "direct physical loss" after not being able to use its property due to government closure orders.

Decision attached | Read full article »

POLICY & REGULATION

COVID-19 Business Liability Shield Bill Passes Fla. House

The Florida House of Representatives voted on Friday to approve a contentious bill outlining a COVID-19 liability shield that aims to protect Florida businesses from a tidal wave of virus-related claims.

1 document attached | Read full article »

US, EU Suspend Tariffs, Aiming To End Aircraft Subsidy Fight

The U.S. and European Union announced Friday that they will suspend tariffs on more than $11 billion worth of trade as they look to resolve a massive fight over aircraft subsidies that has dominated the transatlantic trade relationship for nearly 17 years.

Statement attached | Read full article »

Dem Bill Would Provide Legal Status To Migrant Farmworkers

Law360

Law360 Rising Stars

COMPANIES
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Adtalem Global Education Inc.
Amazon.com Inc.
American Airlines Group Inc.
American Arbitration Association
American Association for Justice
American Bar Association
American Federation of Labor & Congress of Industrial Organizations
Apple Inc.
Arthrex Inc.
Aviva SA
Bayer AG
Brookfield Property Partners LP
Citigroup Inc.
Compagnie Financiere Richemont SA
Compagnie Financière Tradition
Daimler AG
Dave & Buster's Entertainment Inc.
Dole Food Company Inc.
Drexel University
Farmers Insurance Group Inc.
Federation Internationale de Football Association
Florida Justice Association
Ford Motor Co.
General Motors Co.
George Washington University
Georgetown University
GoDaddy Inc.
Google Inc.
HSBC Holdings PLC
Harsco Corporation
Hormel Foods Corp.
Hussey Copper Corp.
Illinois State Bar Association
Intel Corp.
JBS SA
KPS Capital Partners LP
Levi Strauss & Co.
Martha Stewart Living Omnimedia Inc.

AMERICAN OVERSIGHT

Democrats in the U.S. House of Representatives have introduced a bill that would provide a provisional legal status to unauthorized immigrants who have worked in the agricultural sector for at least six months over the last two years.

Bill attached | Read full article »

LITIGATION

Postmates Steers Couriers' Wage, Benefits Suit To Arbitration

A group of Postmates couriers must arbitrate their proposed wage and benefits class action, a Massachusetts federal judge ruled Thursday, saying that a recent First Circuit decision that freed local Amazon drivers from arbitration doesn't apply to the Uber Inc.-owned delivery giant.

Order attached | Read full article »

DC Circ. Says It Can't Decide Kroger Union Access Fight

A D.C. Circuit panel said on Friday it can't hear the United Food and Commercial Workers' challenge to a National Labor Relations Board ruling that Kroger legally called the cops on union agents in a Virginia store's parking lot because the union raised new arguments on appeal.

Opinion attached | Read full article »

Pork Buyers Get Steering Committee In Antitrust Suit

A Minnesota federal magistrate judge summarily agreed Friday to establish a plaintiff's steering committee for indirect pork buyers accusing Smithfield, Tyson and other major pork producers of a conspiracy to inflate prices.

Order attached | Read full article »

Restaurant Avoids Sanctions In Slip-And-Fall Suit

A Georgia appeals court on Friday overturned sanctions against a restaurant for allegedly destroying video evidence of a patron slipping and falling in a wrongful death suit, saying there's no evidence the video evidence still existed when the restaurant became aware the suit was impending.

Opinion attached | Read full article »

Another CBD Co. Gets Consumer Suit Halted Over FDA Delay

A Colorado CBD company has at least temporarily stopped a proposed class action accusing it of selling illegal products after a federal judge stayed the case until the U.S. Food and Drug Administration or Congress puts forward regulations on the ingredient.

Order attached | Read full article »

Food Co. Wants Pot Patient's NYC Discrimination Claim Axed

Food services company Compass Group USA Inc. has told a federal judge that a prospective hire who was denied employment over a positive drug test cannot claim disability discrimination under New York City's Administrative Code because the city does not recognize being a patient as a disability.

Memorandum attached | Read full article »

UK Litigation Roundup: Here's What You Missed In London

The past week in London has seen Scotland's ferry services sue its insurer, Britain's new high-speed rail service face another contract challenge and an ex-Qatari prime minister's company hit with a new suit. Here, Law360 looks at those and other new claims in the U.K.

Read full article »

DEALS

3 Firms Rep €1.4B KPS Deal With Norwegian Metals Biz

Industrial-focused private equity firm KPS said Friday it's buying the aluminum rolling business of aluminum and energy multinational Norsk Hydro ASA for €1.38 billion (about $1.64 billion) in a deal guided by three law firms.

Read full article »

Law360

LEGAL INDUSTRY

Legal Industry Continues Steady Job Growth In February

The legal industry has now recovered more than half of the 73,200 jobs it lost last spring as the coronavirus pandemic first hit, with the sector gaining approximately 7,200 jobs in February, according to preliminary data released Friday by the U.S. Department of Labor.

Mercedes-Benz
Monsanto Co.
NASDAQ Inc.
Neiman Marcus Group
New Jersey State Bar Association
Norsk Hydro ASA
Panda Restaurant Group Inc.
Perella Weinberg Partners
Pfizer Inc.
Plexus Corp.
Postmates Inc.
Public Citizen Inc.
RAG-Stiftung
Renaissance Capital
Reserve Bank of New Zealand
Rugby Football Union
Sierra Club
Simon Property Group Inc.
Smithfield Foods Inc.
Spotify Technology SA
State Bank of India
Sterling Jewelers Inc.
The Boeing Co.
The Gap Inc.
TikTok Inc.
Triumph Foods LLC
Twitter Inc.
Tyson Foods Inc.
U.S. Chamber of Commerce
Uber Technologies Inc.
United Food & Commercial Workers International Union
University of Virginia
VTB Bank
Wal-Mart Stores Inc.
Walden University
Washington Post Co.
Wells Fargo & Co.

LAW FIRMS

Addleshaw Goddard
Andrus Wagstaff
Arnold & Porter
Axinn Veltrop
Bailey & Glasser
Barbat Mansour
Barrett Law Group
Baum Hedlund
Blackstone Chambers
Blair & Ramirez
Boies Schiller
Butsavage & Durkalski
Charles Fussell
Clare Locke
Clifford Chance
Covington & Burling
Cuneo Gilbert
DLA Piper
Dechert
Drew Eckl
Dykema Gossett
Eversheds Sutherland
Faegre Drinker
Farella Braun
Fears Nachawati

AMERICAN OVERSIGHT

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All Supreme Court Justices Have Received COVID-19 Vaccine

The nine members of the U.S. Supreme Court have been "fully vaccinated" against the novel coronavirus, a court spokeswoman confirmed Friday, but the justices will continue to hold remote oral arguments via telephone through at least the end of March.

Read full article »

2nd Circ. Retirement Will Let Biden 'Flip' The Court

Second Circuit Judge Peter W. Hall took senior status on Thursday, giving President Joe Biden a third opening on the New York-based appeals court and his first opportunity to "flip" a circuit to a majority of Democratic appointees.

Read full article »

Business Suits Over Virus Rules Likely To Fail, But Not Slow

The many constitutional challenges to coronavirus restrictions that businesses have launched are unlikely to succeed, but their proliferation worries public health law experts, who say more are coming and even those that fail can undermine public health measures, now and for future pandemics.

Read full article »

Firms Leveraging Climate Change Know-How To Win Clients

Law firms are vying to establish themselves as experts on how climate change impacts an ever-expanding array of client interests, putting new spotlights on the work of environmental and energy lawyers who are teaming with disparate practice groups to deliver holistic climate advice.

Read full article »

Analysis

How They Won It: Freshfields Breaks FTC's Winning Streak

It took 15 months, $640 million and a two-week trial but Evonik managed to close its purchase of fellow hydrogen peroxide producer PeroxyChem last year, days after its Freshfields Bruckhaus Deringer LLP legal team broke the Federal Trade Commission's seven-case winning streak contesting mergers in federal court.

Read full article »

Jones Day's Hacked Vendor Taps Latham For Breach Suits

File transfer software vendor Accellion, whose recent hack may have exposed data from its BigLaw clients like Jones Day, has hired Latham & Watkins LLP to represent it in a slew of data breach lawsuits in federal court, according to attorney notice filings Thursday.

Read full article »

Kaplan Saunders' Website Replaced With Viagra Spam

Kaplan Saunders' website suffered a cybersecurity breach Friday, as the firm's official URL redirected to a website that sells Viagra for part of the afternoon.

Read full article »

After Deadline, Giuliani Wants Time To Answer Dominion Suit

Rudolph Giuliani is asking a D.C. federal judge to give him roughly a month to respond to Dominion Voting Systems Corp.'s $1.3 billion defamation suit against him, a request that came a day after he was due to reply to the January complaint.

Read full article »

SFO, Dechert Can't Force ENRC To Post £34M In Leaks Row

Kazakh mining company ENRC does not have to post £34 million ($47 million) cash in its bitter legal struggle with Dechert LLP and the Serious Fraud Office, as a judge said on Friday that its financial woes were obvious last year.

Read full article »

DC Dist. To Begin Jury Trials In March Amid Pretrial Backlog

The top judge for the U.S. District Court in Washington, D.C., said Friday that the court will restart criminal jury trials on a limited basis on March 15, citing the "generally improving state" of the coronavirus pandemic locally and the "lengthy pretrial delay being experienced by many defendants."

Read full article »

NJ High Court OKs Return Of In-Person Jury Trials In May

Juries could be returning to New Jersey courtrooms as early as May 17 after

Fisher Phillips
Fleckman & McGlynn
Fox Williams
Fragomen Del Rey
Freshfields
Fried Frank
Gibson Dunn
Goodwin Procter
Greenberg Traurig
Greene Espel
Hinshaw & Culbertson
Hogan Lovells
Hogan Willig
Husch Blackwell
Jones Day
Kaplan Saunders
Keystone Law
King & Spalding
Kirkland & Ellis
Kohn Swift
Larkin Hoffman
Larson King
Latham & Watkins
Lichten & Liss-Riordan
Lieff Cabraser
Littler Mendelson
Lowenstein Sandler
Macfarlanes LLP
Manire & Galla
Milberg Coleman
Miller Firm LLC
Miller Nash
Moore Law Group
Morgan Lewis
Napoli Shkolnik
Nisar Law Group
One Essex Court
Orrick Herrington
Paul Weiss
Phillips Lytle
Pillsbury Winthrop
Pinsent Masons
Quinn Emanuel
Rainey Kizer
Reynolds Porter
Roche Cyrulnik Freedman
Saul Ewing
Savage Turner
Seyfarth Shaw
Skadden Arps
Slater & Gordon
Spencer Fane
Stinson LLP
TLT LLP
Troutman Pepper
Vinson & Elkins
Weitz & Luxenberg
White & Case
Wilkinson Stekloff
Wilson Elser
Woods Rogers
Zimmerman Reed

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Australian Securities and Investments Commission

AMERICAN OVERSIGHT

the state's Supreme Court authorized the summoning of in-person panels.
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Texas Attys Approve Trade Name Shift

Texas lawyers voted to approve eight proposed amendments to the state's disciplinary and procedural rules, which would allow firms in the state to practice under trade names and more freely use social media to advertise their practice.
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Hanes Hires Neiman Marcus CLO As New General Counsel

Clothing brand HanesBrand Inc. announced Friday that Neiman Marcus Group Chief Legal Officer Tracy Preston has joined the company as its new general counsel.
Read full article »

GC Cheat Sheet: The Hottest Corporate News Of The Week

The U.S. Securities and Exchange Commission created a new task force to clamp down on environmental, social and governance-related disclosure violations, and Virginia became the second behind California to adopt a sweeping consumer privacy bill. These are some of the stories in corporate legal news you may have missed in the past week.
Read full article »

In Case You Missed It: Hottest Firms And Stories On Law360

For those who missed out, here's a look back at the law firms, stories and expert analyses that generated the most buzz on Law360 last week.
Read full article »

Podcast

Law360's Pro Say: Virus Cases Drop, But Court Cases Surge

Americans can see light at the end of the tunnel of the COVID-19 pandemic, but litigation stemming from the virus is just ramping up.
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- Food and Drug Administration
- Georgia Supreme Court
- Internal Revenue Service
- National Labor Relations Board
- New Jersey Supreme Court
- Occupational Safety and Health Administration
- Serious Fraud Office
- State Bar of Texas
- Texas Supreme Court
- U.S. Court of Appeals for the District of Columbia Circuit
- U.S. Department of Justice
- U.S. Department of Labor
- U.S. Department of State
- U.S. Department of Transportation
- U.S. District Court for the Central District of California
- U.S. District Court for the District of Columbia
- U.S. District Court for the District of Massachusetts
- U.S. District Court for the District of Minnesota
- U.S. District Court for the Middle District of Tennessee
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of New York
- U.S. Environmental Protection Agency
- U.S. House of Representatives
- U.S. Securities and Exchange Commission
- U.S. Senate
- U.S. Supreme Court
- World Trade Organization

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From: Food & Beverage Law360 <news-q@law360.com>
Sent: Tuesday, January 12, 2021 3:46 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Pilgrim's Pride Settles Out Of Price-Fixing Case For $75M

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Tuesday, January 12, 2021

TOP NEWS

Pilgrim's Pride Settles Out Of Price-Fixing Case For $75M

Pilgrim's Pride on Monday became the largest chicken producer yet to settle out of part of a massive price-fixing case in Illinois federal court that's also targeted the likes of Tyson Foods and Perdue.

Settlement attached | Read full article »

Winemaker Says Anheuser-Busch Breached 'Stella' TM Deal

San Antonio Winery filed suit Friday in Los Angeles County Superior Court seeking a declaration that its "Stella Rosa" brand of low alcohol volume wine does not infringe Anheuser-Busch InBev's "Stella Artois" beer trademarks and that the beer giant breached a co-existence agreement by suggesting otherwise.

Complaint attached | Read full article »

EPA's Science Rule Implemented Too Soon, Advocates Say

Environmental advocates on Monday sued the U.S. Environmental Protection Agency over its recent rule intended to make it more difficult to use scientific studies that rely on confidential research in certain rulemakings, arguing the rule is procedurally flawed and went into effect too quickly.

2 documents attached | Read full article »

High Court Won't Hear Jack Daniel's Dog Toy Trademark Case

The U.S. Supreme Court on Monday declined to hear a trademark case filed by Jack Daniel's over a parody dog toy called "Bad Spaniels," leaving in place a lower court ruling that said the chew toy was worthy of free speech protection.

Read full article »

Consumer Cries Foul Over 7-Eleven's Onion Snacks

A proposed class of New York snackers sued 7-Eleven Inc. on Monday on claims the convenience store's "Yumions" contain no real onions, only onion powder and flavoring, despite a boast that it is a "crunchy onion snack."

Complaint attached | Read full article »

POLICY & REGULATION

Law360's Tort Report: COVID-19 Biz Immunity Bills Floated

Legislative efforts in multiple states regarding a liability shield for businesses in connection with coronavirus injuries and a $53 million settlement for catastrophically injured circus performers lead Law360's Tort Report, which compiles recent personal injury and medical malpractice news that may have flown under the radar.

Read full article »

LITIGATION

Kentucky Newspaper Beats 'Derby Pie' TM Case At 6th Circ.

Law360 Rising Stars

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Carnival Corp. & PLC
Domino's Pizza Inc.
Dunkin' Brands Group Inc.
Environmental Defense Fund Inc.
Facebook Inc.
Frito-Lay Inc.
George Washington University
Georgetown University
Georgia State University
Harvard University
HuffingtonPost.com LLC
Infinite Global
International Trademark Association
Japan Exchange Group Inc.
Johnson & Johnson
Kentucky Derby
LinkedIn Corp.
Mylan NV
New York City Bar Association
New York State Bar Association
New York University
Norwegian Cruise Line
Oath Inc.
Pfizer Inc.
Pilgrim's Pride Corp.
State Bar of California
Takata Corp.
The Cheesecake Factory Inc.
The City University of New York
Twitter Inc.
Tyson Foods Inc.
University of Virginia
Western Resources Legal Center
Yahoo! Inc.

LAW FIRMS

AMERICAN OVERSIGHT

The Sixth Circuit ruled Monday that a Louisville, Kentucky, bakery claiming trademark rights to "Derby Pie" couldn't sue the city's main newspaper for using the treat's name in articles.

Opinion attached | Read full article »

Domino's Franchisees Seek Arbitration In Driver's FLSA Suit

A former Domino's Pizza Inc. delivery driver should have to arbitrate his claims that Oklahoma and Texas franchisees broke federal and state labor laws by not reimbursing him for all expenses, the franchisees said in a filing in Oklahoma federal court.

Motion attached | Read full article »

Bakers' Union Cost Frito-Lay Worker His Severance, Suit Says

A Bakery, Confectionary & Tobacco Workers and Grain Millers International Union local discriminated against and failed to represent a Frito-Lay Inc. worker by not showing him documents that would have convinced him to accept a severance package, according to a lawsuit filed Monday in Kansas federal court.

Complaint attached | Read full article »

Court Approves Deal To End Wash. Coastal Runoff Suit

A Washington federal court has approved a deal to end a suit that accuses the federal government of failing to ensure that state environmental regulators had pollution controls in place to prevent excessive nutrient runoff from threatening aquatic life in and around Puget Sound.

2 documents attached | Read full article »

PEOPLE

Bell Nunnally Adds IP Partner From Klemchuk

Dallas-based Bell Nunnally & Martin LLP has brought on a former Klemchuk LLP partner with two decades of legal experience in international trademarks and intellectual property, including as partner with Baker McKenzie.

Read full article »

EXPERT ANALYSIS

PPP Enforcement Issues To Watch In 2021

Derek Adams at Potomac Law, and Ellen London and Steven Deolus at Alto Litigation, examine the evolution of the Paycheck Protection Program, the impact of constant changes to eligibility and reporting rules, and enforcement developments to expect this year.

Read full article »

Why Franchisors Should Disclose 2020 Financials

Any franchisor considering marketing new franchises in 2021 by leaning on pre-pandemic financial results and omitting 2020 declines should know the perils of this plan, says Rochelle Spandorf at Davis Wright.

Read full article »

What To Expect From Securities Litigation In 2021

Attorneys at Alston & Bird explore expectations for this year's securities litigation landscape, including class actions related to COVID-19, whistleblower claims and U.S. Securities and Exchange Commission enforcement activity.

Read full article »

Keys To Creating Standout Law Firm Thought Leadership

Whether geared toward a global audience or a particular client, a law firm's articles, blog posts and client alerts should strive to be original by harnessing a few editorial tools and following the right distribution sequence, say Steven Andersen and Tal Donahue at Infinite Global.

Read full article »

LEGAL INDUSTRY

Squire Patton Puts 1st Black Woman On Global Board

Squire Patton Boggs LLP has appointed two new members to its 12-person global board, including a Washington, D.C.-based partner who is the first African-American woman to sit on the international firm's governance and policymaking panel, the firm said Monday.

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Joel Katz Exits Greenberg A Year After Sex Harassment Claim

Akin Gump
Alston & Bird
Alto Litigation
Baker McKenzie
Bell Nunnally
Biller & Kimble
Burns Charest
Cislo & Thomas
DLA Piper
Davis Wright Tremaine
Dickinson Wright
Donahue Goldberg
Drummond Law PLLC
Gibson Dunn
Greenberg Traurig
Gupta Wessler
Harris Wiltshire
Hart McLaughlin
Hogan Lovells
Hunton Andrews Kurth
Kaplan Kirsch
Katz Marshall
Keker Van Nest & Peters
Keller Rohrback
Kilpatrick Townsend
Klemchuk LLP
Latham & Watkins
Lathrop GPM
Lockridge Grindal
Lynch Cox Gilman
McDermott Will
Morrison & Foerster
O'Melveny & Myers
Pearson Simon
Pierce Bainbridge
Potomac Law Group
Potter Anderson
Pritzker Levine
Robbins Geller
Rusing Lopez
Sheehan & Associates PC
Shook Hardy
Sloan Eisenbarth
Squire Patton
Weil Gotshal
White & Case
Wilkinson Stekloff
Williams & Connolly
Winstead PC

GOVERNMENT AGENCIES

California Supreme Court
Commodity Futures Trading Commission
Federal Trade Commission
Internal Revenue Service
National Oceanic and Atmospheric Administration
Office of Federal Contract Compliance Programs
Small Business Administration
U.S. Attorney's Office
U.S. Court of Appeals for the Sixth Circuit
U.S. Department of Commerce
U.S. Department of Housing and Urban Development

AMERICAN OVERSIGHT

Greenberg Traurig LLP said Monday that Joel Katz, the founding chairman of its media and entertainment practice and founding shareholder in Atlanta, has resigned after nearly 23 years at the firm — and a year after the ousted head of the organization behind the Grammy Awards accused him of sexual harassment.

Read full article »

Biden Taps 21 Attys For White House Counsel's Office

President-elect Joe Biden said Monday that 21 attorneys with a mix of experience in the Obama administration, Congress and BigLaw will join his White House Counsel's Office.

Read full article »

NYC Bar Calls For Removing Trump After Capitol Riot

The New York City Bar Association called on the executive and legislative branches of the U.S. government Monday to remove President Donald Trump from office after a riot of his supporters caused death and destruction in the U.S. Capitol last week.

Read full article »

NY State Legislator Asks Appellate Division To Disbar Giuliani

New York state Sen. Brad Hoylman said Monday that he is asking the state's Appellate Division to disbar Rudy Giuliani after he incited a pro-Trump crowd to commit violence shortly before a mob invaded the U.S. Capitol on Wednesday.

Read full article »

House Dems Move To Impeach Trump Over Capitol Attack

House Democrats on Monday introduced an article of impeachment charging President Donald Trump with inciting an insurrection by encouraging his supporters' deadly attack on the Capitol last week, with more than 200 co-sponsors ready to make Trump the first American president impeached twice.

Read full article »

Citing 'Toxic Stew,' Del. Judge Boots Lin Wood From Case

A Delaware Superior Court judge ruled Monday that controversial attorney L. Lin Wood can't represent former Trump campaign adviser Carter Page in a state defamation case, saying it would be inappropriate to let Wood practice before the court because he has recently exhibited a "toxic stew of mendacity, prevarication and surprising incompetence."

Read full article »

DOL Atty Fired After Claiming Trump Tie Quashed Oracle Suit

U.S. Department of Labor Secretary Eugene Scalia has fired a top DOL litigator who claimed the agency decided not to pursue its $400 million pay bias case against tech giant Oracle because the company is led by an ally of President Donald Trump, the litigator's whistleblower attorney said Monday.

Read full article »

MoFo Nabs Former DOJ Fraud Chief As DC-Based Partner

A decade-plus veteran of the U.S. Department of Justice, who spent the last four years in its securities-focused leadership, has just joined Morrison & Foerster as a partner.

Read full article »

Facebook Names 1st VP Of Civil Rights

Facebook on Monday said it has tapped a former White House and U.S. Department of Justice attorney to establish and oversee its new civil rights organization, acting on a recommendation made to the social media giant last year by an audit committee.

Read full article »

Interview

Trump-Appointed Mass. US Atty Eyes Move To Private Practice

Massachusetts U.S. Attorney Andrew Lelling said Monday he plans to travel the well-worn path from federal prosecutor to the defense bar early this year, and will likely step down before he is formally asked to do so by the incoming Biden administration.

Read full article »

Mylan, Pfizer Fight Remote Testimony In EpiPen Trial

Drugmakers Pfizer and Mylan told a federal judge it wouldn't be right to give blanket permission for livestreamed testimony in an upcoming trial in the EpiPen antitrust multidistrict litigation.

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- U.S. Office Of Special Counsel
- U.S. Patent and Trademark Office
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- United States District Court for the District of Kansas
- United States District Court for the District of Montana
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AMERICAN OVERSIGHT

Calif. Sees Highest Bar Exam Pass Score In Over A Decade

More than 60% of test-takers passed California's October bar exam, the highest pass rate in 12 years, after the Golden State lowered the score required to pass the exam and — in response to COVID-19 — delayed the test and administered it online for the first time.

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AMERICAN OVERSIGHT

From: Food & Beverage Law360 <news-q@law360.com>
Sent: Friday, February 19, 2021 4:52 AM EST
To: Mark Loeffler <Mark.Loeffler@TexasAgriculture.gov>
Subject: Sheppard Mullin Atty's Motion In Clif Bar Case Irks Judge

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FOOD & BEVERAGE

Friday, February 19, 2021

TOP NEWS

Sheppard Mullin Atty's Motion In Clif Bar Case Irks Judge

A California federal judge overseeing a false ad suit against Clif Bar & Co. ripped into its Sheppard Mullin Richter & Hampton LLP attorney for filing a summary judgment motion that didn't address his previous orders, calling the move "unprofessional to say the least" and denying the motion.

Read full article »

McDonald's Franchisee Fined For Firings Over Virus Concerns

The California Labor Commissioner on Wednesday slapped a Los Angeles McDonald's franchisee with a nearly $126,000 labor law fine after the commissioner said the fast food employer illegally fired four workers who reported they could be exposed to the coronavirus because of unsafe work conditions.

Read full article »

Injunction Reversed In Instacart Worker-Misclassification Case

A California appeals court has reversed an injunction against Instacart in a suit by the city of San Diego that said the grocery delivery company misclassified workers as independent contractors to avoid paying lawful wages, saying the law Instacart is accused of skirting had changed.

Opinion attached | Read full article »

JAMS Isn't Biased In Monster Dispute, Calif. Judge Rules

A California judge has rejected arguments that JAMS took sides in a dispute involving Monster Energy when it urged the U.S. Supreme Court to clarify guidelines on arbitrator disclosure requirements, calling it "highly speculative" that the arbitration provider's position on the issue could affect its arbitrators' impartiality.

Order attached | Read full article »

Ind. Gov. Signs Law Shielding Businesses From Virus Liability

Indiana became the latest state to enact a coronavirus liability shield for businesses and schools on Thursday as Gov. Eric J. Holcomb signed the new immunity bill into law.

Read full article »

POLICY & REGULATION

Democrats Launch Fresh Push To Expand LGBTQ Rights

Democratic lawmakers reintroduced the Equality Act on Thursday, breathing new life into a sweeping bill that would outlaw bias based on sexual orientation and gender identity in workplaces, schools, housing and other contexts nationwide.

2 documents attached | Read full article »

LITIGATION

McDonald's Tries To Melt Ice Cream Buyer's Vanilla Fraud Suit

McDonald's Corp. urged a California federal judge Thursday to throw out claims that reasonable consumers expect its vanilla ice cream cones to be flavored exclusively with vanilla beans, but the judge expressed discomfort with making assumptions at the motion to dismiss stage about what reasonable consumers might expect.

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Space Exploration Technologies

AMERICAN OVERSIGHT

Dairy Queen Operator Revamps Policy In EEOC Disability Pact

A company that runs Dairy Queen restaurants has agreed to change one of its stores' policies to explicitly lay out how workers should ask for disability accommodations as part of a deal to quell a U.S. Equal Employment Opportunity Commission suit.

Memorandum attached | Read full article »

Sysco Says Union Fund Won't Return Mistaken Contributions

A Sysco unit in Oklahoma has accused a Teamsters benefits fund of wrongly keeping more than $300,000 the company mistakenly sent on behalf of workers who were no longer covered by the union following a settlement at the National Labor Relations Board.

Complaint attached | Read full article »

Factory Can't Use Pa. Deal To Bar Water Pollution Suit

A Pennsylvania federal judge refused Thursday to end a Clean Water Act citizen suit seeking to hold a poultry waste processing facility accountable for discharging excess nitrogen in its wastewater, despite settlements with the state.

Opinion attached | Read full article »

Metlakatla Tribe's Bid To Restore Fishing Rights Dismissed

An Alaska federal judge on Wednesday dismissed an attempt by the Metlakatla Indian Community to try restoring its fishing rights, siding with the state government's arguments that the tribe's previous fishing activities stemmed from lack of government oversight, not permission.

Order attached | Read full article »

Coronavirus Litigation: The Week In Review

Biotechnology firm Inovio Pharmaceuticals Inc. must face trimmed claims alleging it misled the public about a coronavirus vaccine, New York's attorney general says Amazon has failed to protect its workers from the spread of the virus, and United Airlines can't completely escape a suit accusing it of denying passengers refunds for flights canceled amid the pandemic.

Read full article »

DEALS

Deals Rumor Mill: SpaceX, Marqeta, Aerion

SpaceX is worth about $74 billion after its latest funding round, payments processing company Marqeta could go public at a $10 billion valuation, and plane maker Aerion may merge with a special-purpose acquisition company at a $3 billion valuation. Here, Law360 breaks down these and other deal rumors from the past week that you need to be aware of.

Read full article »

EXPERT ANALYSIS

Genetic Engineering And The Endangered Species Act

Companies should be aware of the recent California federal court decision in Institute for Fisheries Resources v. U.S. Food and Drug Administration, requiring an Endangered Species Act analysis during FDA review of a genetically engineered animal, so they can better prepare for the approval process, say attorneys at Wiley.

Opinion attached | Read full article »

Avoiding Materially Adverse Conflicts After New ABA Opinion

The American Bar Association's recent guidance on what constitutes materially adverse interests between clients makes clear that lawyers should not take comfort in a current representation just because a former client is not on the opposite side of the v., and those hoping to avoid disqualification should consider five steps, says Hilary Gerzhoy at Harris Wiltshire.

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Law360

LEGAL INDUSTRY

Girardi Co-Attys Say 'Diabolical' Scheme Cost Them Millions

Thomas V. Girardi has been dogged by lawsuits claiming he brazenly stole client funds for decades, but court records also suggest he has made a habit of stiffing fellow lawyers and legal service providers, to the tune of more than $20 million.

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AMERICAN OVERSIGHT

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Exclusive

Ex-WilmerHale Temp Says White House Atty Lied For Toyota

A former WilmerHale attorney who now works at the White House has been subpoenaed after a former temp accused him of lying under oath to help Toyota cover up corrupt practices in Thailand, including hiding defects in some of its car models.

Read full article »

Beyond 'Cat Lawyer': Judges On Virtual Hearings

An attorney appearing in a virtual proceeding with a cat filter threw a spotlight on remote court hearings and how they've transformed much of the judiciary. Judges shared their perspectives with Law360 Pulse on this online atmosphere, noting it's here to stay.

Read full article »

House Panel Ponders Reforms To Justices' 'Shadow Docket'

A recent uptick in unsigned, dead-of-night rulings by the U.S. Supreme Court on divisive issues prompted House lawmakers from both parties Thursday to search for ways to bring more transparency to the justices' so-called shadow docket.

Read full article »

White House Wins McGahn Suit Delay, Rifts With House Dems

President Joe Biden's White House scored a win over House Democrats as the D.C. Circuit agreed Thursday to delay oral arguments in the latter's suit to force ex-White House lawyer Don McGahn to testify about former President Donald Trump's alleged attempts to impede the investigation into the 2016 election.

Read full article »

'Outdated' Accellion Software To Blame For Hack, Victims Say

Accellion's disregard for data security led to a recent hack of its file transfer software, compromising the personal information of 1.6 million Washington state residents, according to a California class action filed Wednesday that appears to target the same software linked to a data breach at Jones Day.

Read full article »

Ex-SEC Chairman Jay Clayton Returns To Sullivan & Cromwell

Former U.S. Securities and Exchange Commission Chairman Jay Clayton is back at Sullivan & Cromwell LLP after three and a half years at the agency, as well as set to serve in a newly created role on the board of directors at Apollo Global Management, according to a pair of Thursday announcements.

Read full article »

Texas Students May Defer Feb. Bar Exam Amid Power Outages

Texas Bar candidates scheduled to take the remotely administered bar exam next week can defer to the July exam if they've been affected by the winter storm that ravaged the state, or can get a partial reimbursement for hotel expenses if they have ongoing power outages.

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AMERICAN OVERSIGHT

From: Texas Farm Bureau <noreply@txfbmail.com>
Sent: Friday, January 22, 2021 5:51 PM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>
Subject: Austin Newsletter, Issue 2

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January 22, 2021 | Regular Session, Issue 2 | 87th Regular Session

Every Friday, this newsletter will keep you up to speed on some of the legislation important to Texas Farm Bureau members that Austin staff are following.

Please do not hesitate to contact the appropriate staff with any questions.

AMERICAN OVERSIGHT

Eminent Domain

HB 901: Relating to the acquisition of real property by an entity with eminent domain authority.

Burns, DeWayne (R)

Summary:

HB 901 proposes amendments to the Texas eminent domain process. It includes the language agreed to by Texas Farm Bureau in 2019 to ensure landowners get a fair *bona fide offer* and *required easement terms* with the initial offer.

Under HB 901, a private entity with eminent domain authority has made a bona fide offer only if the initial offer includes:

- The complete written report of the property's value and the private entity's basis for initial offer; including any damages to the remaining property.
    1. The value or estimate price must be determined by one of the following prepared by an appraiser or real estate broker:
        - Property appraisal,
        - Comparative market analysis,
        - Broker price opinion, or
        - Market study.
- The Landowner Bill of Rights; and
- A conveyance document with the required minimum easement terms.

Minimum Easement Terms:

- Required terms for pipeline and transmission line easements;
- The required terms are negotiable after the initial offer;
- Easement document must be filed with condemnation petition.

The Special Commissioners' hearing also stands to gain procedural efficiency. If HB 901 is passed, the condemnation court judge will appoint two alternate special commissioners if one of the three special commissioners is struck by each party. The alternate special commissioner would then serve as a replacement for the stricken commissioner. This "pre-appointment" contributes to procedural efficiency for everyone involved. Rather than waiting for the new appointment after a strike, the process is predetermined before the proceeding begins. This simply reorganizes the process for judges. They will already be searching for special commissioners and can select all five at once, rather than breaking it up into multiple searches.

Texas Farm Bureau's Position:

HB 901 includes the agreements the industry made with the landowner groups in 2019, and it only applies to private companies. HB 901 includes the agreements made on *bona fide offer* and *required easement terms.*

TFB agreed to leave *landowner meetings* out of HB 901, because the industry would not agree to a meeting that would provide landowners with the information they need in a timely manner. In lieu of requiring the condemning entities to conduct meetings, TFB initiated a program to conduct landowner meetings, and it sponsored a **landowner's guide** to the eminent domain process with Texas A&M AgriLife Extension.

TFB **supports** SB 474. HB 901. (TFB 2021 Policy: Eminent Domain 151, Pages 61-62, Lines 9-15 and 52-62.)

Water

HB 271: Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.

Murr, Andrew (R)

AMERICAN OVERSIGHT

Summary:

HB 271 proposes adding a new section to Chapter 11 of the Water Code. This new section creates requirements for a state agency's classification of a waterway as *navigable.*

Before issuing an opinion, the agency must follow procedures that ensure the affected property owners are aware of the change and can participate in a public meeting. First, the agency must perform a gradient boundary survey of the watercourse or obtain an exception from the General Land Office. Second, the agency must provide to the waterway's abutting property owners a written notice of the upcoming opinion and public meeting. Third, the agency must hold a public meeting in which any person may present evidence, object to or support the classification as a navigable waterway.

The public meeting must be held in a publicly accessible location at least 45 days after the written notice is provided. The agency must provide information to public meeting attendees about where and when the final decision will be posted. In addition, the agency must provide a written copy of the final decision to the abutting landowners of the waterway.

The bill clarifies that some portions of the same waterway may be deemed navigable while others are not. It further clarifies that the requirements do not apply to classifications previously made that need to be refiled.

Aggrieved parties may file an appeal with the district court of the waterway's county no later than 60 days after the opinion is issued. The defendant of the appeal will be the state or government agency that originally issued the opinion.

TFB **supports** HB 271. (TFB 2021 Policy: Surface Water Section 154, Page 72, Lines 72-74.)

HB 966: Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.

Burns, DeWayne (R)

Background:

Under current law, if a landowner loses a challenge to a Groundwater Conservation District (GCD) in court, the landowner is required to pay the district's attorney fees. Conversely, the landowner has no right to attorney fees if he or she wins the case.

The unfair, one-sided awarding of attorney fees burdens any landowner who has a legitimate complaint about a GCD's rule or permitting decision. It forces landowners to accept unfair rules or permit decisions, because they cannot take the financial risk of losing the case. It further prevents landowners from holding GCDs accountable and preventing regulatory overreach.

Summary:

HB 966 addresses the unfair attorney's fees language in the Water Code.

Burns' bill removes the mandate that a losing party must pay the GCD's attorney fees. Instead, the judge would hold the discretion to award the GCD attorney fees if the judge believes it is justified—such as when the challenge is frivolous.

It also amends the awarding of attorney fees for enforcement actions. This provision will be removed in the committee substitute, because it would hinder districts being able to enforce their rules.

TFB **supports** HB 966. TFB 2021 Policy: Real Property Rights 150, Page 57, Lines 13-16; Groundwater 153, Page 69, Lines 140-145.

AMERICAN OVERSIGHT

Feral Hog Control

Deemed the most destructive species in North America, feral hogs create an estimated $1.5 billion in property damage every year, with $52 million in agricultural damages in Texas. Texans are restricted to only trapping and hunting feral hogs, which has proven to be not effective in controlling the invasive species.

The company Scimetrics has developed a warfarin-based product, Kaput, for use in feral hog control. Unfortunately, the use of Kaput became a political issue, and steps were taken to block its usage. A 2017 rider on the Texas Department of Agriculture (TDA) budget prevents the agency from approving the use of Kaput on feral hogs in Texas. Another 2017 rider on the Texas A&M AgriLife Extension budget prevents it from even researching *Kaput* for use on feral hogs in Texas.

Other studies—and federally-approval—show that Kaput is safe and effective for controlling this invasive and destructive species.

Texas Farm Bureau supports legalizing reasonable chemical controls for feral hogs and supports maintaining all current legal methods of controlling feral hogs.

Aggrieved parties may file an appeal with the district court of the waterway's county no later than 60 days after the opinion is issued. The defendant of the appeal will be the state or government agency that originally issued the opinion.

TFB **supports** removing both budget riders. (TFB 2021 Policy: Feral Hogs 114, Page 11, Lines 9-10 and 14-15 and 22-24.)

Farm Animal Liability

HB 365: Relating to the limitation of liability for farm animal activities.

Murr, Andrew (R)

Summary:

HB 365 amends the Farm Animal Liability Act (FALA) to expand its liability protection to include additional individuals and situations. The definitions are expanded to ensure that all farm and ranch livestock and activities are covered

FALA limits liability when damage or injury results from dangers that are an inherent risk of livestock activities. The bill extends liability protection to routine management of farm and ranch livestock—whereas the previous version of FALA did not include owning, raising, pasturing, herding, transporting or health management for the animal. If the bill passes, employees and private contractors will no longer be excluded from liability protection under FALA.

These important sections of FALA would remain unchanged under Murr's proposal:

- Negligence in caring for or providing faulty equipment or tack;
- Failure to ensure that the injured person understood and was capable of safely engaging with the animal;
- Dangerous land conditions of which the landowner or land-controller was aware of but did not provide warning;
- The animal owner recklessly or intentionally caused the injury;
- Injury of a non-participant in a livestock show.

Notice will still be required where any activity occurs. And a warning would still be required in every contract for an animal activity covered under FALA.

TFB **supports** HB 365. (TFB 2021 Policy: Livestock Section 120, Page 15, Lines 43-44, Property Rights Section 150, Page 58, Lines 97-99.)

HB 1078: Relating to liability arising from farm animal activities.

Landgraf, Brooks (R)

Summary:

HB 1078 also amends the Farm Animal Liability Act (FALA). It expands FALA to include breeding, feeding or working farm animals as a vocation; and farm or ranch employees; and farm or ranch independent contractors.

The bill proposes that liability limitations are expanded to farm or ranch owners or operators in situations of property damage, injury or death when it results from dangers that are an inherent risk of the animal and situation. The bill includes the following situations:

- the nature of an animal to react to a person handling or approaching it;
- the unpredictability of an animal's reaction to an unexpected sound, movement, or object;
- equine riding hazards and collisions;
- the injured person's own negligence or recklessness.

The situations which are still subject to civil liability are:

- Negligently kept equipment or tack;
- Failure to ensure that the injured person understood and was capable of safely engaging with the animal;
- Dangerous land conditions of which the landowner or land-controller was aware of but did not provide warning;
- The animal owner recklessly or intentionally caused the injury;
- Injury of a non-participant in a livestock show.

TFB **supports** HB 1078. (TFB 2021 Policy: Livestock Section 120, Page 15, Lines 43-44, Property Rights Section 150, Page 58, Lines 97-99.)

AMERICAN OVERSIGHT

Truth in Labeling

HB 316: Relating to the advertising and labeling of certain meat food products.

Buckley, Brad (R)

Summary:

HB 316, the Texas Meat and Imitation Food Act, states food that is falsely or misleadingly advertised or labeled as containing or imitating meat is considered misbranded.

If the department finds that the food is indeed misbranded, the department or attorney general may petition a district court to restrain the distribution of the misbranded food until the violations are addressed. Food in violation, or suspected violation, must bear a tag labeling it as "adulterated or misbranded" until the violation is corrected.

The Act also imposes investigative costs, court costs, reasonable attorney's fees, witness fees and deposition expenses on the violator of the misbranding regulations. The food may be returned to the market—and all warning tags removed—once the violation is corrected and all fees are paid.

TFB **supports** HB 316. (TFB 2021 Policy: Dairy 113, Page 10, Line 9, Livestock 120, Page 15, Lines 45-57 and 177-181, Marketing 132, Page 23, Lines 69-74.)

AMERICAN OVERSIGHT

Rural Connectivity

SB 154: Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.

Perry, Charles (R)

Summary:

SB 154 proposes the creation of the Broadband Office within the Public Utilities Commission, as well as the creation of a grant program to fund connectivity projects across the state.

The Broadband Office's proposed powers and duties:

- Facilitate and coordinate the efforts of the entities involved in broadband service projects;
- Develop investment and deployment proposals for unserved areas;
- Promote and coordinate public and private solutions;
- Assist and promote local and regional planning;
- Pursue and obtain federal sources of funding;
- Develop a framework to measure service and identify unserved areas;
- Develop statewide goals for service deployment in unserved areas;
- Manage and award funds allocated for broadband projects; and
- Serve as liaison between local entities and federal funding programs.

SB 154 also proposes the creation of the Broadband Grant Program, which would award applicants for projects in unserved areas. The Broadband Office would be required to divide the state into five regions and ensure that each region receives an equitable portion of the funding. The bill lays out what the office should consider before making an award decision and limits single awards to $250,000 or less than 30 percent of the total cost of the project.

Grant recipients must notify the Broadband Office when the project is complete. Project compliance reports will be made public. The following standards apply for three years after recipients receive funding:

- Must provide project territory service at comparable rates to those in urban and well-served areas;
- May not establish a cap on data usage in the project territory;
- Must provide annual reports to the Broadband Office on their compliance with the standards.

TFB **supports** SB 154. (TFB 2021 Policy: Rural Living Section 183, Pages 116-117, Lines 47-54.)

HB 154: Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.

King, Ken (R)

Summary:

HB 425 proposes an amendment to the Texas Utilities Code that extends the authority of the Universal Service Fund. It creates and funds rural broadband development projects in underserved rural areas. The bill does not increase the fee rate in order to fund the project but expands the qualification for participation in the program. Broadband service providers may elect to participate in the program, and those providers pay the uniform charge before they receive support from the Universal Service Fund.

TFB **supports** HB 425 and legislative efforts to facilitate the installation of broadband and cellular infrastructure in underserved rural communities. (TFB 2021 Policy: Rural Living Section 183, Pages 116-117, Lines 47-54.)

Texas Farm Bureau State Legislative Team

AMERICAN OVERSIGHT

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From: Commissioner Sid Miller
Sent: Wednesday, February 24, 2021 8:57 PM EST
To: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>
Subject: Cavalry Group Word 2021 Master List .pdf
Attachment(s): "Cavalry Group Word 2021 Master List .pdf"

Put the microscope on theses Texas bills

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Cavalry Group

2021 Legislative Session Pending Legislation

Blue text indicates a clickable link

Yellow highlight indicates NEWLY Filed AQUA highlight indicates that we are monitoring this bill

AK HB 22 (Status 1/8/2021) **Farming**

Title: Shared Animal And Raw Milk/products
Summary: An Act relating to shared animal ownership; and relating to the sharing and sale of raw milk and raw milk products.
Status: 2021-01-08 - PREFILE RELEASED 1/8/21

****

AL HB 374 Updated (Introduced 2/9/2021)

Title: Animals, cruelty to dogs and cats, definition of shelter, Sec. 13A-11-240 am'd.
Sponsor: Rep. Andrew Sorrell [R] Rep. Timothy Wadsworth [R] Rep. Ritchie Whorton [R]
Status: 2021-02-09 - Read for the first time and referred to the House of Representatives committee on Agriculture and Forestry
Pending: House Agriculture and Forestry Committee

****

AR [R] HB 1099 - Updated (Status 01/12/2021)

Title: TO AUTHORIZE THE VETERINARY MEDICAL EXAMINING BOARD TO PROMULGATE RULES REGARDING TELEHEALTH AND TELEMEDICINE AND TO ISSUE RESTRICTED LICENSES FOR VETERINARIANS.
Sponsor: Rep. DeAnn Vaught (R-AR)
Status: Read the first time, rules suspended, read the second time and referred to the Committee on AGRICULTURE, FORESTRY & ECONOMIC DEVELOPMENT-HOUSE - 01/11/2021

AR [R] HB 1126 - Updated (Status 01/13/2021) **Shelter Regs**

Title: AN ACT FOR THE OFFICE OF THE TREASURER OF STATE - ANIMAL RESCUE SHELTERS APPROPRIATION FOR THE 2021-2022 FISCAL YEAR.
Sponsor: Joint Budget Committee
Status: Read the first time, rules suspended, read the second time and referred to the Committee on JOINT BUDGET COMMITTEE – 01/12/2021

AR [R] HB 1142 - Updated (Status 01/13/2021) Amendment added

Title: TO RECOGNIZE ARTIFICIAL INSEMINATION OF LIVESTOCK AND ANIMALS AS A ROUTINE ANIMAL HUSBANDRY PRACTICE.
Sponsor: Rep. DeAnn Vaught (R-AR)
Status: Amendment No. 1 read and adopted and the bill ordered engrossed.

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AZ [R] HB 2355 - Updated **HEARING SCHEDULED** **Abuser Registry**

Title: animal abuser registration; penalties

Sponsor: John Kavanagh [R]
Status: Sent to House Rules Committee
House Minority Caucus- DO PASS

AZ [R] HB 2368 - Updated (New 01/20/2021)
Title: veterinarians; malpractice; unprofessional conduct; action
Sponsor: Kevin Payne
Status: No history available

AZ HB 2483 Updated (NEW NO DATE) **HEARING SCHEDULED** **4A Violation**
Title: Animal ownership; possession; prohibition
Sponsor: Sen. John Kavanagh [R] Rep. Amish Shah [D]
Status: Assigned House Rules Committee
House Minority Caucus- DO PASS

AZ HB 2525 Updated (Introduced 1/28/2021)
Title: Egg-laying hens; confinement; regulation
Sponsor: Sen. John Kavanagh [R]
Status: 2021-01-28 - Assigned to House RULES Committee
Pending: House Land, Agriculture and Rural Affairs Committee

AZ HB 2626 Updated (New NO DATE) **Declawing**
Title: Cat declawing; prohibition; exceptions
Sponsor: Rep. Amish Shah [D] Sen. John Kavanagh [R]
Status: To House Land, Agriculture and Rural Affairs Committee

AZ SB 1483 Updated (Introduced 1/28/2021) **Retail Pet Shop Ban**
Title: Pet dealers; prohibitions; cats; dogs
Sponsor: Sen. Sean Bowie [D]
Status: Introduced on January 28 2021 - 25% progression. 2021-02-01 - Senate read second time Pending: Senate Commerce Committee

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CA [R] AB 253 - Updated (Status 01/16/2021)
Title: Animal welfare.
Sponsor: Asm. Jim Patterson (R-CA)
Abstract: An act to amend Section 599aa of the Penal Code, relating to animal welfare.
Status: Assembly Public Safety Committee

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****CO HB 1102** Updated (Introduced 2/16/2021**) HEARING** **Retail Pet Shop Ban**
Title: Consumer Protection For Dog And Cat Purchasers
Sponsor: Rep. Monica Duran [D] Rep. Matt Soper [R] Sen. Sonya Jaquez Lewis [D]
Abstract: Concerning requirements of pet stores that sell certain pet animals.
Status: [Hearing: Feb 22 @ 1:30 pm]
To House Agriculture, Livestock, & Water Committee

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CT HB 5031 Updated (Status 1/11/2021) **Fur Ban**

Title: An Act Prohibiting the Sale, Trade Or Distribution Of New Animal Fur.
Sponsor: Rep. David Michel [D]
Abstract: To prohibit the sale and trade of new animal fur products in the state of Connecticut.
Status: 2021-01-11 - Referred to Joint Committee on Environment

CT [R] HB 5193- Updated (New 1/15/2021) **Bestiality**

Title: To increase the penalty for engaging in sexual contact with an animal
Sponsor: Rep. William Petit [R]
Status: 2021-01-15 - Referred to Joint Committee on Judiciary

CT [R] HB 5177 -Updated (New 1/15/2021 **Potential Fishing Restriction**

Title: To preserve horseshoe crab populations.
Sponsor: Rep. Joseph Gresko [D]
Status: 2021-01-15 - Referred to Joint Committee on Environment

CT HB 5629 Updated (Introduced 1/27/2021

Title: An Act Authorizing the Appeal Of An Order Issued By An Animal Control Officer Directly To The Superior Court.
Sponsor: Rep. Douglas Dubitsky [R]
Abstract: To expedite appeals of animal control officer orders and minimize the time impounded animals are held at taxpayer expense.
Status: Introduced on January 27 2021 - 25% progression
Action: 2021-01-27 - Referred to Joint Committee on Environment

CT HB 5800 Updated (Introduced 1/28/2021) **Circus Ban**

Title: An Act Prohibiting The Use Of Wild Animals In Circuses, Carnivals And Exhibitions.
Sponsor: Rep. Charlie Stallworth [D]
Abstract: To prohibit the use of wild animals in circuses, carnivals and exhibitions.
Status: Introduced on January 28 2021 - 25% progression
Action: 2021-01-28 - Referred to Joint Committee on Environment

CT HB 5809 -Updated (Introduced 1/28/2021)

Title: An Act Concerning Companion Animal Welfare.
Sponsor: Rep. Dave Yaccarino [R]
Abstract: To study companion animal welfare.
Status: Introduced on January 28 2021 - 25% progression
Action: 2021-01-28 - Referred to Joint Committee on Environment

CT HB 5825 Updated (Introduced 1/28/2021)

Title: An Act Prohibiting The Possession Of An Animal In The Case Of A Person Convicted Of Animal Cruelty.
Sponsor: Rep. Dorinda Keenan Borer [D]
Abstract: To provide protection for animals by preventing repeat offenses of animal cruelty.

Status: 2021-01-28 - Referred to Joint Committee on Environment

CT HB 5958 Updated (Introduced 1/28/2021)
Title: An Act Classifying Animal Control Officers As First Responders.
Sponsor: Rep. Dorinda Keenan Borer [D]
Abstract: To accurately reflect the duties of animal control officers as first responders and entitle them to appropriate benefits.
Status: Introduced on January 28 2021 - 25% progression
Action: 2021-01-28 - Referred to Joint Committee on Labor and Public Employees

CT HB 6251 Updated (Introduced 1/29/2021)
Title: An Act Concerning Animal Abuse By Repeat Offenders.
Sponsor: Rep. Dorinda Keenan Borer [D]
Abstract: To prevent further animal abuse by repeat offenders, to decrease the number of animal abuse cases that result in dismissal and to require thorough evaluation of offenders of animal abuse crimes.
Status: Introduced on January 29 2021 - 25% progression
Action: 2021-01-29 - Referred to Joint Committee on Judiciary

CT SB 66 Updated (Introduced 1/12/2021) **Circus Ban**
Title: An Act Prohibiting The Use Of Wild Animals In Circuses, Carnivals And Exhibitions.
Sponsor: Sen. Will Haskell [D]
Abstract: To prohibit the use of wild animals in circuses and exhibitions.
Status: 2021-01-12 - Referred to Joint Committee on Environment

CT SB 458 Updated (Introduced 1/27/2021) **Breeder Licensing**
Title: An Act Establishing A Companion Animal Breeder License.
Sponsor: Sen. Catherine Osten [D]
Abstract: To regulate the breeding of companion animals.
Status: 2021-01-27 - Referred to Joint Committee on Environment

CT SB 521 Updated (New 1/27/2021) **Redefining Cruelty**
Title: An Act Concerning A Review Of Animal Cruelty Laws By The Connecticut Sentencing Commission.
Sponsor: Sen. James Maroney [D]
Abstract: To require the Connecticut Sentencing Commission to review the animal cruelty laws in this state and other states and make recommendations, if any, to the legislature for changes to state laws.
Status: 2021-01-27 - Referred to Joint Committee on Judiciary

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FL [R] HB 45 - Updated (New 12/09/2020) Pet Shop Ban
Title: Retail Sale of Domestic Dogs and Cats:
Sponsor: Rep. Sam Killebrew (R-FL)

Abstract: Prohibits pet stores from selling or offering for sale domestic dogs & cats; provides penalties.
Status: Now in Regulatory Reform Subcommittee - 01/15/2021

FL [R] HB 47 - Updated (New 1/15/2021) **Vet Reporting**
Title: Reporting Animal Cruelty:
Sponsor: Rep. Dan Daley (D-FL)
Abstract: Specifies that the failure of veterinarian to report suspected animal cruelty is grounds for disciplinary action; requires veterinarians, veterinary technicians, & other animal treatment provider employees to report cases of suspected animal cruelty to certain officials & authorizes such persons to report suspected cases of animal cruelty at certain commercial food-producing animal operations under certain circumstances; provides immunity from liability & employment protections for certain persons; provides criminal penalties for the alteration or the destruction of medical records for specified purposes.
Status: Now in Regulatory Reform Subcommittee - 01/15/2021 Filed - 12/09/2020

FL [R] HB 49 - Updated (New 12/10/2020) **Vet Reporting**
Title: Pub. Rec./Reporting Animal Cruelty:
Sponsor: Rep. Dan Daley (D-FL)
Abstract: Provides exemption from public records requirements for all records containing reports of animal cruelty made by veterinarians, veterinary technicians, & other animal treatment provider employees; provides for future legislative review & repeal of the exemption; provides statement of public necessity.
Status: Now in Regulatory Reform Subcommittee - 01/15/2021 Filed – 12/09/2020

FL [R] HB 177 - Updated (New 01/07/2021) **Tethering**
Title: Tethering of Domestic Dogs and Cats:
Sponsor: Rep. Emily Slosberg (D-FL)
Abstract: Provides requirements for tethering domestic dogs & cats; provides penalties; provides for enforcement.
Status: Now in Civil Justice & Property Rights Subcommittee - 01/20/2021 Filed - 01/06/2021

FL HO731 Updated (2/18/2021)
Title: Animal Cruelty
Sponsor: Rep. Elizabeth Fetterhoff [R]
Abstract: Revising the elements of certain animal cruelty offenses; defining the term "adequate shelter"; prohibiting the failure to provide an animal adequate shelter; providing criminal penalties, etc.
Status: 2021-02-18 - Now in Criminal Justice & Public Safety Subcommittee

FL S 1122 Updated (2/18/2021)
Title: Animal Cruelty
Sponsor: Sen. Jason Brodeur [R]

Abstract: Revising the elements of certain animal cruelty offenses; defining the term "adequate shelter"; prohibiting the failure to provide an animal adequate shelter; providing criminal penalties, etc.
Status: 2021-02-18 - Referred to Agriculture; Criminal Justice; Appropriations; Rules

FL [R] SB 216 - Updated (New 12/08/2020) **Vet Reporting**
Title: Reporting Animal Cruelty
Sponsor: Sen. Jason Pizzo (D-FL)
Abstract: Reporting Animal Cruelty; Citing this act as ""Allie's Law""; specifying that the failure of a veterinarian to report suspected animal cruelty is grounds for disciplinary action; requiring veterinarians, veterinary technicians, and other animal treatment provider employees to report cases of suspected animal cruelty to certain officials; authorizing veterinarians, veterinary technicians, and other animal treatment provider employees to report suspected cases of animal cruelty at certain commercial food-producing animal operations under certain circumstances, etc.
Status: Filed – 12/07/2020

FL [R] SB 218 - Updated (New 12/08/2020)
Title: Public Records/Reports of Animal Cruelty
Sponsor: Sen. Jason Pizzo (D-FL)
Abstract: Public Records/Reports of Animal Cruelty; Providing an exemption from public records requirements for all records containing reports of animal cruelty made by veterinarians, veterinary technicians, and other animal treatment provider employees; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc.
Status: Referred to Agriculture; Governmental Oversight and Accountability; Criminal Justice; Rules - 12/15/2020

FL SB 650- Updated (New 1/14/2021) **Anti-Tethering**
Title: Tethering of Domestic Dogs and Cats
Sponsor: Sen. Annette Taddeo [D]
Abstract: Providing requirements for tethering domestic dogs and cats; providing applicability; providing penalties; providing for enforcement, etc.
Status: Introduced on January 14 2021 - 25% progression

FL SO 776 Updated (Introduced 1/28/2021)
Title: Racketeering
Sponsor: Sen. George Gainer [R]

Abstract: Revising the definition of the term "racketeering activity" to include certain actions relating to the illegal taking, killing, wounding, sale, purchase, or possession of wild animal life, freshwater aquatic life, or marine life, and related crimes, etc.
Status: 2021-01-28 - Referred to Criminal Justice; Environment and Natural Resources; Rules

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IL [R] HB 46 - Updated (New 01/14/2021)
Title: HUMANE ANIMAL CARE-CANNABIS
Sponsor: Rep. Anthony DeLuca (D-IL)
Abstract: Amends the Humane Care for Animals Act. Provides that no person may knowingly allow an animal to ingest cannabis, including second-hand smoke, or cannabis-infused products in a way that results in the animal's sickness or death. Provides that a first violation is a Class A misdemeanor, and a second or subsequent violation is a Class 4 felony. Effective immediately.
Status: Filed with the Clerk by Rep. Anthony DeLuca – 01/13/2021

IL HB 3570 Updated (Introduced 2/22/2021) **Abuse Registry**
Title: ANIMAL ABUSE REGISTRY
Sponsor: Rep. David Welter [R]
Abstract: Amends the Humane Care for Animals Act and the State Finance Act. Provides that the Department of Agriculture shall create and maintain an animal abuse registry. Requires a person 18 years of age or older who resides in or is domiciled in this State and has been convicted of specified offenses involving animal cruelty or torture to register with the Department to be placed on the registry. Requires a person required to register to pay an annual fee of $50 to the Department. Prohibits a person required to register from owning a companion animal or being employed at an animal shelter, pound, pet shop, zoo, or other business where companion animals are present. Creates the Animal Abuse Registry Fund as a special fund in the State Treasury. Provides that registration fees shall be deposited into the Fund to be used by the Department for establishing and maintaining the animal abuse registry. Effective immediately.
Status: 2021-02-22 - Referred to Rules Committee

IL HB 3646 Updated (Introduced 2/19/2021) see also: HB 1711
Title: ANIMAL WELFARE-PET SHOPS
Sponsor: Rep. Andrew Chesney [R] Rep. Barbara Hernandez [D] Rep. Jonathan Carroll [D] Rep. Daniel Didech [D]
Abstract: Amends the Animal Welfare Act. Provides that a pet shop operator may offer for sale a dog or cat only if the dog or cat is obtained from an animal control facility or animal shelter. Provides that an animal control facility or animal shelter that supplies dogs or cats to pet shop operators to be offered for sale shall not be a dog breeder or a cat breeder or obtain dogs or cats from a dog breeder, a cat breeder, a person who resells dogs or cats from a breeder, or a person who sells dogs or cats at auction in exchange for payment or compensation. Defines the term "offer for sale" and modifies the definitions of "pet shop operator" and "animal shelter". Effective 180 days after becoming law.
Status: Introduced on February 19 2021 - 25% progression
Action: 2021-02-22 - Referred to Rules Committee

IL HB 3728 Updated (Introduced 2/22/2021)

Title: WORKING ANIMAL PROTECTIONS

Sponsor: Rep. Tom Demmer [R]

Abstract: Creates the Local Working Animal Protection Act. Defines "working animal". Provides that the right to utilize working animals for the benefit and welfare of the animals or those they serve is guaranteed. Provides that no ordinance or rule shall be enacted by a unit of local government, including a home rule unit, that terminates, bans, effectively bans, or creates an undue financial hardship relating to the job or use of working animals or animal enterprise in commerce, service, legal hunting, agriculture, husbandry, transportation, or ranching, including, but not limited to, entertainment, education, or exhibition. Provides that the Act does not: alter State law or rules that regulate animal care, public health, or public safety; or prevent the establishment of or alteration of ordinances or rules by a unit of local government regarding animal care, public health, or public safety. Provides that if a unit of local government has an ordinance or rule that conflicts with the Act, the Act controls. Limits home rule powers.

Status: 2021-02-22 - Referred to Rules Committee

IL HB 3889 Updated (Introduced 2/19/2021) **Circus/Exotic Ban**

Title: CRIM CD-TRAVELING ANIMAL ACT

Sponsor: Rep. Camille Lilly [D]

Abstract: Amends the Criminal Code of 2012. Provides that a person commits unlawful use of an exotic animal in a traveling animal act when he or she knowingly allows for the participation of an exotic animal (rather than an elephant) in a traveling animal act. This offense is a Class A misdemeanor. Defines "exotic animal".

Status: Introduced on February 19 2021 - 25% progression

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IL HB 3917 Updated (Introduced 2/19/2021)

Title: ANIMALS-HUMANE CARE

Sponsor: Rep. Natalie Manley [D]

Abstract: Amends the Humane Care for Animals Act. Provides findings from the General Assembly concerning the priority of protecting animals from abuse. Provides for appropriate guidelines for enclosed structures for companion animals. Provides that humane care and treatment of animals includes appropriate exercise. Prohibits placing companion animals in life-threatening situations, when considering their age, health, and species. Provides that no person shall without legal justification knowingly or intentionally commit an act that causes a companion animal to suffer great bodily harm.

Status: Introduced on February 19 2021 - 25% progression

IL [R] HB 138 - Updated (New 01/14/2021) **Tax Credit**

Title: INC TX-PET ADOPTION
Sponsor: Rep. Debbie Meyers-Martin (D-IL)
Abstract: Amends the Illinois Income Tax Act. Creates an income tax credit in the amount of $250 for taxpayers who (i) adopt an animal from a no kill animal shelter and (ii) retain ownership of the animal for a period of 6 consecutive months during the taxable year. Effective immediately.
Status: Filed with the Clerk by Rep. Debbie Meyers-Martin – 01/13/2021

IL HB 168 Updated (New 1/19/2021) **4A Violation**

Title: ANIMALS-FORFEITURE
Sponsor: Rep. Daniel Didech [D]
Abstract: Amends the Humane Care for Animals Act. Provides that in addition to any other penalty, the court may order that a person and persons dwelling in the same household may not own, harbor, or have custody or control of any other animal if the person has been convicted of 2 or more of the following offenses: (1) a violation of aggravated cruelty; (2) a violation of animals for entertainment; or (3) a violation of dog fighting.
Status: Introduced on January 19 2021

IL HB 395 -Updated (Introduced 1/29/2021)

Title: ANIMAL PARTS AND PRODUCTS BAN
Sponsor: Rep. Martin Moylan [D]
Abstract: Amends the Ivory Ban Act. Changes the short title of the Act to the Animal Parts and Products Ban Act. Makes the Act applicable to animal parts or products. Defines "animal part or product" to mean, in addition to ivory and rhinoceros horn, any item that contains, or is wholly or partially made from, the following animal family, genus, or species: cheetah, elephant, giraffe, great ape, hippopotamus, jaguar, leopard, lion, monk seal, narwhal, pangolin, ray or shark, rhinoceros, sea turtle, tiger, walrus, or whale, insofar as the species, subspecies, or distinct population segment is listed on specified endangered species lists. Authorizes the Department of Natural Resources to permit the transfer of covered animal parts or products to or from a museum, unless the activity is prohibited by federal law. Makes changes concerning exemptions for certain antiques.
Status: Introduced on January 29 2021 - 25% progression

IL HB 1711 Updated (Introduced 2/11/21) **Retail Pet Shop Ban**

Title: ANIMAL WELFARE-PET SHOPS
Sponsor: Rep. Barbara Hernandez [D]
Abstract: Amends the Animal Welfare Act. Provides that a pet shop operator may offer for sale a dog or cat only if the dog or cat is obtained from an animal control facility or animal shelter. Provides that an animal control facility or animal shelter that supplies

dogs or cats to pet shop operators to be offered for sale shall not be a dog breeder or a cat breeder or obtain dogs or cats from a dog breeder, a cat breeder, a person who resells dogs or cats from a breeder, or a person who sells dogs or cats at auction in exchange for payment or compensation. Defines the term "offer for sale" and modifies the definitions of "pet shop operator" and "animal shelter". Effective 180 days after becoming law.

Status: Introduced on February 11 2021 - 25% progression

IL [R] SB 558 - Updated (Status 01/03/2021)

Title: COSMETICS-ANIMAL TEST

Sponsor: Sen. Linda Holmes (D-IL)

Abstract: Amends the Community Mental Health Act. Makes a technical change in a Section concerning the short title.

Status: Assigned to Health Care Availability & Accessibility Committee - 01/02/2021

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IN [R] HB 1142 - Updated (New 01/05/2021) **Pet Shop Ban**

Title: Retail sale of dogs and cats.

Sponsor: Rep. Chris Campbell (D-IN)

Abstract: Retail sale of dogs and cats. Prohibits a retail pet store from selling or offering to sell a dog or cat unless the dog or cat is obtained from an animal shelter, a humane society, an animal rescue operation, an animal control agency, or a governmental entity operating an animal shelter or other animal impounding facility. Requires that a retail pet store maintain certain records for not less than one year after the dog or cat is sold, adopted, or given away. Provides that a retail pet store must post the name and business address of the person or organization from which the dog or cat was obtained on the dog or cat's cage. Makes it a Class C infraction if a retail pet store violates these provisions.

Status: First reading: referred to Committee on Commerce, Small Business and Economic Development – 01/07/2021

IN [R] HB 1268 - Updated (New 01/09/2021)

Title: Return of lost pets to owners.

Sponsor: Rep. Carey Hamilton (D-IN)

Abstract: Return of lost pets to owners. Requires an animal care facility to adopt policies and procedures that govern the return of lost or stray dogs and cats to the dog's or cat's owner. Provides animal care policies and procedures that an animal care facility may include to return lost or stray dogs and cats to the dog's or cat's owner.

Status: First reading: referred to Committee on Agriculture and Rural Development – 01/14/2

IN [R] HB 1292 – Updated (New 1/14/2021) **Re-Wilding**

Title: Wildlife corridors.
Sponsor: Rep. Ryan Dvorak [D]
Abstract: Wildlife corridors. Establishes the wildlife corridor action plan (plan) for the purpose of establishing, maintaining, improving, and protecting wildlife corridors to preserve habitat connectivity, which promotes species diversity, lowers the risk of extinction, and promotes opportunities for outdoor recreation. Provides that the department of natural resources (department) shall incorporate the plan when designing infrastructure projects and shall work in conjunction with the department of transportation to develop the plan. Provides that the plan shall: (1) identify: (A) wildlife corridors in Indiana; (B) existing or planned barriers to movement along wildlife corridors in Indiana; and (C) areas where there is high risk of vehicles colliding with wildlife; (2) prioritize and recommend wildlife crossing projects intended to promote driver safety and wildlife connectivity along wildlife corridors; and (3) include descriptions of wildlife crossing infrastructure or mitigation techniques recommended to meet the purpose of the plan. Provides that the department shall submit the plan not later than November 1, 2022, to the legislative council and to legislators who were members of the house committees on natural resources and roads and transportation and the senate committees on homeland security and transportation and natural resources during the 2022 legislative session. Provides that the plan shall be updated and resubmitted to the legislative council every four years.
Status: 2021-01-14 - First reading: referred to Committee on Natural Resources

IN [R] HB 1380 Updated (New 1/14/2021) **Anti-Farming**
Title: Environmental nuisance actions.
Sponsor: Rep. Alan Morrison [R]
Abstract: Environmental nuisance actions. Specifies that a civil action brought for monetary or injunctive relief due to the discharge of a contaminant in substantial compliance with a permit issued by the United States Environmental Protection Agency (EPA) or the Indiana department of environmental management (IDEM) may be brought only as a nuisance action. Defines "stigma damages" and specifies that in a nuisance action brought in connection with a discharge that substantially complies with an EPA or IDEM permit, the plaintiff: (1) must establish certain damages by clear and convincing evidence; and (2) is not entitled to stigma damages.
Status: 2021-01-14 - First reading: referred to Committee on Environmental Affairs

IN HB 1398- Updated(**HEARING SCHEDULED**)**Big Cats and Bears/Animal Exhibit Ban**
Title: Direct contact with specified animals.
Sponsor: Rep. David Abbott [R]
Abstract: Direct contact with specified animals. Prohibits a person that owns or possesses a specified animal from allowing a member of the public to come into direct contact with the specified animal. Establishes a criminal penalty for a violation of the law.
Sec. 2. As used in this chapter, "specified animal" means a live
20 animal that is any of the following:
21 (1) An animal from the following species of Felidae:
22 (A) Lions (Panthera leo).
23 (B) Tigers (Panthera tigris).
24 (C) Leopards (Panthera pardus).
25 (D) Snow leopards (Panthera uncia).
26 (E) Jaguars (Panthera onca).
27 (F) Mountain lions (Puma concolor).
28 (G) Any hybrid of a species listed in clauses (A) through

29 (F).
30 (2) A bear (Ursidae)
Status: 2021-02-11 - Referred to the Courts and Criminal Code pursuant to House Rule 127
Hearing Info: Feb 16 @ 8:30 am in House Chamber

IN HB 1420- Updated (2nd Reading 2/01/2021)
Title: Agricultural emergency procedures.
Sponsor: Rep. Donald Lehe [R]
Abstract: Agricultural emergency procedures. Amends the powers of the board of animal health (board) to allow cooperation with animal owners and law enforcement to plan for, prepare for, respond to, and recover from all hazardous emergencies in Indiana. Allows the board to delegate the duty to adopt emergency rules to the state veterinarian. Amends the board's emergency powers to take certain actions if an emergency event has occurred or a disease or pest in animal products presents a health hazard. Allows the board to issue emergency orders. Allows the board to facilitate the prompt disposal of animals in an emergency event. Provides that an animal may be buried on the owner's premises according to standards approved by the board. Allows the board to adopt rules restricting animal disposal methods in order to control disease and pests in animals and chemical or radiological substances. Allows the state egg board to adopt emergency rules when there is a declared emergency or sudden disruption that affects the commerce of eggs. Allows for service of notice in administrative hearings. Amends the authorization to use electrocution under the criminal statutes concerning offenses against animals.
Status: Introduced on January 14 2021 - 25% progression

IN [R] HB 1472 Updated (New 1/14/2021) **Anti-Farming**
Title: Right to farm
Sponsor: Rep. Sue Errington [D]
Abstract: Right to farm. Provides that an agricultural or industrial operation is negligent if the person or persons that own, operate, manage, or otherwise control the operation fail to use reasonable care in any of the following aspects relating to the operation: (1) Siting. (2) Design. (3) Construction. (4) Management. (5) Control. (6) Operation. (7) Change to the size or type of operation. Makes findings of the general assembly relating to agricultural operations.
Status: 2021-01-14 - First reading: referred to Committee on Agriculture and Rural Development

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IA [R] HF 59 Updated (Introduced New 1/14/2021)
Title: A bill for an act prohibiting cities and counties from banning specific dog breeds.
Sponsor: Rep. Jennifer Konfrst [D]
Status: Action: 2021-01-14 - Introduced, referred to Local Government. H.J. 91.

IA HF 623 Updated (Introduced 2/22/2021)
Title: A bill for an act providing that a licensed veterinarian is immune from administrative, civil, or criminal liability in investigations or proceedings involving the mistreatment of animals. (Formerly HSB 170.)
Sponsor: House Local Government Committee
Status: Introduced on February 22 2021 - 25% progression

Action: 2021-02-22 - Introduced, placed on calendar. H.J. 495.

IA HSB 95 Updated (Introduced 1/20/2021)

Title: A bill for an act relating to the powers and duties of the department of agriculture and land stewardship, including by providing for administration, programs, and regulations, providing fees, providing penalties, and making penalties applicable

Sponsor: House Agriculture Committee

Status: 2021-01-28 - Subcommittee recommends amendment and passage. Vote Total: 3-0

IA HSB157 Updated (**Hearing Scheduled**) **Fur Pre-Ban**

Title: A bill for an act relating to entering private property by persons using dogs while fur harvesting or training dogs on fur-bearing animals, and providing penalties.

Sponsor: House Natural Resources Committee

Status: 2021-01-27 - Subcommittee: Jeneary, Gerhold and Hall.

[Hearing: Feb 8 @ 11:30 am]

To House Natural Resources Committee

IA HSB 170 Updated (Introduced 2/08/2021) **Vet Immunity**

Title: A bill for an act providing that a licensed veterinarian is immune from administrative, civil, or criminal liability in investigations or proceedings involving the mistreatment of animals.

Sponsor: House Local Government Committee

Status: 2021-02-08 - Subcommittee Meeting: 02/09/2021 8:30AM House Lounge

IA SF 1 Updated (Introduced New 1/11/2021) Anti-Farming/CAFO

Title: A bill for an act relating to animal feeding operations, by providing for certain air and water quality regulations, including when two or more related confinement feeding operations are deemed to be a single operation, making penalties applicable, and including effective date and applicability provisions.

Action: 2021-01-12 - Subcommittee: Rozenboom, Edler, and Kinney.

Pending: Senate Agriculture Committee

IA SF 85 Updated (Introduced 1/19/2021)

Title: A bill for an act providing for the protection of rabbits from mistreatment, and making penalties applicable.

Sponsor: Sen. Amy Sinclair [R]

Status: 2021-01-19 - Subcommittee: Costello, Green, and Mathis. S.J. 122.

Pending: Senate Agriculture Committee

IA SF 302 Updated (Introduced 2/11/2021)

Title: A bill for an act relating to animals subject to complaints alleging mistreatment, including by providing for the inspection of premises, the removal of animals, the care of animals in custody, and the disposition of animals by court order, and providing penalties.

Sponsor: Sen. Dennis Guth [R]

Status: 2021-02-11 - Subcommittee: Garrett, Boulton, and Shipley. S.J. 332.

Pending: Senate Judiciary Committee

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IA SF421 Updated (Introduced 2/21/2021)

Title: A bill for an act prohibiting interference with the transportation of an agricultural animal, and providing penalties. (Formerly SSB 1166.)

Sponsor: Senate Transportation Committee

Status: Introduced on February 18 2021 - 25% progression
2021-02-18 - Committee report, approving bill. S.J. 410.

****IA SSB 1195** Updated (Introduced 2/18/2021) Passed Senate Agriculture Subcommittee

Title: A bill for an act limiting local legislation that prohibits the operation of an animal enterprise or the use of a working animal.

Sponsor: Senate Agriculture Committee

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KS HB 2204 Updated (Introduced 2/2/2021) **CG Supports**

Title: Prohibiting the use of identifiable meat terms on labels of meat analogs without either an accompanying disclaimer that the product does not contain meat or the inclusion of the word "imitation" before the name of the meat food product being imitated.

Sponsor: House Agriculture Committee

Status: 2021-02-02 - House Introduced

KS HB 2364 Updated (Introduced 2/11/2021)

Title: Defining torturing for the purposes of the crime of cruelty to animals.

Sponsor: House Judiciary Committee

Status: Introduced on February 11 2021 - 25% progression

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KY [R] HB 57 - Updated (New 01/06/2021) **PACT Act**

Title: AN ACT relating to torture of a dog or cat.

Sponsor: Rep. Chris Freeland (R-KY)

Abstract: Amend KRS 525.135, relating to torture of a dog or cat, to add specific acts to definition of torture; make all violations a Class D felony; make each act of torture prosecutable as a separate offense; make the exemptions applicable only where there is no intent to cause, increase, or prolong the pain and suffering of the dog or cat.

Status: introduced in House – 01/05/2021

KY [R] HB 99 - Updated (New 01/06/2021) **Vehicular Immunity**

Title: AN ACT relating to the safety of canines and felines.

Sponsor: Rep. Cherlynn Stevenson (D-KY)

Abstract: Create a new section of KRS Chapter 411 to provide civil immunity for damaging a vehicle if a person enters the vehicle with the reasonable, good-faith belief that a dog or cat is in immediate danger of death if not removed.

Status: introduced in House - 01/05/2021

KY [R] HB 100 - Updated (New 01/06/2021) **8A & 5A Violation**

Title: AN ACT relating to animal cruelty.
Sponsor: Rep. Cherlynn Stevenson (D-KY)
Abstract: Create new sections of KRS Chapter 525 to define terms; require peace officers and animal control officers to serve notice of seizure of an animal subjected to cruelty; create procedure for seizing agencies to petition a court to order payment of animal care costs by owner; establish penalties; prohibit the destruction of seized animals, except for humane reasons determined by veterinarian.
Status: introduced in House - 01/05/2021

KY [R] HB 215 - Updated (New 01/08/2021) **8A Violation**
Title: AN ACT relating to animals.
Sponsor: Rep. Jason Nemes (R-KY)
Abstract: Repeal and reenact KRS 525.135 to define terms; create new crimes of animal abuse in the first degree, animal abuse in the second degree, and aggravated animal abuse; create exceptions; create a new section of KRS Chapter 525 to authorize law enforcement and animal control officers to seize and hold animals who are victims of cruelty or abuse; create a civil cause of action for a seizing agency to seek forfeiture and reimbursement for reasonable costs of caring for seized animals from the owner of the animal during the pendency of the criminal case against the owner; create rules related to the custody of the seized animal; grant liability to an organization caring for the animal; create a new section of KRS Chapter 525 to grant civil immunity to a person who enters a car containing a dog ...
Status: introduced in House to Committee on Committees (H) – 01/07/2021

KY [R] SB 33 - Updated (New 01/06/2021) **Vehicular Immunity**
Title: AN ACT relating to the safety of canines and felines.
Sponsor: Sen. Danny Carroll (R-KY)
Abstract: Create a new section of KRS Chapter 411 to provide civil immunity for damaging a vehicle if a person enters the vehicle with the reasonable, good-faith belief that a dog or cat is in immediate danger of death if not removed.
Status: introduced in Senate to Committee on Committees (S) – 01/05/2021

KY [R] SB 57 - Updated (New 01/06/2021)
Title: AN ACT relating to assistance dogs.
Sponsor: Sen. Jimmy Higdon (R-KY)

Abstract: Amend KRS 258.500 to prohibit the misrepresentation of assistance dogs; allow peace officers to investigate; amend KRS 258.991 to remove jail penalty and to conform.
Status: introduced in Senate to Committee on Committees (S) – 01/05/2021

KY [R] SB 59 - Updated (New 01/06/2021) **Retail Pet shop Ban**
Title: AN ACT relating to the sale of dogs, cats, and rabbits in retail pet shops.
Sponsor: Sen. Denise Harper Angel (D-KY)
Abstract: Create a new section of KRS Chapter 258 to define ""animal shelter,"" ""breeder,"" ""broker,"" and ""retail pet shop""; prohibit retail pet shops from selling dogs, cats, and rabbits; allow retail pet shops to collaborate with animal shelters to showcase dogs, cats, or rabbits; require retail pet shops to maintain records documenting the source of each dog, cat, or rabbit it sells for at least one year; amend KRS 258.990 to include a penalty for retail pet shop operators who violate this Act.
Status: introduced in Senate to Committee on Committees (S) – 01/05/2021

KY [R] SB 82 - Updated (New 01/08/2021)
Title: AN ACT relating to animal ownership.
Sponsor: Sen. Adrienne Southworth (R-KY)
Abstract: Create a new section of KRS 258.095 to 258.500 to enable local governments to legislate enforcement action for dog and welfare safety, so long as that the ordinance, regulation, or policy does not regulate ownership of a dog based on its breed or perceived breed and is consistent with state law.
Status: introduced in Senate to Committee on Committees (S) – 01/07/2021

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MD [R] HB 81 - Updated (Hearing 01/14/2021) Extreme Weather
Title: Crimes - Unattended Dogs in Extreme Weather Conditions
Sponsor: Lehman
Status: First Reading Environment and Transportation - 01/13/2021
Hearing 1/15 at 11:00 a.m.

MD [R] HB 154 - Updated (Text, Status 12/29/2020)
Title: Civil Actions - Tortious Injury to or Death of Pet - Compensatory Damages (Buddy's Law)
Sponsor: Bartlett
Status: Text - First - Civil Actions - Tortious Injury to or Death of Pet - Compensatory Damages (Buddy's Law) – 12/23/2021

MD [R] HB 281 - (HEARING SCHEDULED) **AC Training**
Title: Criminal Law - Humane Society and Animal Control Officers - Education and Training Requirements
Sponsor: Chang
Status: Hearing 1/29 at 1:30 p.m.

MD [R] HB 293 - Updated (Hearing 01/14/2021) **Anti-Hunting**
Title: Natural Resources - Organized Killing Contests - Restriction
Sponsor: Stein
Status: Text - First - Natural Resources - Organized Killing Contests - Restriction - 12/22/2021 Jan 15 @ 11:00 am

***MD HB 1080** Updated (Introduced 2/20/2021**) HEARING SCHEDULED**
Title: Criminal Law – Animal Cruelty – Petition for Costs for Care of Seized Animal
Sponsor: Del. David Moon [D]
Abstract: Authorizing, if an animal is seized under a certain provision of law, certain individuals to file a petition for certain costs against a certain owner or custodian for certain costs of caring for the animal, including the provision of food, water, shelter, and medical care; requiring that a certain petition be filed within 7 days after criminal charges are filed; providing for the service of the petition; requiring the court to set and hold a certain hearing; requiring a certain petitioner to present certain evidence at the hearing; etc.
Status: Mar 4 @ 1:30 pm House Judiciary Hearing

MD [R] SB 103 - Updated (HEARING SCHEDULED) **RETAIL PETSHOP BAN**
Title: Business Regulation - Retail Pet Stores - Modifications (No More Puppy- and Kitten-Mills Act of 2021)
Sponsor: Kramer
Status: Text - First - Business Regulation - Retail Pet Stores - Modifications (No More Puppy- and Kitten-Mills Act of 2021) – 12/23/2021
Jan 21 @ 1:00 pm Senate Finance Hearing

MD [R] SB 122 - Updated (HEARING SCHEDULED) **Extreme Weather**
Title: Crimes - Unattended Dogs in Extreme Weather Conditions
Sponsor: Kramer
Status: Hearing 1/20 at 11:00 a.m.

MD [R] SB 159 - Updated (HEARING SCHEDULED) **AC Training**
Title: Criminal Law - Humane Society and Animal Control Officers - Education and Training Requirements
Sponsor: Waldstreicher
Status: Hearing 1/20 at 11:00 a.m.

MD [R] SB 200 - **Updated (Hearing 01/14/2021)**
Title: Natural Resources - Organized Killing Contests - Restriction
Sponsor: Young
Abstract: Prohibiting a person from sponsoring, conducting, or participating in organized contests that have the objective of killing a coyote, fox, or raccoon for prizes or monetary awards except under certain circumstances; and

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establishing a fine of $25 for each coyote, fox, or raccoon killed in violation of the Act.

Status: First Reading Education, Health, and Environmental Affairs - 01/13/2021
Hearing: Jan 21 @ 11:00 am Senate Education, Health, and Environmental Affairs Hearing

MD [R] SB 282 - Updated (Text, Status 12/29/2020)

Title: Public Health - Prohibition on Testing Cosmetics on Animals
Sponsor: Lam
Status: Text - First - Public Health - Prohibition on Testing Cosmetics on Animals

MD [R] SB 292 - Updated (HEARING SCHEDULED)

Title: Civil Actions - Tortious Injury to or Death of Pet - Compensatory Damages (Buddy's Law)
Sponsor: Beidle
Status: Hearing 2/02 at 1:00 p.m.

***MD SB 545** -Updated (Introduced 1/29/2021) **HEARING SCHEDULED Task Force**

Title: Task Force to Study Canine Breeding Facilities
Sponsor: Sen. J.B. Jennings [R]
Abstract: Establishing the Task Force to Study Canine Breeding Facilities; requiring the Task Force to study achievements made in the past 20 years in combating substandard canine breeding practices and current efforts and standards relating to canine breeding; requiring the Task Force to make recommendations and report its findings to the Governor and General Assembly on or before December 1, 2021; etc.
Status: 2021-01-29 - Hearing 2/18 at 1:00 p.m.
Senate Finance Committee
Feb 18 @ 1:00 pm Senate Finance Hearing

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***MD SB 760** -Updated (Introduced 2/05/2021) **Hearing Scheduled 8A Violation**

Title: Criminal Law – Animal Cruelty – Petition for Costs for Care of Seized Animal
Sponsor: Sen. Justin Ready [R]
Abstract: Authorizing, if an animal is seized under a certain provision of law, certain individuals to file a petition for certain costs against a certain owner or custodian for reasonable costs of caring for the animal, including the provision of food, water, shelter, and medical care; requiring that a certain petition be filed within 7 days after criminal charges are filed; providing for the service of the petition; requiring the court to set and hold a certain hearing; requiring a certain petitioner to present certain evidence at the hearing; etc.
Status: Hearing: Mar 10 @ 12:00 pm
Senate Judicial Proceedings Committee

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ME [R] LD 66 - Updated (Status 01/12/2021)

Title: An Act To Improve Livestock and Poultry Preparation
Sponsor: Rep. Michelle Dunphy (D-ME)
Status: Received by the Clerk of the House on January 11, 2021. The Bill was REFERRED to the Committee on AGRICULTURE, CONSERVATION AND FORESTRY pursuant to Joint Rule 308.2 and ordered printed pursuant to Joint Rule401.

ME [R] LD 88 - Updated (Status 01/12/2021)

Title: An Act To Amend Maine's Wildlife Laws Regarding Species of Special Concern
Sponsor: Rep. Lester Ordway (R-ME)
Status: Received by the Clerk of the House on January 11, 2021. The Bill was REFERRED to the Committee on INLAND FISHERIES AND WILDLIFE pursuant to Joint Rule 308.2 and ordered printed pursuant to Joint Rule 401. - 01/11/2021
LegiScan has no record of this bill yet.

****ME [R] LD 103** - Updated (Status 2/08/2021) **HEARING SCHEDULED**

Title: An Act To Improve the Animal Welfare Laws
Sponsor: Rep. William Pluecker (I-ME)
Status: Joint Committee on AGRICULTURE, CONSERVATION AND FORESTRY Feb 25 @ 9:30 am

ME LD 561 Updated (Introduced 2/22/2021)

Title: Resolve, To Improve Standards for Animal Rescue Entities
Sponsor: Rep. Paul Stearns [R] Sen. Russell Black [R] Sen. Paul Davis [R] Rep. Maryanne Kinney [R] Rep. Scott Landry [D]
Status: 2021-02-22 - The Resolve was REFERRED to the Committee on AGRICULTURE, CONSERVATION AND FORESTRY pursuant to Joint Rule 308.2 and ordered printed pursuant to Joint Rule 401.

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MI SB 50 Updated (Introduced 1/27/2021)

Title: Crimes: animals; knowingly providing an animal to another individual who intends to abuse or mistreat the animal; prohibit. Amends secs. 49 & 50 of 1931 PA 328 (MCL 750.49 & 750.50). TIE BAR WITH: SB 0051'21
Sponsor: Sen. Michael MacDonald [R], Sen. Paul Wojno [D],
Status: 2021-01-27 - Referred To Committee On Judiciary And Public Safety

MI SB 51 Updated (Introduced 1/27/2021)

Title: Criminal procedure: sentencing guidelines; sentencing guidelines for crimes of animal cruelty; amend. Amends sec. 16b, ch. XVII of 1927 PA 175 (MCL 777.16b). TIE BAR WITH: SB 0050'21
Sponsor: Sen. Paul Wojno [D], Sen. Michael MacDonald [R]
Status: 2021-01-27 - Referred To Committee On Judiciary And Public Safety

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MN HF 208 Updated (Introduced 1/21/2021) **Companion Animal Board**

Title: Minnesota Companion Animal Board established, duties and responsibilities provided, companion animal license plate established, duties transferred, report required, rulemaking authorized, and money appropriated.
Sponsor: Rep. Mike Freiberg [D]
Status: 2021-01-21 - Introduction and first reading, referred to State Government Finance and Elections

MN [R] SF 73 - Updated (New 01/13/2021) **Companion Animal Board**

Title: Companion animal board establishment; companion animal license plate establishment; appropriation
Sponsor: Sen. Carrie Ruud (R-MN)
Status: Referred to Agriculture and Rural Development Finance and Policy - 01/14/2021 2021-01-25 - Author added Duckworth

MN SF 370 -Updated (Introduced 1/28/2021) **See Also HF 858 Retail Pet Shop Ban**

Title: Retail pet shop dogs and cats sales prohibition
Sponsor: Sen. Karla Bigham [D]
Status: 2021-01-28 - Referred to Agriculture and Rural Development Finance and Policy

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MO HB 111 Updated (Status Introduced 1/6/2021) **Vehicular Immunity**

Title: Provides immunity from civil liability for persons who render assistance to animals trapped in motor vehicles
Sponsor: Rep. Gretchen Bangert [D]
Status: 2021-01-07 - Read Second Time (H)

MO [R] HB 222 -Updated (Status 01/07/2021) **Animal Abuse Registry**

Title: Increases the penalties for the offense of animal abuse and establishes an animal abuse registry
Sponsor: Rep. Ingrid Burnett (D-MO)
Status: Read Second Time - 01/07/2021

MO HB 221 Updated (Introduced 1/6/2021)

Title: Increases the penalties for the offense of animal abuse
Sponsor: Rep. Ingrid Burnett [D]
Status: 2021-01-07 - Read Second Time (H)

MO HB 231 Updated (Introduced 1/6/2021)

Title: Modifies the penalties for the offense of animal abuse
Sponsor: Rep. Charles Basye [R]
Status: 2021-01-07 - Read Second Time (H)

MO [R] HB 276 - Updated (Status 01/07/2021) **Animal Abuse Registry**

Title: Establishes an animal abuse registry

Sponsor: Rep. Tom Hannegan (R-MO)
Status: Read Second Time - 01/07/2021

MO [R] HB 365 - Updated (Status 01/07/2021)
Title: Prohibits villages, towns, and cities from regulating dogs in a breed-specific manner
Sponsor: Rep. David Gregory (R-MO)
Status: Read Second Time- 1/7/2021

MO [R] HB 373 - Updated (Status 01/28/2021) **Redefining Cruelty**
Title: Modifies provisions relating to offenses against animals
Sponsor: Rep. Tom Hannegan (R-MO)
Status: 2021-01-28 - Referred: Crime Prevention(H)
House Crime Prevention Committee

MO [R] HB 434 - Updated (Status 01/07/2021) **Tax Credit**
Title: Authorizes a tax credit to offset fees from the adoption of rescue animals
Sponsor: Rep. LaDonna Appelbaum (D-MO)
Status: Read Second Time - 01/07/2021

****MO [R] HB 589** - Updated (Status 01/28/2021) **HEARING SCHEDULED**
Title: Modifies provisions relating to the confiscation of animals
Sponsor: Rep. Jeff Knight (R-MO)
Status: House Agriculture Policy Committee
Hearing: Feb 23 @ 8:00 am

MO [R] HB 643 - Updated (Status 01/07/2021) **Redefining Cruelty**
Title: Changes the law regarding animal abuse
Sponsor: Rep. Tom Hannegan (R-MO)
Status: Read Second Time – 01/07/2021

****MO [R] HB 647** - Updated (Status 01/07/2021)
Title: Modifies provisions relating to working animals
Sponsor: Rep. Bradley Pollitt (R-MO)
Status: Read Second Time – 01/07/2021

MO HB 903 Updated (Introduced 1/26/2021)
Title: Establishes the "Prevent Animal Incapacitation Now Act"
Sponsor: Rep. Tony Lovasco [R]
Status: 2021-01-26 - Introduced and Read First Time (H)

MO [R] SB 71 - Updated (Status 01/06/2021)
Title: Modifies provisions relating to protection orders, including protective orders for household pets
Abstract: Under this act, adult protection orders and child protection orders, full or ex parte, may be granted to restrain or enjoin an individual from committing or threatening to commit abuse against a pet. A protection order may include an order of custody of the pet where appropriate, as well as any funds needed to cover the medical costs resulting from abuse of the pet. ""Pet"" is defined in this act as a living creature

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maintained by a household member for companionship and not for commercial purposes.
Status: S First Read - 01/06/2021

MO [R] SB 107 - Updated (Status 01/06/2021)
Title: Prohibits villages, towns, and cities from regulating dogs in a breed-specific manner
Abstract: SB 107 - Under this act, a village, town, city, or county may prohibit dogs from running at large or further control or regulate dogs within its boundaries so long as the ordinance, order, policy, or regulation is not breed specific.
Status: S First Read - 01/06/2021

****MO [R] SB 159** - Updated (Text 12/07/2020) Passed Senate Agriculture, Food Production And Outdoor Resources Committee
Title: Modifies provisions relating to working animals
Abstract: SB 159 - Under this act, no law, ordinance, or rule shall be enacted by any political subdivision of the state that terminates, bans, or effectively bans, by creating undue financial hardship, the job or use of working animals or an enterprise employing working animals.

***MO [R] SB 201** - Updated (Text 12/08/2020)
Title: Modifies provisions relating to the confiscation of animals
Abstract: Under this act, such warrant is to confiscate, rather than impound animals. All warrants shall be served in the presence of a law enforcement official.
Status: To Senate Agriculture, Food Production And Outdoor Resources Committee

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MS [R] HB 80 - Updated (New 01/07/2021) **TABLED**
Title: Dogs; regulate and provide penalties for those with a history of biting.
Sponsor: Rep. Nick Bain (R-MS)
Abstract: AN ACT TO PROVIDE PENALTIES FOR ANY PERSON WHO INTENTIONALLY OR NEGLIGENTLY CAUSES A DOG TO BITE, WOUND OR INFLICT INJURY UPON ANOTHER PERSON; TO PROVIDE PENALTIES FOR ANY DOG OWNER OR PERSON RESPONSIBLE FOR A DOG WHICH HAS A HISTORY OF BITING OR PROPENSITY TO BITE AND NEGLIGENTLY ALLOWS THE DOG TO ESCAPE OR INJURE ANOTHER PERSON; TO PROVIDE ENHANCED PENALTIES IF INJURIES CAUSED IN VIOLATION OF THIS ACT RESULT IN DEATH OR MUTILATION; TO AUTHORIZE CIVIL REMEDIES FOR ANY PERSON HARMED IN VIOLATION OF THIS ACT; AND FOR RELATED PURPOSES.
Status: Referred To Judiciary B – 01/07/2021

****MS [R] SB 2091** - Updated (New 01/07/2021) Died In Committee
Title: Domestic abuse; allow protection of pets in a protection order.
Sponsor: Sen. Angela Hill (R-MS)
Abstract: AN ACT TO AMEND SECTION 93-21-3, MISSISSIPPI CODE OF 1972, TO REVISE DEFINITIONS IN THE PROTECTION FROM DOMESTIC ABUSE ACT; TO AMEND SECTION 93-21-15, MISSISSIPPI CODE OF 1972, TO AUTHORIZE A

COURT, IN ISSUING A PROTECTION ORDER, TO INCLUDE THE PROTECTION OF PETS IN THE ORDER; AND FOR RELATED PURPOSES.
Status: Referred To Judiciary, Division A – 01/07/2021

****Also Died In Committee: SB2114- Abuser Registry
SB2390- Wildlife Trafficking Prevention Act

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MT HB 305 Updated (Introduced 2/3/2021)
Title: Generally revise laws related to roadside menageries, wildlife sanctuaries, zoos
Sponsor: Rep. Seth Berglee [R]
Status: House Fish, Wildlife, and Parks Committee
(C) Printed - New Version Available

MT [R] SB98 Updated (Prefiled 1/21/2021) **HEARING SCHEDULED**
Title: Revising laws related to grizzly bear take in defense of persons and livestock
Sponsor: Sen. Bruce Gillespie [R]
Status: 2021-01-21 - (S) Hearing (S) Agriculture, Livestock and Irrigation
Hearing: Jan 21 @ 3:00 pm in Room 335

MT [R] SB26 Updated (New 1/19/2021) Hearing Scheduled
Title: Clarify use of tribal agreements for livestock producers within reservations
Sponsor: Sen. Bruce Gillespie [R]
Status: Jan 26 @ 3:00 pm in Room 137

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***NE LB 331** Update (Introduced 1/13/2021) Hearing Scheduled **CG Support?**
Title: Prohibit contractual criminal enforcement of certain offenses related to animals
Sponsor: Sen. Justin Wayne [N]
Status: [Hearing: Mar 4 @ 9:30 am]
To Legislature Judiciary Committee

NE LB 395 Updated (1/14/2021)
Title: Change hunting provisions under the Game Law
Sponsor: Sen. Timothy Gragert [N]
Status: Introduced on January 14 2021

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ND [R] SB 2071 - Updated (Status 01/08/2021) Racehorse
Title: Not Titled
Sponsor: Judiciary
Abstract: Act to amend and reenact sections 53-06.2-01, 53-06.2-03, and 53-06.2-04, subsection 3 of section 53-06.2-07, and sections 53-06.2-10, 53-06.2-10.1, 53-06.2-11, and 53-06.2-15 of the North Dakota Century Code,

relating to pari-mutuel wagering events and requiring the racing commission to adopt model rules and standards.
Status: Reported back, do not pass, placed on calendar 7 0 0; Second reading, failed to pass, yeas 0 nays 47 – 01/08/2021

ND [R] SB 2216 Updated (Hearing Scheduled 1/28/2021) **CAFO**
Title: The definition of location for animal feeding operations.
Sponsor: Sen. Larry Luick [R]
Abstract: A BILL for an Act to amend and reenact subdivision d of subsection 1 of section 58-03-11.1 of the North Dakota Century Code, relating to the definition of location for animal feeding operations.
Status: 2021-01-28 - Committee Hearing 09:00 Jan 28 @ 9:00 am in Agriculture Committee

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***NH [R] HB 92** - Updated (Status 1/10/2021)
Title: establishing a committee to study best practices for companion animal groomers.
Sponsor: Rep. Jim Maggiore (D-NH)
Status: H: To Be Introduced 01/06/2021 and referred to Commerce and Consumer Affairs – 01/04/2021

NH [R] HB 249 - Updated (New 01/26/2021) **Shelter Regs**
Title: relative to animal shelter facilities.
Sponsor: Rep. Howard Pearl (R-NH)
Status: Committee Report: Ought to Pass with Amendment # 2021-0349h (Vote 18-0; Consent Calendar)

NH [R] HB 250 - Updated (New 01/10/2021) **Regulatory Change**
Title: relative to pet vendors.
Sponsor: Rep. Howard Pearl (R-NH)
Abstract: This bill sets the limit of dogs, cats, and ferrets that may be transfered without a pet vendor license. This bill also creates an exemption from the requirement to obtain a pet vendor license for certain breeders of dogs and cats.
Status: 2021-01-26 - Public Hearing: 02/03/2021 09:00 am Members of the public may attend using the following link: To join the webinar: https://www.zoom.us/j/95965527325 / Executive session on pending legislation may be held throughout theday (time permitting) from the time the committee is initially convened.
Pending: House Environment and Agriculture Committee

NH [R] HB 322 - Updated (New 01/10/2021)
Title: requiring a color photo of a dog, cat, or ferret on a rabies vaccination certificate.
Sponsor: Rep. Dave Testerman (R-NH)
Status: H: Introduced (in recess of) 01/06/2021 and referred to Environment and Agriculture – 01/09/2021

NH [R] HB 338 - Updated (New 01/10/2021)
Title: relative to penalties for dog theft and tampering with a dog's radio collar.
Sponsor: Rep. Brian Sullivan (D-NH)
Status: H: Introduced (in recess of) 01/06/2021 and referred to Criminal Justice and Public Safety – 01/09/2021

NH [R] HB 366 - Updated (New 01/10/2021) **HEARING SCHEDULED** **Hoarding**
Title: defining animal hoarding.
Sponsor: Rep. Howard Pearl (R-NH)
Status: 2021-01-26 - Public Hearing: 02/03/2021 11:00 am Members of the public may attend using the following link:To join the webinar: https://www.zoom.us/j/95965527325 / Executive session on pending legislation may be held throughout theday (time permitting) from the time the committee is initially convened.
Pending: House Environment and Agriculture Committee

NH [R] HB 367 Updated Hearing Scheduled **Interstate Import Requirements**
Title: relative to animal health certificates and quarantine requirements for animals imported into the state.
Sponsor: Rep. Howard Pearl (R-NH)
Status: H: Introduced (in recess of) 01/06/2021 and referred to Environment and Agriculture [Hearing: Feb 17 @ 1:30 pm]

****NH [R] HB 431** - Updated (New 01/11/2021) **HEARING** **AC Training**
Title: relative to the responsibilities of an elected animal control officer.
Sponsor: Rep. Scott Wallace (R-NH)
Status: [Hearing: Mar 1 @ 9:00 am]
To House Municipal and County Government Committee

NH HB 438 Updated Hearing (1/27/2021)
Title: Relative to the confidentiality of animal records databases.
Sponsor: Rep. Barbara Comtois [R]
Status: House Environment and Agriculture Committee

NH [R] HB 529 -Updated **Redefining Cruelty/Wildlife Cruelty**
Title: relative to cruelty to a wild animal, fish, or wild bird.
Sponsor: Rep. Ellen Read (D-NH)
Status: Committee Report: Ought to Pass (Vote 19-1; Consent Calendar) House Calendar 12 P. 7

NH [R] HB 532 - Updated (New 01/13/2021) **Animal Database/registry**
Title: creating an animal records database.
Sponsor: Rep. Peter Bixby (D-NH)

Status: H: Introduced (in recess of) 01/06/2021 and referred to Environment and Agriculture – 01/12/2021

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NJ [R] A 150 - Updated (New 01/15/2020) **Animal Sanctuary City**
Title: ""New Jersey Safe Haven for Protection of Domestic Companion Animals Act.""
Sponsor: Space, Parker
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 194 - Updated (New 01/15/2020) **Rescue Registry**
Title: Requires registry of animal rescue organizations; requires animal rescue, pet shop, shelter, or pound notify person adopting or purchasing animal of animal's behavioral and medical history; designated as ""Rocky's Law.""
Sponsor: Carter, Linda S.
Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 443 - Updated (New 01/15/2020) **4A Violation**
Title: Prohibits persons violating animal cruelty law from owning, keeping, or harboring animals; requires DHSS establish and maintain website list of such persons.
Sponsor: McGuckin, Gregory P.
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 527 - Updated(New 01/15/2020) **Abuse Registry**
Title: Establishes Animal Cruelty Offender Registry; prohibits purchase, adoption, and breeding of animals by animal cruelty offenders.
Sponsor: Jimenez, Angelica M.
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 592 - Updated (New 01/15/2020) **Shelter** Regs
Title: Requires accountability of NJSPCA and county societies for prevention of cruelty to animals to Attorney General and county prosecutors, respectively.
Sponsor: DiMaio, John
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 594 - Updated (New 01/15/2020) **Shelter Regs**
Title: Revises law concerning disposition of assets of a county society for the prevention of cruelty to animals that has dissolved or has had its charter revoked, canceled, or suspended.
Sponsor: DiMaio, John
Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 661 - Updated (New 01/15/2020)
Title: Requires kennels and veterinary facilities to provide for supervision of dogs, training of employees, and maintenance of certain records; designated as ""Daisy's Law.""

Sponsor: Vainieri Huttle, Valerie
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 663 - Updated (New 01/15/2020)
Title: ""Pet Groomers Licensing Act;"" designated as ""Bijou's Law.""
Sponsor: Vainieri Huttle, Valerie
Status: Introduced, Referred to Assembly Regulated Professions Committee - 01/14/2020

NJ [R] A 795 - Updated (New 01/15/2020)
Title: Prohibits sale of cosmetic products that have been tested on animals.
Sponsor: Verrelli, Anthony S.
Status: Introduced, Referred to Assembly Consumer Affairs Committee - 01/14/2020

NJ [R] A 905 - Updated (New 01/15/2020) **Rescue Legal Immunity**
Title: Provides immunity from civil liability for persons performing animal rescue and authorizes formation of emergency animal rescue response units.
Sponsor: Gove, DiAnne C.
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 944 - Updated (New 01/15/2020)
Title: Prohibits New Jersey Racing Commission from issuing licenses or granting permits to, or employing, persons convicted of or found liable for animal cruelty offenses.
Sponsor: Karabinchak, Robert J.
Status: Introduced, Referred to Assembly Tourism, Gaming and the Arts Committee - 01/14/2020

NJ [R] A 1087 - Updated (New 01/15/2020) **Declawing Ban**
Title: Prohibits surgical declawing of cats and other animals.
Sponsor: Murphy, Carol A.
Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1192 Updated (New 01/15/2020)
Title: ""Chiara's Law""; prohibits euthanizing animals in shelters or pounds except for health or safety reasons.
Sponsor: Zwicker, Andrew
Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1211 - Updated (New 01/15/2020) **Crop/Dock Ban**
Title: Prohibits cropping or altering the tail or ears of dog; establishes as animal cruelty offense.
Sponsor: Zwicker, Andrew
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

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NJ [R] A 1355 - Updated (New 01/15/2020) **Abuse Registry**

Title: Establishes animal abuser registry; prohibits person convicted of criminal animal cruelty violation from owning, keeping, or harboring any animal, and establishes enforcement mechanisms therefor.

Sponsor: Benson, Daniel R.

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1503 -Updated (New 01/15/2020) **Vet Regs**

Title: Requires prescriptions for animals to be issued in name of animal owner; prohibits unnamed persons from possessing prescribed drugs; and requires Prescription Monitoring Program to include information about controlled substances prescribed by v

Sponsor: Rooney, Kevin J.

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1572 – Updated (New 01/15/2020) *****2A Abuse Registry*****

Title: Prohibits possession of firearm by person convicted of animal cruelty.

Sponsor: Houghtaling, Eric

Status: Introduced, Referred to Assembly Judiciary Committee - 01/14/2020

NJ [R] A 1698 - Updated (New 01/15/2020)

Title: Creates rights of action for pecuniary damages against person committing certain harm to domestic companion animal.

Sponsor: Burzichelli, John J.

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1909 - Updated (New 01/15/2020) **Slaughter Ban**

Title: Establishes transporting for slaughter, selling or otherwise providing for slaughter, or slaughtering gestating cow as crime of fourth degree; establishes criminal and civil penalties therefor; designated as Brianna's Law.

Sponsor: Wimberly, Benjie E.

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

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NJ [R] A 1954 - Updated (New 01/15/2020)

Title: Establishes certain animal abuse offenses committed in manner manifesting extreme indifference to value of animal's life as crime of second degree; designated as ""River's Law.""

Sponsor: DiMaso, Serena

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 1958 - Updated (New 01/15/2020) **Shelter Regs**

Title: Criminalizes impounding cat or dog in shelter, pound or kennel without consent of other party.

Sponsor: DiMaso, Serena

Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 2085 - Updated (New 01/15/2020) **Acquiring Rescue Inventory**
Title: Requires shelter, pound, or kennel operating as shelter or pound to offer animal in its care to animal rescue organization for adoption before euthanizing it; extends time required to offer animal for adoption from seven to 30 days.
Sponsor: Swain, Lisa
Status: Introduced, Referred to Assembly Agriculture Committee - 01/14/2020

NJ [R] A 2109 - Updated (New 01/15/2020) **Acquiring Rescue Inventory**
Title: Directs DOH to establish policies to reduce number of cats and dogs euthanized at shelters and pounds.
Sponsor: Swain, Lisa
Status: Introduced, Referred to Assembly Agriculture Committee – 01/14/2020

NJ [R] A 2319 - Updated (New 1/14/2021) **4A Violation**
Title: Prohibits persons convicted of criminal animal cruelty offenses from owning domestic companion animals and from working or volunteering at animal-related enterprises; designated as ""Moose's Law.""
Sponsor: Murphy, Carol A.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/03/2020

NJ [R] A 2401 - Updated (New 1/14/2021)
Title: ""Responsible Dog Ownership Act.""
Sponsor: Wimberly, Benjie E.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/03/2020

NJ [R] A 2426 - Updated (New 1/14/2021) **Acquiring Rescue Inventory**
Title: Permits certified animal control officer to enforce municipal animal ordinances; requires such officer to report person suspected of committing animal cruelty to municipal law enforcement officer.
Sponsor: Benson, Daniel R.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/03/2020

NJ [R] A 2613 - Updated (New 1/14/2021)
Title: Establishes civil action for damages for injury or death of certain animals in certain circumstances.
Sponsor: Murphy, Carol A.
Status: Introduced, Referred to Assembly Judiciary Committee - 02/13/2020

NJ [R] A 2734 - Updated (New 1/14/2021) **Acquiring Rescue Inventory**
Title: Requires reporting of animal abuse by certain child protection agency employees.
Sponsor: Dancer, Ronald S.
Status: Introduced, Referred to Assembly Women and Children Committee - 02/13/2020

NJ [R] A 2829 - Updated (New 1/14/2021) **Vet Regs**

Title: Upgrades penalties for violating certain veterinary practice licensure laws.
Sponsor: Murphy, Carol A.
Status: Introduced, Referred to Assembly Regulated Professions Committee - 02/20/2020

NJ [R] A 2869 - Updated **Vet Regs**
Title: Expands prescription monitoring program to include veterinarians.
Sponsor: Dancer, Ronald S.
Status: Introduced, Referred to Assembly Health Committee - 02/20/2020

NJ [R] A 2992 - Updated **Acquiring Rescue Inventory**
Title: Establishes certain requirements concerning animal rescue organizations, breeders, importation of cats and dogs, and sale or adoption of cats and dogs; revises shelter and pound law.
Sponsor: Taliaferro, Adam J.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/20/2020

NJ [R] A 3166 - Updated
Title: Bars enforcement of provision in decedent's will that would require euthanasia of healthy domestic companion animal.
Sponsor: Murphy, Carol A.
Status: Introduced, Referred to Assembly Judiciary Committee – 02/24/2020

NJ [R] A 3231 - Updated Prefiled
Title: Establishes trunk fighting as animal cruelty offense and crime of the third degree.
Sponsor: Dancer, Ronald S.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/25/2020

NJ [R] A 3307 - Updated Prefiled **Abuse Registry**
Title: Establishes NJ Animal Abuser Registry.
Sponsor: McGuckin, Gregory P.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/25/2020

NJ [R] A 3331 - Updated Prefiled **Note:** Carryover of previous S3845__ **AC Training**
Title: Exempts certain officers trained in animal cruelty from certain additional Police Training Commission training courses.
Sponsor: Dunn, Aura K.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/25/2020

NJ [R] A 3565 - Updated Prefiled **Note:** **Carryover of previous A4298**
Title: Revises animal cruelty offenses and penalties concerning animal abandonment and failure to report injuring certain animals with a motor vehicle; increases civil penalties for certain other animal cruelty offenses.
Sponsor: Benson, Daniel R.
Status: Introduced, Referred to Assembly Agriculture Committee - 02/25/2020

NJ [R] A 3606 - Updated Prefiled **Advisory Committee**

Title: Establishes the ""Advisory Committee on Law Enforcement Handler-Canine Training.""
Sponsor: Quijano, Annette
Status: Introduced, Referred to Assembly Law and Public Safety Committee - 03/05/2020

NJ [R] A 4083 - Updated Prefiled **Note: Carryover of previous A2686** **AC Training**
Title: Requires certified animal control officers and animal cruelty investigators to engage in continuing education.
Sponsor: Dancer, Ronald S.
Status: Introduced, Referred to Assembly Agriculture Committee - 05/07/2020

NJ [R] A 4167 - Updated (Text, Status 05/29/2020)
Title: Requires DHS to provide psychiatric service dogs to first responders, health care workers, and other frontline workers suffering from post-traumatic stress disorders due to the COVID-19 pandemic.
Sponsor: Dunn, Aura K.
Status: Introduced, Referred to Assembly Human Services Committee - 05/28/2020

NJ [R] A 4280 - Updated (Text, Status 06/19/2020)
Title: Requires licensing of pet groomers and registration of certain other businesses; establishes certain licensing and operating requirements.
Sponsor: Karabinchak, Robert J.
Status: Introduced, Referred to Assembly Regulated Professions Committee - 06/18/2020

NJ [R] A 4308 - Updated (Text, Status 06/26/2020) **Pet Shop Surveillance/Regs**
Title: Requires pet shops to install and operate surveillance cameras inside and outside business and retain footage for at least 60 days.
Sponsor: Mukherji, Raj
Status: Introduced, Referred to Assembly Agriculture Committee – 06/25/2020

NJ [R] A 4439 - Updated **Pig Gestation/Anti Farming**
Title: Establishes animal cruelty offense of cruel confinement of a gestating pig.
Sponsor: Mukherji, Raj
Status: Introduced, Referred to Assembly Agriculture Committee – 07/23/2020

NJ [R] A 4533 - Updated (Text 08/15/2020) **Animal Legal Advocate**
Title: Provides for advocate in criminal cases concerning welfare or care of animal.
Sponsor: Mukherji, Raj
Status: Introduced, Referred to Assembly Judiciary Committee - 08/13/2020

NJ [R] A 4540 - Updated (Text, Status 08/14/2020)
Title: Provides immunity from civil and criminal liability for rescue of animal from motor vehicle under inhumane conditions.
Sponsor: Vainieri Huttle, Valerie
Status: Introduced, Referred to Assembly Agriculture Committee - 08/13/2020

NJ [R] A 4644 - Updated (Text 09/16/2020) **Retail Petshop Ban**

Title: Prohibits sale of cats, dogs, or rabbit by pet shops; prohibits certain transactions between animal shelters, pounds, animal rescue organizations, and animal breeders or brokers; repeals ""Pet Purchase Protection Act.""

Sponsor: Swain, Lisa

Status: Introduced, Referred to Assembly Agriculture Committee - 09/14/2020

NJ [R] A 4880 - Updated (Text 10/28/2020)

Title: Includes animal cruelty against victim's animal within definition of domestic violence and other types of abuse; establishes immunity for reporting animal cruelty; mandates reporting of animal cruelty in certain circumstances.

Sponsor: Benson, Daniel R.

Status: Introduced, Referred to Assembly Agriculture Committee - 10/26/2020

NJ [R] ACR 128 - Updated (Text 02/22/2020) **Interstate Retail Pet Shop Ban**

Title: Encourages municipalities to require that pet shops only sell cats or dogs obtained from shelters, pounds, or animal rescue organizations, and counties to enforce requirement wherever adopted.

Sponsor: Lampitt, Pamela R.

Status: Introduced, Referred to Assembly Agriculture Committee - 02/20/2020

NJ [R] S 119 - Updated (New 01/15/2020) **Abuser Registry**

Title: Establishes NJ Animal Abuser Registry.

Sponsor: Holzapfel, James W.

Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 325 - Updated (New 01/15/2020) **8A Violation**

Title: Establishes process for recovering cost of caring for animals involved in animal cruelty violations.

Sponsor: Diegnan, Patrick J., Jr.

Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 472 - Updated (New 01/15/2020) **Abuser Registry**

Title: Establishes Animal Cruelty Offender Registry; prohibits purchase, adoption, and breeding of animals by animal cruelty offenders.

Sponsor: Sacco, Nicholas J.

Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 614 - Updated (New 01/15/2020)

Title: Establishes certain animal abuse offenses committed in manner manifesting extreme indifference to value of animal's life as crime of second degree; designated as ""River's Law.""
Sponsor: O'Scanlon, Declan J., Jr.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 618 - Updated (New 01/15/2020) **Note: Carryover of previous S3886**
Title: Criminalizes impounding cat or dog in shelter, pound, or kennel without consent of other party.
Sponsor: O'Scanlon, Declan J., Jr.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee - 01/14/2020

NJ [R] S 636 - Updated (New 01/15/2020) **Shelter Regs**
Title: Establishes additional requirements for operation and oversight of animal shelters, pounds, kennels operating as shelters or pounds, and veterinary holding facilities.
Sponsor: Greenstein, Linda R.
Status: Introduced in the Senate, Referred to Senate Economic Growth Committee – 01/14/2020

NJ [R] S 722 - Updated (New 01/15/2020) **Note: Carryover of previous S4156**
Title: Establishes civil action for damages for injury or death of certain animals in certain circumstances.
Sponsor: Addiego, Dawn Marie
Status: Introduced in the Senate, Referred to Senate Judiciary Committee - 01/14/2020

NJ [R] S 740 - Updated (New 01/15/2020) **AC Training**
Title: Exempts certain officers trained in animal cruelty from certain additional Police Training Commission training courses.
Sponsor: Bucco, Anthony M.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 746 - Updated ***2A BAN***
Title: Prohibits possession of firearm by person convicted of animal cruelty.
Sponsor: Gopal, Vin
Status: Introduced in the Senate, Referred to Senate Law and Public Safety Committee – 01/14/2020

NJ [R] S 787 - Updated (New 01/15/2020) **Shelter/Rescue Regs**

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Title: Requires registry of animal rescue organizations; requires animal rescue, pet shop, shelter, or pound notify person adopting or purchasing animal of animal's behavioral and medical history; designated as ""Rocky's Law.""
Sponsor: Scutari, Nicholas P.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/14/2020

NJ [R] S 874 - Updated (Text 01/29/2020) **RETAIL PETSHOP BAN**
Title: Prohibits sale of cats, dogs, or rabbit by pet shops; prohibits certain transactions between animal shelters, pounds, animal rescue organizations, and animal breeders or brokers; repeals ""Pet Purchase Protection Act.""
Sponsor: Stack, Brian P.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/27/2020

NJ [R] S 920 - Updated (Status 02/25/2020)**Declawing**
Title: Prohibits surgical declawing of cats and other animals.
Sponsor: Singleton, Troy
Status: Referred to Senate Budget and Appropriations Committee - 02/24/2020

NJ [R] S 946 - Updated (Text 01/29/2020)**Acquiring Rescue Inventory**
Title: Directs DOH to establish policies to reduce number of cats and dogs euthanized at shelters and pounds.
Sponsor: Corrado, Kristin M.
Status: Introduced in the Senate, Referred to Senate Health, Human Services and Senior Citizens Committee – 01/27/2020

NJ [R] S 975 - Updated (Status 10/20/2020)
Title: Establishes trunk fighting as animal cruelty offense and crime of the third degree.
Sponsor: Kean, Thomas H., Jr.
Status: Referred to Senate Budget and Appropriations Committee – 10/19/2020

NJ [R] S 1034 - Updated (Text 10/21/2020)
Title: Provides for spaying and neutering stray or feral cats and establishes fund therefor; designated as ""Compassion for Community Cats Law.""
Sponsor: Stack, Brian P.
Status: Referred to Senate Budget and Appropriations Committee – 10/19/2020

NJ [R] S 1054 - Updated (Text 02/01/2020)
Title: Requires owner notification of rabies testing protocol and owner options prior to testing of owner's animal for rabies.
Sponsor: Stack, Brian P.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 01/30/2020

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NJ [R] S 1175 - Updated (Text 02/05/2020) **Vehicular Immunity**

Title: Provides immunity from civil and criminal liability for rescue of animal from motor vehicle under inhumane conditions.
Sponsor: Cruz-Perez, Nilsa I.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 02/03/2020

NJ [R] S 1177 - Updated (Text 02/05/2020) **8A Violation**

Title: Authorizes placement of involved animal with animal welfare agency or similar entity pending adjudication of alleged animal cruelty violation when not adjudicated in seven days.
Sponsor: Cruz-Perez, Nilsa I.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 02/03/2020

NJ [R] S 1258 - Updated (Status 07/03/2020) **4A Violation**

Title: Prohibits persons convicted of criminal animal cruelty offenses from owning domestic companion animals and from working or volunteering at animal- related enterprises; establishes presumption against pretrial intervention for certain persons; des
Sponsor: Singleton, Troy
Status: Received in the Assembly, Referred to Assembly Agriculture Committee - 07/02/2020

NJ [R] S 1703 - Updated (Status 12/11/2020)

Title: Enhances penalty for failure to stop and report hitting, running over, or injuring of certain animals with motor vehicle where animal is killed.
Sponsor: Kean, Thomas H., Jr.
Status: Reported from Senate Committee, 2nd Reading – 12/10/2020

NJ [R] S 1726 - Updated (Text 02/15/2020) **Note: Carryover of previous A4818**

Title: Prohibits sale of cosmetic products that have been tested on animals.
Sponsor: Lagana, Joseph A.
Status: Introduced in the Senate, Referred to Senate Commerce Committee - 02/13/2020

NJ [R] S 1749 - Updated (Text 02/15/2020)

Title: Requires licensure of dog trainers.
Sponsor: Cruz-Perez, Nilsa I.
Status: Introduced in the Senate, Referred to Senate Commerce Committee -

NJ [R] S 1760 - Updated (Text 02/15/2020) **Hoarding**

Title: Establishes animal cruelty offense of animal hoarding; requires mental health counseling for all animal cruelty offenders.
Sponsor: Gopal, Vin
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 02/13/2020

NJ [R] S 1834 - Updated (Text, Status 02/25/2020) **Shelter Regs**

Title: Establishes additional requirements for operation and oversight of animal shelters, pounds, and kennels operating as shelters or pounds.
Sponsor: Greenstein, Linda R.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 02/24/2020

NJ [R] S 1980 - Updated (Text, Status 02/26/2020) **Acquiring Rescue Inventory**
Title: Permits certified animal control officer to enforce municipal animal ordinances; requires such officer to report person suspected of committing animal cruelty to municipal law enforcement officer.
Sponsor: Greenstein, Linda R.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 02/25/2020

NJ [R] S 2075 - Updated (Text 03/18/2020) **Creates Animal Sanctuary State**
Title: ""New Jersey Safe Haven for Protection of Domestic Companion Animals Act.""
Sponsor: Bucco, Anthony M.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 03/16/2020

NJ [R] S 2179 - Updated (Text 03/18/2020)
Title: Requires mental health evaluation for all animal cruelty offenders; designated as ""Shyanne's Law.""
Sponsor: Vitale, Joseph F.
Status: Introduced in the Senate, Referred to Senate Health, Human Services and Senior Citizens Committee – 03/16/2020

NJ [R] S 2223 - Updated (Text 03/18/2020) **Retail Petshop Ban**
Title: Prohibits certain pet dealers from selling dogs or cats obtained from certain breeders and brokers; requires submission of annual report.
Sponsor: Gopal, Vin
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 03/16/2020

NJ [R] S 2262 - Updated (Text 03/18/2020) **Advisory Committee**
Title: Establishes the ""Advisory Committee on Law Enforcement Handler-Canine Training.""
Sponsor: Cryan, Joseph P.
Status: Introduced in the Senate, Referred to Senate Law and Public Safety Committee – 03/16/2020

NJ [R] S 2530 - Updated (Text, Status 06/09/2020) **Pets hop Surveillance/Regs**
Title: Requires pet shops to install and operate surveillance cameras inside and outside business and retain footage for at least 60 days.
Sponsor: Stack, Brian P.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 06/08/2020

NJ [R] S 2531 - Updated (Text, Status 06/09/2020)
Title: Requires licensing of pet groomers and registration of certain other businesses; establishes certain licensing and operating requirements.
Sponsor: Stack, Brian P.
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 06/08/2020

NJ [R] S 3168 - Updated (Text 11/11/2020)
Title: Includes animal cruelty against victim's animal within definition of domestic violence and other types of abuse; establishes immunity for reporting animal cruelty; mandates reporting of animal cruelty in certain circumstances.
Sponsor: Gopal, Vin
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee – 11/09/2020

NJ [R] S 3247 - Updated (Text 12/12/2020)
Title: Eliminates requirement to have registration number tattooed on certain potentially dangerous dogs.
Sponsor: Gopal, Vin
Status: Introduced in the Senate, Referred to Senate Environment and Energy Committee - 12/10/2020

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NY [R] AB 135 - Updated (New 01/04/2021)
Title: Provides for the registration and regulation of pet groomers; establishes standards of care, training and testing
Sponsor: Asm. Amy Paulin (D-NY)
Abstract: Provides for the registration and regulation of pet groomers; establishes standards of care, training and testing; provides such applicant must be at least eighteen years of age.
Status: REFERRED TO ECONOMIC DEVELOPMENT – 01/06/2021

NY [R] AB 162 - Updated (New 01/04/2021) **Task Force**
Title: Creates a task force on animal laws
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Creates a task force on animal laws and requires reporting to the governor and legislature of recommendations on how to increase statewide uniformity of such.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 173 - Updated (New 01/04/2021)
Title: Relates to codifying animal cruelty laws under the penal law; repealer
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Relates to codifying animal cruelty laws under the penal law; makes conforming technical changes.
Status: REFERRED TO CODES – 01/06/2021

NY [R] AB 288 - Updated (New 01/04/2021)

Title: Provides that dogs engaged in hunting and training as authorized by the environmental conservation law, shall not be deemed to be running at large

Sponsor: Asm. Aileen Gunther (D-NY)

Abstract: Provides that dogs engaged in hunting and training as authorized by the environmental conservation law, shall not be deemed to be running at large in violation of any local law or ordinance.

Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 341 - Updated (New 01/04/2021)

Title: Relates to the judicial process relating to a dog that caused death to a companion animal, farm animal or domestic animal while trespassing on property

Sponsor: Asm. Kenneth Zebrowski (D-NY)

Abstract: Relates to the judicial process relating to a dog that causes the death of a companion animal, farm animal or domestic animal while trespassing on property.

Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 342 - Updated (New 01/04/2021)**Carriage Law**

Title: Prohibits the operation of horse drawn cabs in the city of New York; repealer

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Prohibits the operation of horse drawn cabs in the city of New York; defines the circumstances under which sale or disposal of a horse shall be deemed humane.

Status: REFERRED TO CITIES - 01/06/2021

NY [R] AB 456 - Updated (New 01/04/2021) **Wildlife Cruelty/Redefining Cruelty**

Title: Includes wildlife animals as those subject to the animal cruelty provisions

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Includes wildlife animals as those subject to the animal cruelty provisions of the agriculture and markets law.

Status: REFERRED TO AGRICULTURE – 01/06/2021

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NY [R] AB 474 - Updated (New 01/04/2021)

Title: Relates to aggravated cruelty to animals in the presence of a child

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Relates to aggravated cruelty to animals in the presence of a child; increases the potential term of imprisonment from two to four years when such crime is committed in the presence of a child; defines presence of a child.

Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 475 - Updated (New 01/04/2021) **Anti-Farming**

Title: Confinement of animals for food producing purposes
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Pertains to confinement of animals for food producing purposes; prohibits any person to tether or confine any pig during pregnancy, calf raised for veal, or egg-laying hen who is kept on a farm for all or the majority of any day in a manner that prevents such animal from lying down, standing up and fully extending its limbs and turning around freely; establishes that commission of such crime shall constitute a class A misdemeanor punishable by imprisonment for a period not to exceed one year and/or fine not to exceed $1,000.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 510 - Updated (New 01/04/2021)
Title: Relates to orders of protection with respect to companion animals
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Relates to orders of protection with respect to companion animals; provides further protection for pets by authorizing the court to order a party to either relinquish a pet or to refrain from any contact with a pet.
Status: REFERRED TO JUDICIARY – 01/06/2021

NY [R] AB 524 - Updated (New 01/04/2021) **4A Violation**
Title: Prohibits a person convicted of violating ""Buster's Law"" from owning or possessing a companion animal
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Prohibits a person convicted of ""Buster's Law"" from owning or possessing a companion animal unless authorized by court order, after appropriate psychiatric or psychological testing.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 536 - Updated (New 01/04/2021)
Title: Relates to promoting understanding, awareness and enforcement of animal crimes laws; repealer
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Relates to promoting understanding, awareness and enforcement of animal crime laws.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 614 - Updated (New 01/04/2021) **Bestiality**
Title: Establishes the crimes of sexual conduct with an animal resulting in injury or death and sexual conduct with an animal
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Establishes the crimes of sexual conduct with an animal resulting in injury or death and sexual conduct with an animal; makes such crimes a class E felony and class A misdemeanor, respectively.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 636 - Updated (New 01/04/2021)
Title: Requires higher education research facilities to provide information to the department of education regarding dogs or cats available for adoption
Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Requires higher education research facilities to provide information to the department of education regarding dogs or cats available for adoption and requires higher education research facilities to hold such dogs or cats for fourteen days.
Status: REFERRED TO HIGHER EDUCATION – 01/06/2021

NY [R] AB 644 - Updated (New 01/04/2021) **Tax Credit**
Title: Relates to providing a tax credit for spay or neuter services
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Provides a tax credit for spay or neuter services.
Status: REFERRED TO WAYS AND MEANS – 01/06/2021

NY [R] AB 652 - Updated (New 01/04/2021) **Tax Credit**
Title: Relates to creating a tax credit for the adoption of household pets from animal shelter or humane society
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Creates a tax credit for the adoption of household pets from animal shelters or humane societies; up to $100 per animal with a maximum of three household pets.
Status: REFERRED TO WAYS AND MEANS – 01/06/2021

NY [R] AB 696 - Updated (Text, Status 01/05/2021)
Title: Relates to promoting animal fighting; and repeals certain provisions of such law relating thereto
Sponsor: Asm. Kenneth Zebrowski (D-NY)
Abstract: Relates to promoting animal fighting and appropriately punishing individuals associated with such activities.
Status: REFERRED TO AGRICULTURE - 01/06/2021

NY [R] AB 776 - Updated (Text, Status 01/05/2021) **Pet Shop Regs**
Title: Requires pet dealers and pet shops to provide certain breeder and health information to purchasers of animals
Sponsor: Asm. Amy Paulin (D-NY)
Abstract: Requires pet dealers and pet shops to provide certain breeder and health information to purchasers of animals.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] AB 1200 - Updated (New 01/08/2021)
Title: Provides an exemption for drugs and medicines for companion and farm animals
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Relates to providing an exemption for drugs and medicines for companion and farm animals.
Status: REFERRED TO WAYS AND MEANS – 01/07/2021

NY [R] AB 1229 - Updated (New 01/08/2021) **Hoarding**
Title: Relates to companion animal hoarding
Sponsor: Asm. Kevin Cahill (D-NY)
Abstract: Creates the crime of companion animal hoarding.

Status: REFERRED TO AGRICULTURE – 01/07/2021

NY [R] AB 1353 - Updated (New 01/09/2021)

Title: Relates to establishing the crimes of cruelty to animals to threaten, intimidate or harass in the second degree and first degree

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Establishes the crimes of cruelty to animals to threaten, intimidate or harass in the second degree and cruelty to animals to threaten, intimidate or harass in the first degree when in the presence of a minor child.

Status: REFERRED TO CODES – 01/08/2021

NY [R] AB 1410 - Updated (New 01/12/2021) **Tethering**

Title: Relates to outdoor restraints of companion animals

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Relates to outdoor restraints of companion animals; prohibits tethering for more than 3 hours or a time approved by in writing by animal control but not to exceed 12 hours in any 24 hour period; prohibits tethering when a weather advisory or warning is in effect; tethered dogs must be free of cruel conditions or inhumane tethering; misdemeanor.

Status: REFERRED TO AGRICULTURE - 01/11/2021

NY [R] AB 1531 - Updated (New 01/12/2021)

Title: Relates to sentencing for the crime of aggravated cruelty to animals

Sponsor: Asm. Angelo Santabarbara (D-NY)

Abstract: Relates to sentencing for the crime of aggravated cruelty to animals; removes the two year imprisonment cap.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1549 - Updated (New 01/12/2021) **Abuser Registry**

Title: Relates to the creation of crime database of all convictions of animal cruelty

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Relates to the creation of a crime database of all convictions in New York state of animal cruelty, fighting, neglect, abandonment and mistreatment; makes such crime database available to all law enforcement entities, district attorneys, duly incorporated humane societies, societies for the prevention of cruelty to animals, dog or cat protective associations and animal control officers.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1553 - Updated (New 01/12/2021)

Title: Relates to the sale of birds by pet dealers when such birds have not yet been fully weaned

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Relates to the sale of birds by pet dealers when such birds have not yet been fully weaned.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1556 - Updated (New 01/12/2021) **Night Tethering**

Title: Prohibits tethering, restraining, caging or penning of dogs outside between the hours of 7 p.m. to 6 a.m.

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Prohibits tethering, restraining, caging or penning of dogs or animals outdoors between the hours of 7 p.m. to 6 a.m.; may be tethered outdoors between the hours of 6 a.m. and 7 p.m. to a stationary object or a pen or cage in a sized pen or cage four times the height and length of said dog or animal.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1558 - Updated (New 01/12/2021)

Title: Increases certain penalties for violating the prohibition of animal fighting and for aggravated cruelty to animals

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Increases certain penalties for violating the prohibition of animal fighting and for aggravated cruelty to animals and requires a psychiatric evaluation for defendants convicted of aggravated cruelty to animals.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1633 - Updated (New 01/12/2021)

Title: Expands the definition of aggravated cruelty to animals to include harm to a companion animal during the commission of a felony

Sponsor: Asm. Angelo Santabarbara (D-NY)

Abstract: Enacts ""Kirby and Quigley's Law""; expands the definition of aggravated cruelty to animals to include harm to a companion animal during the commission of a felony.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1728 - Updated (New 01/12/2021)

Title: Limits animal dealers exempt under the provision of article 7 of such law relating to the licensing, identification and control of dogs

Sponsor: Asm. Linda Rosenthal (D-NY)

Abstract: Limits the animal dealers that are exempt under the provisions of article 7 of the agriculture and markets law relating to the licensing, identification and control of dogs; applies provisions to dealers licensed as a class A dealer under the Federal Animal Welfare Act that sells dogs exclusively to USDA registered research facilities.

Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1769 - Updated (New 01/12/2021) **Acuiring Rescue Inventory**

Title: Relates to the inspection of certain vacated property for abandoned animals

Sponsor: Asm. Donna Lupardo (D-NY)
Abstract: Relates to the inspection of property that has been vacated for abandoned animals; requires property owners and lessors to inspect such property within three days and to immediately notify the appropriate authorities when such person finds an animal which appears to be abandoned.
Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1783 - Updated (New 01/12/2021)
Title: Enacts the ""monk parakeet protection act""
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Enacts the ""monk parakeet protection act"" in order to protect the small population of monk parakeets that are living in the wild in the state of New York. **Note: This population lives in Brooklyn and the Bronx.**
Status: REFERRED TO ENVIRONMENTAL CONSERVATION – 01/11/2021

NY [R] AB 1816 - Updated (New 01/12/2021)
Title: Criminalizes knowingly causing a minor to attend a place where exhibition of animal fighting is being conducted
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Criminalizes knowingly causing a minor to attend a place where exhibition of animal fighting is being conducted, such is considered a misdemeanor.
Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] AB 1903 - Updated (New 01/12/2021) **Pet Shop Regulations**
Title: Requires the installation and testing of fire protection systems at pet stores
Sponsor: Asm. Linda Rosenthal (D-NY)
Abstract: Requires the installation and testing of fire protection systems at pet stores.
Status: REFERRED TO AGRICULTURE – 01/11/2021

NY AB 2024- Updated (New 1/14/2021) **Retail Pet Shop Ban**
Title: Limits licensing to only pet dealers which sell animals obtained from shelters and rescue_organizations.
Sponsor: Asm. Brian Barnwell [D]
Status: 2021-01-14 - referred to agriculture

NY AB 2012- Updated (New 1/14/2021) **Debark ban**
Title: Restricts the performance of surgical devocalization procedures on dogs and cats.
Sponsor: Asm. Kenneth Zebrowski[D]
Status: 2021-01-14 - referred to agriculture

NY AB 2122 Updated (New 1/14/2021) **Farm animal Confinement/ Anti Farm**

Title: Pertains to confinement of certain animals for food producing purposes; prohibits any person to tether or confine any pig during pregnancy or calf raised for veal for all or the majority of any day in a manner that prevents such animal from lying do
Sponsor: Asm. Linda Rosenthal [D]
Status: 2021-01-14 - referred to agriculture

NY AB 2124- Updated (New 1/14/2021) **Rodeo Ban**
Title: Prohibits certain acts in rodeos; imposes penalties for the violation of such acts.
Sponsor: Asm. Linda Rosenthal [D]
Abstract: Prohibits certain acts in rodeos; imposes penalties for the violation of such acts.
Status: Action: 2021-01-14 - referred to agriculture

NY AB 2139 Updated (New 1/14/2021) **Anti-Farming**
Title: Relates to the disposition of abused farm animals; provides that convicted individuals and those in their households or those who aided or abetted in the unlawful acts or should have known or knew of such acts may not be entitled to any monies generated
Sponsor: Asm. Linda Rosenthal [D]
Status: Action: 2021-01-14 - referred to agriculture

NY AB 2152 Updated (New 1/14/2021)
Title: Relates to aggravated cruelty to animals.
Sponsor: Asm. Linda Rosenthal [D]
Abstract: Relates to aggravated cruelty to animals.
Status: Pending: Assembly Agriculture Committee
(Same As S00960) 2021-01-06 - REFERRED TO AGRICULTURE

NY AB 2313 Updated (New 1/14/2021) **Anti-Farming**
Title: Provides for the humane treatment and removal of downed animals.
Sponsor: Asm. Linda Rosenthal [D]
Abstract: Provides for the humane treatment and removal of downed animals.
Status: Action: 2021-01-14 - referred to agriculture

NY AB 2347 Updated (New 1/14/2021) **Redefining Cruelty**
Title: Makes the failure to provide food, water or appropriate shelter to a companion animal (dogs and cats) left outside a felony punishable by a fine of not more than $5,000, or imprisonment for not more than 2 years, or by both such fine and imprisonment
Sponsor: Asm. Linda Rosenthal [D]
Status:2021-01-14 - referred to agriculture

NY [R] SB 90 - Updated (New 01/04/2021)
Title: Relates to promoting animal fighting; and repeals certain provisions of such law relating thereto

Sponsor: Sen. Todd Kaminsky (D-NY)
Abstract: Relates to promoting animal fighting and appropriately punishing individuals associated with such activities.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 195 - Updated (New 01/04/2021) **Tax Credit**
Title: Relates to providing a tax credit for spay or neuter services
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Provides a tax credit for spay or neuter services.
Status: REFERRED TO BUDGET AND REVENUE – 01/06/2021

NY [R] SB 197 - Updated (New 01/04/2021) **Redefining Cruelty**
Title: Expands the definition of aggravated cruelty to animals to include harm to a companion animal during the commission of a felony
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Enacts ""Kirby and Quigley's Law""; expands the definition of aggravated cruelty to animals to include harm to a companion animal during the commission of a felony.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 227 - Updated (New 01/04/2021) **Redefining Cruelty**
Title: Makes the failure to provide food, water or appropriate shelter to a companion animal left outside a felony
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Makes the failure to provide food, water or appropriate shelter to a companion animal (dogs and cats) left outside a felony punishable by a fine of not more than $5,000, or imprisonment for not more than 2 years, or by both such fine and imprisonment.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 229 - Updated (New 01/04/2021)
Title: Increases certain penalties for violating the prohibition of animal fighting and for aggravated cruelty to animals
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Increases certain penalties for violating the prohibition of animal fighting and for aggravated cruelty to animals and requires a psychiatric evaluation for defendants convicted of aggravated cruelty to animals.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 230 - Updated (New 01/04/2021)
Title: Imposes additional penalties upon persons convicted of animal abuse
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Requires unsealing of court records of youthful offenders convicted of animal abuse offense; provides that such persons undergo a psychiatric evaluation and treatment where necessary.
Status: REFERRED TO AGRICULTURE – 01/06/2021

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*NY [R] SB 234-Updated (New 01/04/2021) **DANGEROUS DOG OWNER ALERT SYSTEM**

Title: Relates to implementing a dangerous dog owner alert system
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Relates to implementing a dangerous dog owner alert system.
Status: REFERRED TO LOCAL GOVERNMENT – 01/06/2021

NY [R] SB 461 - Updated (New 01/04/2021) **Cropping/Docking**

Title: Prohibits ear clipping and tail docking of dogs and cats unless deemed medically necessary to protect the life or health of the dog or cat
Sponsor: Sen. Alessandra Biaggi (D-NY)
Abstract: Prohibits ear clipping and tail docking of dogs and cats unless deemed medically necessary to protect the life or health of the dog or cat.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 522 - Updated (New 01/05/2021)

Title: Provides an exemption for drugs and medicines for companion and farm animals
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Relates to providing an exemption for drugs and medicines for companion and farm animals.
Status: REFERRED TO BUDGET AND REVENUE - 01/06/2021

NY [R] SB 939 - Updated (Ancillary 01/07/2021)

Title: Prohibits any person from transporting or selling a nonambulatory animal unless such animal is humanely euthanized
Sponsor: Sen. Liz Krueger (D-NY)
Abstract: Prohibits any person from transporting, holding, buying, selling, giving, receiving or marketing a nonambulatory animal unless such animal is first humanely euthanized without undue delay from the time that such animal becomes nonambulatory; makes certain exceptions; provides violation provisions; defines relevant terms.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 960 - Updated (New 01/06/2021)

Title: Relates to aggravated cruelty to animals
Sponsor: Sen. Liz Krueger (D-NY)
Abstract: Relates to aggravated cruelty to animals.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 1101 - Updated (Ancillary 01/08/2021)

Title: Requires animal shelters and animal rescue groups to disclose whether a dog has bitten a person and broken the person's skin
Sponsor: Sen. Todd Kaminsky (D-NY)

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Abstract: Requires animal shelters and animal rescue groups to disclose whether a dog over the age of four months has bitten a person and broken the person's skin; states that a documented bite history shall not necessarily preclude a dog from being available for adoption.
Status: REFERRED TO AGRICULTURE – 01/06/2021

NY [R] SB 1125 - Updated (New 01/08/2021) **Debarking**
Title: Restricts the performance of surgical devocalization procedures on dogs and cats
Sponsor: Sen. Michael Gianaris (D-NY)
Abstract: Restricts the performance of surgical devocalization procedures on dogs and cats.
Status: REFERRED TO AGRICULTURE – 01/07/2021

NY [R] SB 1130 - Updated (New 01/08/2021) **Retail Petshop Ban**
Title: Prohibits the sale of dogs, cats and rabbits by retail pet shops; authorizes space for adoption
Sponsor: Sen. Michael Gianaris (D-NY)
Abstract: Prohibits the sale of dogs, cats and rabbits by retail pet shops; authorizes collaboration with entities to provide space to showcase cats or dogs owned by certain entities for the purpose of adoption.
Status: REFERRED TO AGRICULTURE – 01/07/2021

NY [R] SB 1148 - Updated (New 01/08/2021)
Title: Relates to requiring the commissioner of agriculture and markets to establish licensing and educational standards for individuals providing canine training for non-service and non-police dogs
Sponsor: Sen. Todd Kaminsky (D-NY)
Abstract: Relates to requiring the commissioner to establish licensing and educational standards for individuals providing canine training for non-service and non-police dogs.
Status: REFERRED TO AGRICULTURE – 01/07/2021

NY [R] SB 1257 - Updated (Ancillary 01/12/2021) **4A Violation**
Title: Prohibits a person convicted of violating ""Buster's Law"" from owning or possessing a companion animal
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Prohibits a person convicted of ""Buster's Law"" from owning or possessing a companion animal unless authorized by court order, after appropriate psychiatric or psychological testing.
Status: REFERRED TO AGRICULTURE – 01/08/2021

NY [R] SB 1259 - Updated (Ancillary 01/12/2021) **4A Violation**
Title: Limits ownership or possession of companion animals by ""Buster's Law"" violators
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Limits ownership or possession of companion animals by ""Buster's Law"" violators and adds definition of equine companion while taking horses out of farm animal definition.
Status: REFERRED TO AGRICULTURE – 01/08/2021

NY [R] SB 1360 - Updated (New 01/12/2021) **discriminatory upcharge**

Title: Establishes a twelve percent surcharge on the sale of animals by pet dealers
Sponsor: Sen. Jose Serrano (D-NY)
Abstract: Establishes a twelve percent surcharge on the sale of animals by pet dealers and an animal shelter and wildlife rehabilitator account to be administered by an animal protection organization to be chosen by the comptroller and the commissioner of agriculture and markets.
Status: REFERRED TO AGRICULTURE – 01/11/2021

NY [R] SB 1528 - Updated (New 01/13/2021) **Abuser Registry**

Title: Requires each violator of ""Buster's Law"" to register his or her name and address with the division of criminal justice services
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Requires each violator of ""Buster's Law"" to register his or her name and address with the division of criminal justice services.
Status: REFERRED TO AGRICULTURE – 01/12/2021

NY [R] SB 1537 - Updated (New 01/13/2021) **Slaughter Ban**

Title: Prohibits the slaughter of horses for human consumption
Sponsor: Sen. James Tedisco (R-NY)
Abstract: Prohibits any person from slaughtering a horse where such person knows or has reason to know that such horse will be used for human consumption; prohibits any person from selling, bartering, giving away, purchasing, possessing, transporting, delivering or receiving horseflesh where such person knows or should know that such horseflesh is intended for human consumption; provides penalties for violation.
Status: REFERRED TO AGRICULTURE – 01/12/2021

NY SO 2273 Updated (Introduced 1/20/2021) **Pet Shop Regulations**

Title: Requires pet dealers and pet shops to provide certain breeder and health information to purchasers of animals.
Sponsor: Sen. James Tedisco[R]
Status: 2021-01-20 - REFERRED TO AGRICULTURE

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OK HB 1383 Updated (Introduced 2/1/2021) **Prefiled**

Title: Animals; creating the Animals Reform Act; effective date.
Sponsor: Rep. Charles McCall [R]
Status: Introduced on February 1 2021 NOTE: Filed MULTIPLE times as: HB 1381, Hb 1382, HB 1383, HB 1384, HB 1385, HB 1577, HB 1678, HB 1999, HB 2633

OK HB 1580 Updated (Introduced 2/1/2021) **Tethering**

Title: Animals; prohibiting persons from chaining or tethering a dog under certain circumstances; effective date.
Sponsor: Rep. Mickey Dollens [D]
Status: 2021-02-02 - Second Reading referred to Judiciary - Criminal

OK HB 1581 Updated (Introduced 2/01/2021)HEARING SCHEDULED **Retail Pet Shop Ban**

Title: Animals; prohibiting the sale or display of cats or dogs in a pet store under certain circumstances; effective date.
Sponsor: Rep. Mickey Dollens [D]
Status: 2021-02-02 - Second Reading referred to Business and Commerce
House Business and Commerce Committee
Hearing: Feb 17 @ 9:00 am

***OK HB 1620 Updated (New 2/1/2021) Hearing Scheduled WAPA**

Title: Animals; guaranteeing the right to utilize working animals; effective date.
Sponsor: Rep. Gary Mize [R]
Abstract: Animals; guaranteeing the right to utilize working animals; effective date. Status: Introduced on February 1 2021
House Wildlife Committee
Hearing: Feb 11 @ 1:00 pm in ROOM 206

OK HB 2688 Updated (Introduced 2/1/2021) **Prefiled**

Title: Animals; repealing annual report requirements related to the Commercial Pet Breeders and Animal Shelter Licensing Act; effective date.
Sponsor: Rep. Toni Hasenbeck [R]
Status: Introduced on February 1 2021

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OR HB 2258 Updated (Introduced 1/19/2021)

Title: Relating to foods.
Sponsor: Rep. Mark Owens [R]
Abstract: Allows farm or ranch owner or operator to sell ownership interest in all or part of livestock to final consumer. Allows farm or ranch owner or operator to sell ownership interest in all or part of livestock to final consumer. Makes slaughtering facility regulations inapplicable to farm or ranch owner or operator slaughtering livestock if meat is for noncommercial use of holder of ownership interest in livestock. Allows retail food establishment to sell producer-processed agricultural products. Allows restaurants and other facilities selling ready-to-eat food to sell food containing producer-processed products not requiring time or temperature control to prevent safety hazards. Sets maximum annual production and sales for farm-direct marketer. Changes sales limit for bottler, packager or canner of certain fruit-based items sold by farm-direct marketer. Authorizes farm-direct sales of producer-processed products. Authorizes agricultural producer consignment sales of producer-processed products not requiring time or temperature control to prevent safety hazards.
Status: 2021-01-19 - Referred to Agriculture and Natural Resources with subsequent referral to Ways and Means.

OR [R] HB 2611 - Updated (New 01/11/2021) **Farm**

Title: Relating to the application of state structural specialty codes to agricultural buildings.
Sponsor: Rep. Vikki Breese-Iverson (R-OR)
Abstract: Prevents application of state structural specialty code to agricultural building used primarily for specified activities.
Status: First reading. Referred to Speaker's desk. - 01/11/2021

OR [R] HB 2676 - Updated (New 01/11/2021) **Fur Ban**

Title: Relating to the trade of fur products.
Sponsor: Rep. Rob Nosse (D-OR)
Abstract: Prohibits sale, offer for sale, display for sale, trade or other distribution for consideration of fur product in State of Oregon. Establishes that ""fur product"" does not include animal skin to be converted into leather, cowhide, deerskin, lambskin or sheepskin or animal pelt or skin preserved through taxidermy or for purpose of taxidermy. Provides exemptions from prohibition. Provides that violation committed intentionally, knowingly, recklessly or with criminal negligence is punishable by maximum of 364 days' imprisonment, $6,250 fine, or both.
Status: First reading. Referred to Speaker's desk. - 01/11/2021

OR [R] HB 2776 - Updated (New 01/11/2021)

Title: Relating to aquaculture.
Sponsor: Rep. Greg Smith (R-OR)
Abstract: Transfers regulatory authority over propagation of finfish in private commercial aquaculture facilities from State Department of Fish and Wildlife and State Fish and Wildlife Commission to State Department of Agriculture. Prohibits releasing finfish produced by private commercial aquaculture facility into waters of state unless finfish health is certified by State Department of Agriculture. Requires Oregon Business Development Department to establish and administer grant program for economic development projects involving operation of private commercial aquaculture facilities or utilization of finfish propagated in private commercial aquaculture facility.
Status: First reading. Referred to Speaker's desk. - 01/11/2021

OR [R] HB 2924 - Updated (New 01/11/2021) **Anti-Farm**

Title: Relating to industrial dairies.
Sponsor: Rep. Rob Nosse (D-OR)
Abstract: Prohibits Department of Environmental Quality and State Department of Agriculture from issuing or renewing license or permit to allow construction or operation of new industrial dairy, addition to or expansion of existing industrial dairy or addition to or expansion of dairy that would cause dairy to become industrial dairy.
Status: First reading. Referred to Speaker's desk. - 01/11/2021

OR HB 3008 Updated (Introduced 1/21/2021) **Traveling Animal Exhibition Ban**

Title: Relating to traveling animal acts.
Sponsor: Rep. Robert Nosse [D]
Abstract: Prohibits person from using specified types of animals in traveling animal act. Prohibits person from using specified types of animals in traveling animal act. Provides certain exemptions from prohibition. Punishes by maximum of six months' imprisonment, $2,500 fine, or both. Authorizes court to require person convicted of violation to forfeit animal used in violation.
Status: Introduced on January 21 2021 First Reading

OR [R] SB 103 - Updated (Status 01/28/2021) **HEARING SCHEDULED** **Weird.**

Title: Relating to animal emergency operations planning.
Sponsor: Kate Brown
Abstract: Transfers duty to prepare written animal emergency operations plan from Office of Emergency Management to State Department of Agriculture. Requires department to cooperate with Department of Human Services in developing plan.
Status: **2021-02-01 - Public Hearing Scheduled.**
Pending: Senate Natural Resources and Wildfire Recovery Committee
Hearing: Feb 1 @ 3:15 pm in Remote D

OR [R] SB 559 - Updated (Status 01/13/2021)
Title: Relating to use of livestock on lands zoned for exclusive farm use; declaring an emergency.
Sponsor: Sen. Sara Gelser (D-OR)
Abstract: Allows counties to approve livestock and livestock-affiliated exercise, therapy and counseling on lands zoned for exclusive farm use. Declares emergency, effective on passage.
Status: Introduction and first reading. Referred to President's desk. - 01/11/2021

OR [R] SB 583 - Updated (Status 01/13/2021) **Anti-Farming**
Title: Relating to industrial dairies; declaring an emergency.
Sponsor: Sen. Michael Dembrow (D-OR)
Abstract: Prohibits Department of Environmental Quality and State Department of Agriculture from issuing or renewing license or permit to allow construction or operation of new industrial dairy, addition to or expansion of existing industrial dairy or addition to or expansion of dairy that would cause dairy to become industrial dairy. Declares emergency, effective on passage.
Status: Introduction and first reading. Referred to President's desk. - 01/11/2021

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PA [R] HB 132 - Updated (Text, Status 01/13/2021)
Title: Act amending the act of December 7, 1982 (P.L.784, No.225), known as the Dog Law, further providing for definitions.
Sponsor: Rep. Greg Rothman (R-PA)
Status: PN 0098 Referred to AGRICULTURE AND RURAL AFFAIRS - 01/12/2021

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***RI H 5040** -Updated (Introduced 1/21/2021) Hearing Scheduled **Abuse Registry**
Title: Animal Abuser Registry Act
Sponsor: Rep. Arthur Corvese [D]
Abstract: Creates the "animal abuser registry act" which would require all persons convicted of felonies involving animal abuse, to register with an online registry to be established and maintained by the department of public safety.
Status: 2021-02-05 - Scheduled for hearing and/or consideration (02/09/2021)

RI H5058 – Updated (Introduced 1/21/2021) **Anti-Hunting**
Title: Relating To Fish And Wildlife

Sponsor: Rep. Joseph McNamara [D]
Abstract: Prohibits the practice of importing a wild animal into the state, which animal is not native or domestic to the state, for the purpose of conducting canned hunting.
Status: 2021-01-22 - Introduced, referred to House Environment and Natural Resources

***RI H5329** -Updated (Introduced 2/3/2021) **HEARING SCHEDULED**
Title: Relating To Fish And Wildlife –- Field Trials And Shooting Preserves
Sponsor: Rep. Scott Slater [D]
Abstract: Defines captive hunting as a hunt that occurs within a structure designed to restrict the free movement of animals and prevents the animal from escaping and would prohibit captive hunting within the state of Rhode Island.
Status: 2021-02-05 - Scheduled for hearing and/or consideration (02/11/2021)
Pending: House Environment and Natural Resources Committee
Hearing: Feb 11 House Environment and Natural Resources Hearing

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SC H3539 Updated (HEARING 2/9/2021)
Title: Pigs
Sponsor: Rep. Sylleste Davis [R]
Abstract: Amend The Code Of Laws Of South Carolina, 1976, By Adding Section 47-9-55 So As To Prohibit The Transportation Of Live Swine On A Public Road Or Waterway Without An Official Form Of Identification, And To Provide An Exception And Penalties; To Amend Section 50-16-25, Relating To The Unlawful Release Of Pigs, So As To Provide That It Is Unlawful To Transport A Live Member Of The Family Suidae Taken From The Wild; And To Repeal Section 50-9-655 Relating To Pig Transport And Release Permits.
Status: - Referred to Committee on Agriculture, Natural Resources and Environmental Affairs
Pending: House Agriculture, Natural Resources and Environmental Affairs Committee
Hearing: Feb 9 in Blatt Room 410

SC [R] H 3066 - Updated (Status 01/12/2021)
Title: Fargo's and Hyco's Law
Sponsor: Rep. Neal Collins (R-SC)
Abstract: A BILL TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, SO AS TO ENACT ""FARGO'S AND HYCO'S LAW"", TO AMEND ARTICLE 11, CHAPTER 3, TITLE 47, RELATING TO THE TEASING, MALTREATING, AND INJURING OF POLICE DOGS, SO AS TO INCREASE THE PENALTIES ASSOCIATED WITH WILFULLY OR MALICIOUSLY TORTURING, MUTILATING, INJURING, DISABLING, POISONING, OR KILLING A POLICE DOG OR HORSE, AND TO MAKE A TECHNICAL CHANGE.
Status: Referred to Committee on Judiciary - 01/12/2021

SC [R] H 3067 - Updated (Text 12/14/2020) **4A Violation**
Title: Animal ownership forfeited due to cruelty
Sponsor: Rep. Jonathon Hill (R-SC)
Abstract: A BILL TO AMEND SECTION 47-1-170, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO FORFEITING OWNERSHIP OF AN ANIMAL TREATED CRUELLY, SO AS TO PROHIBIT A PERSON CONVICTED OF A REPEAT OFFENSE OF ANIMAL CRUELTY

FROM OWNING AN ANIMAL FOR A PERIOD NOT TO EXCEED FIVE YEARS.
Status: Referred to Committee on Judiciary – 12/09/2020

SC H 3727 – Updated (Introduced 1/27/2021)
Title: Animals, ordinances for care and control
Sponsor: Rep. Kirkman Finlay [R]
Abstract: Amend Section 47-3-20, Code Of Laws Of South Carolina, 1976, Relating To The Authorization Of Counties And Municipalities To Enact Ordinances For The Care And Control Of Animals, So As To Authorize A County Or Municipality To Allow Animal Control Officers To Carry Firearms.
Status: 2021-01-27 - Referred to Committee on Agriculture, Natural Resources and Environmental Affairs

SC S 46 – Updated (Introduced 1/14/2021) **8A Violation**
Title: Custody and care of animal after arrest and custodial costs
Sponsor: Sen. Danny Verdin [R]
Abstract: Amend Section 47-1-145(c) Of The 1976 Code, Relating To The Custody And Care Of An Animal After Arrest And Custodial Costs, To Provide For Circumstances In Which A Defendant Is Found Guilty And Is Able To Reclaim The Animal.
Status: 2021-01-12 - Referred to Committee on Agriculture and Natural Resources

SC [R] S 186 - Updated (Hearing 1/27/2021)
Title: Animals, ill-treatment or abandonment
Sponsor: Sen. Greg Hembree (R-SC)
Abstract: A BILL TO AMEND SECTION 47-1-40, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE ILL-TREATMENT OF ANIMALS, SO AS TO REMOVE THE EXCEPTION FOR THE TRAINING OF HUNTING DOGS AND TO ALLOW FOR THE USE OF RECOGNIZED AND RESPONSIBLE TRAINING TECHNIQUES; AND TO AMEND SECTION 47-1-70, RELATING TO THE ABANDONMENT OF ANIMALS, SO AS TO REMOVE THE EXCEPTION FOR HUNTING DOGS.
Status: **Senate Agriculture and Natural Resources Committee**

SC[R] S 371 - Updated (Text 12/12/2020) **Prefiled**
Title: Mallards
Sponsor: Sen. Scott Talley (R-SC)
Abstract: A BILL TO AMEND CHAPTER 11, TITLE 50 OF THE 1976 CODE, RELATING TO THE PROTECTION OF GAME, BY ADDING ARTICLE 14, TO PROVIDE FOR THE PERMITTING OF REGULATED SHOOTING AREAS FOR MALLARDS, TO PROVIDE THAT CAPTIVE-RAISED MALLARDS THAT ARE REARED AND RELEASED ON A REGULATED SHOOTING AREA FOR MALLARDS MAY ONLY BE HUNTED DURING THE OPEN SEASON FOR MALLARDS, TO PROVIDE MARKING REQUIREMENTS FOR CAPTIVE-RAISED MALLARDS, TO PROVIDE THAT CAPTIVE-RAISED MALLARDS MAY BE TAKEN BY SHOOTING ON A REGULATED SHOOTING AREA FOR MALLARDS WITHOUT REGARD FOR BAG OR

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POSSESSION LIMITS AND TO PROVIDE EXCEPTIONS, TO REQUIRE CERTAIN LICENSES FOR HUNTING ON A REGULATED SHOOTING AREA FOR MALLARDS, TO PROVIDE THAT A PERMITTEE SHALL MAKE AN ANNUAL REPORT OF OPERATIONS, AND TO PROVIDE PENALTIES FOR VIOLATIONS OF PERMITTING …

Status: Referred to Committee on Fish, Game and Forestry – 12/09/2020

SC [R] S 378 - Updated (HEARING 1/27/2021) **HEARING**

Title: Police dogs and horses

Sponsor: Sen. Richard Cash (R-SC)

Abstract: A BILL TO AMEND SECTION 47-3-630 OF THE 1976 CODE, RELATING TO PENALTIES FOR TEASING, MALTREATING, AND INJURING POLICE DOGS AND HORSES, TO PROVIDE FOR PENALTIES, RESTITUTION, AND COMMUNITY SERVICE.

Status: Senate Agriculture and Natural Resources Committee

SD [R] SB 52 Updated (1/21/2021) **CAFO**

Title: Revise the permit duration on certain concentrated animal feeding operations.

Sponsor: None available at this time.

Status: 2021-01-21 Agriculture and Natural Resources Do Pass, Passed, YEAS 5, NAYS 2. S.J. 1

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TN HB 97 Updated (New 1/12/2021)

Title: AN ACT to amend Tennessee Code Annotated, Title 39, Chapter 11, Part 6, relative to justifications excluding criminal responsibility.

Sponsor: Rep. Jay Reedy [R]

Abstract: As introduced, justifies, under certain circumstances, the use of deadly force against another to prevent or terminate the other from committing or attempting to commit certain property offenses; clarifies that the display or brandishing of a weapon does not constitute deadly force. - Amends TCA Title 39, Chapter 11, Part 6.

Status: 2021-01-12 - Intro., P1C. Includes allowing deadly force used to prevent aggravated cruelty to animals and livestock animals.

TN HB 213 Updated (New 1/15/2021) **Vet Regs**

Title: AN ACT to amend Tennessee Code Annotated, Title 63, Chapter 12 and Title 68, Chapter 8, relative to animal health.

Sponsor: Rep. Curtis Halford [R]

Abstract: As introduced, authorizes members of the board of veterinary medical examiners to be reappointed for successive terms; clarifies the definition of "veterinary facility". - Amends TCA Title 63, Chapter 12 and Title 68, Chapter 8.

Status:2021-01-15 - Filed for introduction

TN HB 361 (Introduced 1/08/21) Hearing in Criminal Justice Subcommittee on 2/24/21

Title: An Act to Amend TCA Title 39, Chapter 14 and Title 44.

Sponsor: Rep. Lowell Russell [R]

Abstract: House Bill 361 seeks to authorize any officer of a governmental animal control agency to enter any property or dwelling that the officer reasonably believes is abandoned to rescue any non-livestock animal contained therein. This would expand powers to enter certain private property and confiscate companion animals without first obtaining a warrant.

TN HB 803 Updated (Introduced 2/09/2021) **See Also SB1109**

Title: AN ACT to amend Tennessee Code Annotated, Title 39, Chapter 14, Part 2 and Title 40, Chapter 39, Part 1, relative to animal abuse.

Sponsor: Rep. Bruce Griffey [R]

Abstract: As introduced, establishes enhanced penalties for acts of animal cruelty when committed against 10 or more non-livestock animals at the same time and place. - Amends TCA Title 39, Chapter 14, Part 2 and Title 40, Chapter 39, Part 1.

Status: 2021-02-20 - Assigned to s/c Criminal Justice Subcommittee

TN SB 166 Updated (New 1/14/2021) **PACT Act**

Title: AN ACT to amend Tennessee Code Annotated, Title 39, Chapter 14, Part 2, relative to cruelty to animals.

Sponsor: Rep. Jon Lundberg [R]

Abstract: As introduced, states that a person commits aggravated cruelty to animals if the person, with no justifiable purpose, intentionally or knowingly kills, maims, tortures, crushes, burns, drowns, suffocates, mutilates, starves, or otherwise causes serious injury to a companion animal. - Amends TCA Title 39, Chapter 14, Part 2.

Status: 2021-01-15 - Introduced, Passed on First Consideration

TN SB 168 Updated (New 1/15/2021)

Title: AN ACT to amend Tennessee Code Annotated, Title 39, Chapter 14, Part 2, relative to cock fighting.

Sponsor: Rep. Jon Lundberg [R]

Abstract: As introduced, raises from a Class A misdemeanor to a Class E felony certain animal cruelty offense involving a cock; requires a fine of not less than $1,000 nor more than $2,500 for the offense of being a spectator at a cock fight. - Amends TCA Title 39, Chapter 14, Part 2.

Status: 2021-01-15 - Introduced, Passed on First Consideration

TN SB 285 Updated (Introduced 1/21/2021)

Title: AN ACT to amend Tennessee Code Annotated, Title 39 and Title 43, relative to agricultural property.

Sponsor: Sen. Paul Rose [R]

Status: 2021-01-21 - Filed for introduction

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TX HB 91 Updated (Introduced 11/09/2020)
Title: Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.
Sponsor: Lucio III
Status: Filed – 11/09/20

TX [R] HB 121 - Updated (New 11/09/2020)
Title: Relating to the adoption of cats and dogs previously used for research.
Sponsor: Minjarez
Status: Filed – 11/09/2020

TX [R] HB 337 - Updated (New 11/09/2020)
Title: Relating to the intake and disposition records of animal shelters and releasing agencies.
Sponsor: ASM. Rosenthal [D]
Status: Filed – 11/09/2020

TX [R] HB 386 - Updated (New 11/09/2020) **Tethering?**
Title: Relating to the unlawful restraint of a dog; creating a criminal offense.
Sponsor: Pacheco
Status: Filed – 11/09/2020

TX [R] HB 543 - Updated (New 11/13/2020) **WAPA?**
Title: Relating to the regulation of working animals by a political subdivision.
Sponsor: White
Status: Filed – 11/12/2020

TX [R] HB 592 - Updated (New 11/18/2020)
Title: Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
Sponsor: Turner, Chris
Status: Filed - 11/17/2020

TX [R] HB 604 - Updated (New 11/19/2020) **Shelter/Rescue Regs**
Title: Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
Sponsor: Noble
Status: Filed – 11/18/2020

TX [R] HB 652 - Updated (New 11/25/2020) **Shelter Regs**
Title: Relating to notice of an epizootic infectious disease occurring in an animal shelter.
Sponsor: Paul
Status: Filed – 11/24/2020

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TX [R] HB 674 - Updated (New 12/01/2020)
Title: Relating to informing the public about the availability of provisions in protective orders, including provisions regarding pets and other companion animals.
Sponsor: Ramos
Status: Filed – 11/30/2020

TX [R] HB 708 - Updated (New 12/03/2020) **4A Violation**
Title: Relating to creating the criminal offense of possession of an animal by a person who has been previously convicted of an offense involving animal cruelty.
Sponsor: Shaheen
Status: Filed – 12/02/2020

TX [R] HB 873 - Updated (New 12/19/2020) **Tethering?**
Title: Relating to the unlawful restraint of a dog; creating a criminal offense.
Sponsor: Collier
Status: Filed – 12/18/2020

TX [R] HB 1078 - Updated (New 01/14/2021) **Anti-Farming**
Title: Relating to liability arising from farm animal activities.
Sponsor: Landgraf
Status: Filed – 01/13/2021

TX [R] HB 1083 - Updated (New 01/14/2021) **4A Violation**
Title: Relating to termination of the ownership interest in an animal impounded by an animal shelter.
Sponsor: King, Phil
Status: Filed – 01/13/2021

TX HB 1480- Updated (Introduced) **CG Supports?**
Title: Relating to the protection of animal and crop facilities; creating a criminal offense.
Sponsor: Rep. John Cyrier [R]
Abstract: Relating to the protection of animal and crop facilities; creating a criminal offense.
Status: 2021-01-29 - Filed

TX HB 1941- Updated (Introduced 2/16/2021)
Title: Relating to the use of certain devices to train or control the behavior of an elephant; creating a criminal offense.
Sponsor: Rep. Vikki Goodwin [D]
Status: Introduced on February 16 2021 - 25% progression

TX [R] SB 48 - Updated (New 11/09/2020)
Title: Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.
Sponsor: Zaffirini
Status: Filed - 11/09/2020

TX [R] SB 197 - Updated (New 11/17/2020)
Title: Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.
Sponsor: Nelson
Status: Filed – 11/16/2020

TX [R] SB 227 - Updated (New 12/03/2020)
Title: Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
Sponsor: Paxton
Status: Filed – 12/02/2020

TX [R] SB 276 - Updated (New 01/05/2021) **Shelter Regs**
Title: Relating to notice of an infectious disease occurring in an animal shelter and the quarantine of certain infectious animals at the shelter.
Sponsor: Hinojosa
Status: Filed – 01/04/2021

TX [R] SB 323 - Updated (New 01/13/2021) **Breeder Regulations**
Title: Relating to the licensing and regulation of dog and cat breeders; expanding the applicability of an occupational license; requiring a review of fee amounts.
Sponsor: West
Status: Filed - 01/12/2021

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UT [R] SB 104 - Updated (New 01/14/2021) Hearing
Title: Tax Levy for Animal Control
Sponsor: Sen. Todd Weiler [R]
Status: [Hearing: Feb 17 @ 8:00 am]

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UT [R] HB 166 - Updated (New 01/14/2021)
Title: Livestock Amendments
Sponsor: Rep. Casey Snider (R-UT)
Abstract: This bill addresses the treatment and theft of livestock, including livestock guardian dogs, and livestock infrastructure.
Status: 2021-01-20 [Hearing: Jan 22 @ 2:00 pm]To House Natural Resources, Agriculture, and Environment Committee

UT HB 213 Updated (Introduced 1/21/2021)
Title: Canine Injury Amendments
Sponsor: Rep. Steve Christiansen [R]

Status: 2021-01-26 - House/ to standing committee in House Political Subdivisions Committee

UT SB 130 Updated (Introduced 1/26/2021) **HEARING SCHEDULED** **CAFO**
Title: Regulation of Concentrated Animal Feeding Operations
Sponsor: Sen. Scott Sandall [R]
Status: [Hearing: Feb 16 @ 4:00 pm

UT [R] SB 38 - Updated (New 12/22/2020)
Title: K-9 Policy Requirements
Sponsor: Sen. Daniel Thatcher (R-UT)
Abstract: This bill amends the liability provisions for dog bites relating to law enforcement activities and requires the annual certification of law enforcement canines and handlers.
Status: LFA/ fiscal note publicly available - 12/21/2020

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VA [R] HB 1480 - Updated (Status 09/29/2020) **Allows cities to ban Retail Pet shops**
Title: Pet shops; local regulation on sale of animals.
Sponsor: Del. Wendy Gooditis (D-VA)
Abstract: Local regulation of pet shops. Authorizes a locality to regulate or restrict by ordinance the acquisition, marketing, and sale of animals in a pet shop. Such ordinance may distinguish between certain types of pet shops and include provisions for special licensing, inspections, reporting, or restrictions on the sale of certain types of animals. The bill also includes various existing statewide provisions related to pet shops in the list of sections for which a locality may adopt parallel or more stringent ordinances.
Status: Continued to 2021 in Agriculture, Chesapeake and Natural Resources by voice vote - 02/05/2020

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VA [R] HB 1744 - Updated (New 11/30/2020)
Title: Animal care; zoos and petting zoos, seizure of animals.
Sponsor: Ronnie R. Campbell (by request)
Abstract: Animal care; zoos and petting zoos; seizure of animals. Raises from reasonable cause to probable cause the standard for a belief that animal cruelty laws are being violated for purposes of an application for a search warrant. The bill adds animals located at a zoo or petting zoo, defined in the bill, to agricultural animals as

exceptions to the standards for seizure or impoundment of companion animals. The bill also requires that before a seizure can take place at a zoo or petting zoo, a direct and immediate threat to an animal must exist that cannot be corrected in a reasonable time or that the owner is unable or unwilling to correct. The bill requires humane investigators to be residents of the Commonwealth. The bill contains technical amendments.

Status: Committee Referral Pending – 11/30/2020

VA [R] SB 1135 - Updated (Ancillary 01/05/2021)

Title: Dangerous dogs; restructures procedure for adjudication, penalty.

Sponsor: Sen. David Marsden (D-VA)

Status: Referred to Committee on Agriculture, Conservation and Natural Resources – 01/01/2021

VA [R] SB1412 Updated (Hearing 1/18/2021) **HEARING 4A Violation**

Title: Pet shops, dealers, and dog breeders; employees convicted of animal abuse; penalty.

Sponsor: Sen. William Stanley [R]

Abstract: Pet shops, dealers, and dog breeders; employees convicted of animal abuse; penalty. Requires pet shops, dealers, and commercial dog breeders to obtain a signed statement from any prospective owner, director, officer, manager, member, operator, member of staff, or animal caregiver of such pet shop, dealer, or commercial dog breeder, respectively, that such person has never been convicted of animal cruelty, neglect, or abandonment. The bill prohibits pet shops from selling or giving for adoption an animal without first obtaining such statement from the purchaser or adopter and prohibits dealers and commercial dog breeders from importing, selling, or offering for sale any dog to a pet shop without first obtaining such statement from each owner, director, officer, manager, member, operator, member of staff, and animal caregiver of the pet shop. Failure by such person to provide, or by such pet shop, dealer, or dog breeder to obtain, such statement is a Class 1 misdemeanor.

Status: 2021-01-18 - Assigned ACNR sub: Companion Animals **Jan 25 @ 10:00 am in in SR East at Museum. Register to speak at GA site:**

VA [R] HB 2109 - Updated (Text, Status 01/13/2021)

Title: Board of Agriculture and Consumer Services; membership.

Sponsor: Del. C. Matthew Fariss (R-VA)

Abstract: Board of Agriculture and Consumer Services; membership. Expands the Board of Agriculture and Consumer Services by adding as an at-large member an expert in companion animal welfare who is employed by a releasing agency in the Commonwealth. Under current law, the Board is composed of one member from each congressional district, of which there are 11, two at-large members engaged in the application or sale of pesticides, and two ex officio members.

Status: 2021-01-20 - Subcommittee recommends reporting with substitute (7-Y 1-N)

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WA [R] HB 1117 Updated (1/21/2021) HEARING SCHEDULED

Title: Promoting salmon recovery through revisions to the state's comprehensive planning framework.
Sponsor: Rep. Debra Lekanoff [D]
Status: 2021-01-21 - Scheduled for public hearing in the House Committee on Environment & Energy at 1:30 PM

WA HB 1375 Updated (Introduced 1/26/2021) **Fur Ban**
Title: Protecting public health by prohibiting certain activities related to fur production.
Sponsor: Rep. Amy Walen [D]
Status: 2021-01-26 - First reading, referred to Rural Development, Agriculture & Natural Resources. House Rural Development, Agriculture, & Natural Resources Committee

***WA HB 1424 Updated (Introduced 1/29/2021) Hearing Scheduled**
Title: Concerning consumer protection with respect to the sale of dogs and cats.
Sponsor: Rep. Amy Walen [D]
Status: 2021-02-11 - Scheduled for public hearing in the House Committee on Consumer Protection & Business at 10:00 AM
Pending: House Consumer Protection & Business Committee
Hearing: Feb 15 @ 10:00 am in House Committee on Consumer Protection & Business

WA [R] SB 5045 - Updated (Status 01/12/2021) **HEARING SCHEDULED**
Title: Establishing a state meat and poultry inspection program.
Sponsor: Sen. Judith Warnick (R-WA)
Status: Scheduled for public hearing in the Senate Committee on Agriculture, Water, Natural Resources & Parks at 1:30 PM (Subject to change). - 01/14/2021

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***WI AB 53** Updated (Introduced 2/11/2021) **Hearing**
Title: Shot shell restrictions and the hunting of fur-bearing animals.
Sponsor: Rep. Calvin Callahan [R] plus 16 other Republicans
Abstract: An Act to renumber 29.311; and to create 29.311 (2) of the statutes; Relating to: shot shell restrictions and the hunting of fur-bearing animals.
Status: Feb 24 @ 9:30 am

WI SB 54 Updated (Introduced 2/11/2021)
Title: Shot shell restrictions and the hunting of fur-bearing animals.
Sponsor: Rep. Calvin Callahan [R] plus 16 other Republicans
Abstract: An Act to renumber 29.311; and to create 29.311 (2) of the statutes; Relating to: shot shell restrictions and the hunting of fur-bearing animals.
Status: 2021-02-12 - Placed on calendar 2-16-2021 pursuant to Senate Rule 18(1)

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WV 2561 Updated (Introduced 2/16/2021)
Title: Relating to cruelty to animals
Sponsor: Del. John Williams [D]
Status: 2021-02-16 - To House Agriculture and Natural Resources

WV SB 306 Updated (Introduced 2/17/2021)
Title: Relating to removal of animals left unattended in motor vehicles
Sponsor: Sen. Tom Takubo [R] Sen. Rupert Phillips [R] Sen. Ron Stollings [D]
Sen. Amy Nichole Grady [R] Sen. William Ihlenfeld [D]
Status: 2021-02-17 - To Judiciary
Pending: Senate Judiciary Committee

WV SB 309 Updated (Introduced 2/17/2021) **KILLED IN COMMITTEE!**
Title: Creating felony offense of aggravated cruelty to animals
Sponsor: Sen. Ryan Weld [R] Sen. Rupert Phillips [R] Del. Stephen Baldwin [D]
Sen. William Ihlenfeld [D] Sen. Amy Nichole Grady [R] Sen. Michael Woelfel [D]
Sen. Eric Nelson [R]
Abstract: The purpose of this bill is to create the felony offense of aggravated cruelty to animals. The bill creates a criminal penalty and defines a term.
~~Status: Senate Judiciary Committee~~
~~Hearing: Feb 23 @ 3:00 pm in Senate Judiciary Committee Room, 208 West~~

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***WY [R] SF 24** - Updated (New 12/30/2020) **8A Violation Hearing**
Title: Bond for impounded animals.
Sponsor: Agriculture
Status: [Hearing: Feb 25 @ 1:30 pm]

WY [R] SF 25 - Updated (Status 1/27/2021) **8A Violation**
Title: Animal impound proceedings - bond and disposition.
Sponsor: Agriculture
Status: Placed on General File

WY [R] SF 26 - Updated (1/28/2021 COW: Passed)
Title: Animal abuse statutes reorganization and update.
Sponsor: Agriculture
Status: Enrolled on February 4 2021 - 75% progression
Action: 2021-02-05 - Speaker Signed SEA No. 0012

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TOP NEWS

Biden prepares executive orders aimed at combating hunger, protecting workers

By Megan Cassella

The president will sign both orders, which are broadly focused on providing economic relief, on Friday.

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America's rural crisis triggers calls for Biden to name rural czar
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'Wartime effort': Biden signs orders to fight the pandemic

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Biden prepares executive orders aimed at combating hunger, protecting workers(back)

By Megan Cassella

President Joe Biden will sign two executive orders on Friday aimed at fighting hunger, protecting American workers and providing economic relief to families whose jobs and livelihoods have been destroyed by the coronavirus pandemic.

The measures ask agencies across the government to expand, extend and at times re-examine guidelines to find ways to provide further aid for Americans while working within existing authority, including by strengthening worker protections and increasing food benefits.

While they are not meant as a stand-in for the nearly $2 trillion economic relief package Biden proposed last week, the orders reflect the White House's efforts to shore up the economy while lawmakers debate whether to enact a new, massive aid package — a process that could take months.

"These actions are concrete and will provide immediate support to hard-hit families," Brian Deese, the head of the White House's National Economic Council, told reporters on a call Thursday evening. But, he added, "They are not enough. And much, much more is needed."

Through one executive order, Biden will ask the Department of Agriculture to consider increasing food assistance benefits and money to help families with schoolchildren buy groceries. He will ask the Treasury Department to consider taking action to ensure that more Americans who are eligible to receive economic relief checks are able to get them.

And he will call on the Labor Department to clarify guidelines that until now had forced American workers who refused an offer to return to work to lose their unemployment benefits, even if heading back to the workplace would have put them or their families at heightened risk.

The second order is focused on protecting federal workers and contractors, in part by restoring collective bargaining power and worker protections by revoking measures that President Donald Trump had signed. It also eliminates Schedule F, a class of worker that Trump had established that stripped many federal civil service employees of job protections.

It asks agencies to take a look at which federalemployees are earning less than $15 per hour and come up with recommendations to get them above that wage.

The orders are the latest in a blitz of executive actions that Biden has taken since he took office on Wednesday. The more than two dozen measures he has signed have been aimed in part at turning around the pandemic, tackling climate change and reversing some of Trump's policies, including the so-called Muslim ban on travelers from certain countries.

Deese called on Congress to pass the American Rescue Plan that Bidenlaid out last week, which proposed $1.9 trillion in additional federal funding to tackle the pandemic, provide another round of direct payments to working families and extend unemployment benefits, among other priorities. But Republicans have panned that proposal, saying it is too expensive and comes too soon after the $900 billion aid package that Congress passed last month.

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Biden increases food aid payments to low-income families with children(back)

By Helena Bottemiller Evich

The Biden administration announced Friday that it is bumping up aid payments for millions of low-income households with children by 15 percent. It is part of several new actions aimed at getting more government assistance out as the pandemic drags on.

The backstory: The Pandemic-EBT program, known as P-EBT, was created last spring to help replace the subsidized or free meals that tens of millions of children normally get at school. The program gives households benefits on a debit-like card that can only be used to buy groceries.

P-EBT worked relatively well to replace meals in the spring, because almost all schools were closed. But now the program is more complicated with some schools doing online-only learning, some in-person and some a mix of the two.

The program has been plagued with delays because of a mix of political failure in Congress and bureaucracy at the Agriculture Department.

As POLITICO reported last month, the vast majority of households have not received any P-EBT benefits this school year, even though the money has been authorized since September. Many states have not even sent USDA their plans for approval, which means the aid will be even further delayed.

What's new: This school year, households are eligible to receive up to $5.86 per child per day of school missed. That rate will increase by 15 percent. It's not clear whether the increase will be applied to the many months of benefits that are owed to most families that are eligible.

“As soon as the president took office, he called for immediate action on the hunger crisis gripping vulnerable families and children," said Stacy Dean, deputy undersecretary for Food, Nutrition, and Consumer Services. "The announcement today provides more food dollars directly to food insecure kids living in low-income households who are missing critical meals due to school closures."

The White House told reporters Friday the move will mean that an eligible family with three kids will get about $100 more over the course of two months.

More SNAP increases on tap: The USDA also said it will begin working with the Department of Justice to review whether it can provide an increase in Supplemental Nutrition Assistance Program payments to nearly 40 percent of households that have seen no real increase during the crisis.

Under the Trump administration, USDA determined that it only had the authority to bring all SNAP households up to existing maximum payment levels, which meant that households already getting the maximum payments saw no increase. (The Trump administration defended its stance in court last year).

"This is the core program targeted at preventing hunger in America," National Economic Council Director Brian Deese said during the White House briefing. The changes will means an increase of about 15 percent to 20 percent, he said.

The USDA is also now beginning to review what's known as the Thrifty Food Plan, the basis for how the department comes up with the payment levels that households should get in the program.

The current plan "is out of date with the economic realities most struggling households face when trying to buy and prepare healthy food," according to the department. "As a result, the benefits fall short of what a healthy, adequate diet costs for many households." The 2018 farm bill required that the plan be updated by 2022.

Ryan McCrimmon contributed to this report.

To view online click here.

America’s rural crisis triggers calls for Biden to name rural czar(back)

By Liz Crampton

The incoming Biden administration is facing growing pressure to appoint a rural envoy within the White House to oversee a national strategy to uplift rural communities facing severe health and economic challenges.

Members of Congress and advocates are making the case that the problems plaguing rural regions exacerbated by the pandemic run so deep that a coordinated federal response is critical — a move they argue would speed up the nation’s economic recovery and boost Biden’s popularity among voters in red states. The envoy would work closely with the

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executive branch, especially the Department of Agriculture, which has offices in nearly every county in the U.S.

“I certainly think there has to be a big emphasis on developing rural America,” former Democratic Kentucky Gov. Steve Beshear told POLITICO. “It has to come from the White House."

“It is past time that the rural areas of this country be targeted for not only economic development, but for health care, for broadband access, for all of the things that will lift this whole country up," he added.

Democratic lawmakers say that embarking on a rural strategy is an immediate way for President Joe Biden to draw a contrast with former President Donald Trump, whose leadership they argue failed rural Americans, most clearly with the pandemic that has disproportionately impacted rural areas. Biden's platform lays out many ambitious goals for rural regions, such as having the agriculture industry play a key part in fighting climate change, which his advisers believe translates into paying farmers for improving the environment as well as generating more "green" jobs.

“The COVID-19 pandemic is shining a big spotlight on the need for major investment in our rural communities,” said Sen. Ron Wyden, an Oregon Democrat, in a statement provided to POLITICO.

"After years of attempting to make these investments, what I know is this: the organization of government often makes it difficult to facilitate real on-the-ground success. A concept like a Rural Envoy at the White House who has real power to coordinate between agencies and make sure that each agency’s work supports another agency’s work in rural America would be an improvement,” Wyden said.

The Agriculture Department is expected to be the first response to many of these problems, given the department’s sprawling mission that touches nearly every corner of rural America, from funding affordable housing to building rural hospitals to deploying broadband access to combating climate change.

But the rural development branch of USDA has long been neglected by both Republican and Democratic administrations, as it’s been consistently underfunded and understaffed. Advocates say that an early order of business for Tom Vilsack, Biden’s pick to lead USDA, should be restoring morale among rural development career staff by elevating the public profile of the agency’s work.

“There has got to be definitive investments that are innovative or this administration will have no future in a rural vote,” said Charles Fluharty, founder of the Rural Policy Research Institute, which studies demographic trends and policy impacts on rural communities.

By nearly every measure, rural America is struggling. Most rural counties never fully recovered from the 2008 recession, only to be knocked backwards by the pandemic that has left countless Americans living in rural areas experiencing food insecurity, high unemployment and in need of affordable, reliable housing . An urgent issue for the Biden administration will be easing some pressure on rural health care systems strained by the influx of Covid-19 patients as the virus spread intensifies.

“There’s bright spots across the U.S., but on a whole, aggregate rural America has had a hard time with the 21st Century shifts in the economy,” said Anthony Pipa, a senior fellow in the Center for Sustainable Development at the Brookings Institution and co-author of a paper detailing how the Biden administration should approach rural challenges.

“There’s no reason to expect that will change without some sort of targeted policy,” he said.

Vilsack’s ability to hit the ground running once confirmed by the Senate — ultimately why Biden selected him — means expectations will be high for him to quickly deliver on policy.

Vilsack’s allies say his record proves he’s ready to confront the litany of problems rural Americans are dealing with and believe he will make rural development top priority when he takes the helm of USDA. In an interview this week with the Storm Lake Times, Vilsack cited rural economic development among many priority areas "that need significant work or even historic work."

The Biden team has also tapped Katharine Ferguson to serve as Vilsack's chief of staff, a sign that rural development issues could get special attention given Ferguson's experience in that realm.

While leading the Agriculture Department for eight years under Obama, Vilsack’s signature rural development action was launching the “Strikeforce” initiative intended to leverage resources in counties experiencing persistent poverty rates by partnering with local organizations. It started as a pilot project in three states and expanded to 16, and its work involved providing technical assistance to develop a cooperative business in the Georgia goat industry and developing a sustainable food system to address food deserts in Arkansas.

“[Vilsack] supported a much more comprehensive approach to rural communities’ economic development,” said Doug O’Brien, the former acting undersecretary for Rural Development under Vilsack. “He understood that manufacturing, information technology, the service sector, were all critical to rural, next to agriculture.”

Yet some experts believe that scaling up USDA’s rural development programs would not be enough and are also encouraging the administration to adopt a comprehensive rural blueprint that spans multiple agencies instead of placing responsibility solely on USDA. That's why some Biden allies are pushing hard for an official rural position close to the

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president, along with the reestablishment of the White House rural task force, which Trump disbanded in 2017.

“There must be policy infrastructure that reinforces and demands some outcome beyond ‘did you spend the damn money,’” Fluharty said. One idea that’s long had support among academic circles is to funnel federal dollars into densely populated areas within rural regions — so called cluster-based development.

Rural places are at a “funding disadvantage,” he said, and suggested that a federal strategy should target rural areas with a designated population size like the Department of Housing and Urban Development does with cities by making multiyear investments to stimulate capital planning and strategic investment.

Rural advocates are encouraged by an apparent growing realization among the public that rural communities are actually quite diverse, both racially and economically. That shift in thinking could translate into more effective policy, says Matt Dunne, founder and executive director of the Center on Rural Innovation, a Vermont-based nonprofit aimed at promoting digital economies in rural communities.

“It’s going to be a long-term shift in the narrative around rural,” he said. “But it’s starting. Rural America is not white America and rural economics are not completely dependent on agriculture. In fact, as agriculture automates, the number of jobs associated with agriculture is likely to go down as farms are more and more efficient. That’s not a bad thing but we need to recognize it.”

To view online click here.

Biden’s Covid team grapples with a basic question: Where’s all the vaccine?(back)

By Adam Cancryn and Tyler Pager

As President Joe Biden spent his first full day in office issuing executive actions aimed at containing the coronavirus, his administration scrambled to get a handle on a key unanswered question: How much vaccine is actually available?

Conflicting accounts of supply totals have bedeviled federal and state health officials, complicating the new administration's sweeping pandemic response plan and casting fresh doubts on how long it will take Biden to bring the virus under control.

Just about half of the nearly 38 million Covid-19 shots distributed by the federal government have been administered to date, according to Centers for Disease Control data. That indicates there’s a glut of unused doses around the country.

But states are warning they're running out of the vaccine, with little sense of when more will arrive.

Federal officials are trying to sort out where the reality lies – an urgent effort that comes against the backdrop of Biden’s promise to deliver 100 million shots in his first 100 days in office.

“That is something that we need to really take a close look at,” said Anthony Fauci, Biden’s chief medical adviser. “If it is the case, particularly the thing that would be most disturbing is vaccine laying around.”

Biden has made ending the pandemic a centerpiece of his early presidency, vowing an all-out federal effort to turn the tide of the crisis within the next several months.

But even as he signed a flurry of directives laying the foundation for that response, White House officials have sought to tamp down expectations — blaming the Trump administration for leaving behind a situation that they insisted was far worse than expected, despite months of transition meetings and planning.

"What we're inheriting from the Trump administration is so much worse than we could have imagined,” Jeff Zients, Biden’s Covid-19 coordinator, told reporters Wednesday night. “We don't have the visibility that we would hope to have into supply and allocations.”

Biden officials complained during the transition that their efforts to gather information on the coronavirus response were stymied at times by Trump administration political appointees. Biden aides for weeks were unable to access Tiberius, the central government database used to monitor vaccine distributions, according to one transition official. They were also denied access to certain standing meetings related to the government’s response until a few days before Biden was sworn in.

Yet while few disputed the transition was rocky, officials working on the transition or familiar with its work said it was patently obvious that the Trump administration response was severely lacking, and it should have been no surprise to Biden’s team.

That is particularly the case with the vaccine pipeline, which has been at the center of weeks of finger-pointing between states and the federal government over the slow pace of vaccinations.

Several state officials on Thursday pointed to supply shortfalls as the chief obstacle to their distribution efforts, adding that directives from both the outgoing and incoming administrations that states should widen their eligibility guidelines wound up depleting reserves.

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“What you’re seeing now is the very limited supply that everybody knew was going to be the case, but was not understood by the public,” said Chrissie Juliano, executive director of the Big Cities Coalition, which represents metropolitan health departments. “Suggesting that we allow everybody over 65 to get a vaccine in the hope that it would move supply, while it came from a good place, is just not a reality on the ground.”

Health officials have also struggled with extensive data problems that have hampered states’ ability to update the government on its day-to-day vaccine supply, a lag that’s made it difficult at times to convince federal officials that they’re running low – or track where new shipments are being delivered.

Those issues could take weeks to fix, state and federal officials said, and represent the kind of complex effort that could quickly bog down the Biden administration's response.

On Thursday, Biden rolled out a 200-page national strategy to curtail the coronavirus, part of an effort to show a clean break from the Trump administration, which shirked responsibility for vaccine distribution and created a patchwork system across the country.

The president signed 10 executive orders ranging from invoking the Defense Production Act to expedite production of vaccine supplies to directing the Department of Education to give schools guidance on reopening safely.

Health experts applauded the quick steps and the detailed plan, but they also acknowledged there will be delays putting it all into motion. Although the plans have been underway for months, getting huge government agencies to quickly execute — especially without permanent leadership in place — will be difficult.

A key part of the president’s plan to increase vaccinations is federally-supported distribution sites, with the goal of creating 100 sites by the end of February. But state officials warned that if supply did not increase, the plan would only further disrupt efforts already underway to keep up with rising demand.

"Where are they going to get the doses for that?" said Claire Hannan, executive director of the Association of Immunization Managers. “It makes me a little queasy to hear these community vaccination centers and mobile vaccination clinics – all great ideas that are in these plans, but what’s missing is the doses and the resources.”

The federal government further alarmed some state officials on Thursday, when the Centers for Disease Control indicated it would begin counting Pfizer's vaccine vials as the equivalent of six doses -- up from five, according to an email from the agency obtained by POLITICO.

Those vials require specific syringes to extract all six doses, and that type of syringe is in such high demand that the Biden administration said Thursday it may use the Defense Production Act to ramp up its manufacturing.

Biden officials are also likely to run up against strict limits on the nation’s total vaccine supply for the next several months. Pfizer and Moderna have pledged 200 million total doses by the end of March – enough to hit Biden’s initial pledge, but far from what is needed to achieve herd immunity.

And while Biden on Thursday touted his willingness to use the DPA to speed manufacturing, that expanded stash of materials and supplies won't have any immediate impact on the response.

“It’s not a magic wand,” said one former Trump administration official. “They need to explain what they’re going to do with it.”

Biden’s team is still getting high marks for being honest and transparent about the challenges the country faces in eradicating the pandemic, one that Trump routinely dismissed. Fauci, the nation’s top infectious disease expert who repeatedly sparred with Trump officials, also spoke of feeling “liberated” as the Biden administration hsa elevated him and his colleagues.

“The idea that you can get up here and talk about what you know, what the evidence, what the science is, and know that's it — let the science speak,” he said Thursday. “It is somewhat of a liberating feeling."

Yet when pressed to detail exactly how Biden's lengthy blueprints and much-touted executive actions would translate to more vaccinations on the ground, Fauci was far more tight-lipped.

"To do whatever he can to expand the availability of vaccines," he said. "Whatever that is, he's just said he's going to use whatever possibility."

To view online click here.

USDA names more senior staff (back)

By Helena Bottemiller Evich

The Agriculture Department named several more senior staff members on Thursday evening.

Here’s a rundown of the roster, which again indicates a renewed focus on rural development:

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David Grahn, principal deputy general counsel in the Office of General Counsel

Grahn has been serving as the director of the Office of Regulatory Policy at the Farm Credit Administration. He previously worked for nearly three decades in the the Office of the General Counsel at USDA.

Farah Ahmad, chief of staff in the Office of the Undersecretary for Rural Development

Ahmad has been serving as the senior program coordinator in the Office of Consumer Education and a senior adviser to the chief operating officer at the Consumer Financial Protection Bureau. Before that, she served as the program manager on the Community and Economic Development team in the Rural Business Cooperative Service at USDA and as a senior policy analyst at Center for American Progress.

Olugbenga Ajilore, senior adviser in the Office of the Undersecretary for Rural Development

Ajilore joins USDA after serving as a senior economist at the Center for American Progress and former president of the National Economic Association. He previously worked as an associate professor of economics at the University of Toledo.

Mike Schmidt, senior adviser in the Office of the Undersecretary for Farm Production and Conservation

Schmidt had been serving as senior professional staff for the Senate Committee on Agriculture, Nutrition, & Forestry under ranking member Sen. Debbie Stabenow. During the Obama administration, Schmidt held several positions at USDA, including associate administrator for policy and programs at the Farm Service Agency.

Marcus Graham, deputy administrator for field operations in the Farm Service Agency

Graham has been serving as the legislative director in the Office of External Affairs and other roles at the Farm Service Agency. He previously worked for the Senate Committee on Agriculture, Nutrition, & Forestry under Stabenow.

Matt Herrick, director of communications in the Office of Communications

As POLITICO previously reported, Herrick will again take the helm of USDA's communications operation. Herrick most recently served as senior vice president for public affairs and communications at the International Dairy Foods Association.

Before that, he was managing director of communications at the Rockefeller Foundation and senior vice president at Story Partners, a public affairs firm in Washington. He previously served in the Obama administration as press director and spokesperson at USAID and later as communications director at USDA.

To view online click here.

Biden takes first step toward enforceable workplace safety standards for Covid-19(back)

By Eleanor Mueller

President Joe Biden on Thursday directed the Occupational Safety and Health Administration to issue stronger guidance on how to protect employees from Covid-19 in the workplace and to consider whether an emergency temporary standard is necessary.

If the agency determines it is, it must issue one by March 15, the executive order reads.

The move was anticipated given the Biden campaign's earlier call forthe Trump administration to "immediately release and enforce an emergency temporary standard (ETS) to give employers and frontline employees specific, enforceable guidance on what to do to reduce the spread" of the pandemic. While the timeline is gradual, the executive order is merely "an indication of more to come," Bob Bruno, a labor professor at the University of Illinois, said. "He sees this as a cooperative way to work with the agencies to achieve the ends, and the end would be standards. ... You're seeing a product in process."

The order would also direct OSHA to review its Covid-19 enforcement efforts to identify changes that could be made to "better protect workers," launch a national program to focus enforcement efforts on violations that "put the largest number of workers at serious risk or are contrary to anti-retaliation principles," and launch an multilingual outreach campaign to "inform workers and their representatives of their rights under applicable law."

What's an emergency temporary standard: Such a standard, commonly referred to as an ETS, would create a mandatory set of guidelines that employers must follow to protect workers from the coronavirus — or else face penalties. The Trump administration declined to implement one — despite pressure from unions and Democratic lawmakers, who attempted to include it in proposals for relief packages — citing the hardship to businesses struggling during the recession.

What would it involve: An ETS could lay out hand-washing and social-distancing requirements, as well as a mask mandate, among other things. Former Labor Secretary Eugene Scalia's OSHA made coronavirus guidelines largely elective for employers, leaving the implementation of many measures to the discretion of companies and declining to take a more assertive role in penalizing violations.

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An estimated 82,695 meatpacking, food processing and farm workers have tested positive for Covid-19. More than 360 have died.

The response: Unions and worker advocates praised Biden's move. "This order is a critical first step to a comprehensive plan that will keep us safe on the job," AFL-CIO President Richard Trumka said in a statement. Jessica Martinez, co-executive director of the National Council for Occupational Safety and Health, said it "should move OSHA to rapidly issue a temporary emergency standard requiring all employers to have a plan for preventing the spread of COVID-19 and other infectious diseases, with full worker involvement."

What happens next: Because OSHA has already been collecting data on the topic, Bruno said, "they're not starting from scratch." That means regulators may produce something sooner than the March 15 deadline.

To view online click here.

The 17 things Joe Biden did on Day 1(back)

By Alice Miranda Ollstein, Arjun Kakkar and Beatrice Jin

Joe Biden signed more than a dozen executive orders in his first hours as president on Wednesday, the first salvos in a coming legislative and regulatory crusade to erase Donald Trump's legacy from federal law and advance his own agenda.

While many of Biden's first policy moves are expected reversals of Trump policies, others go further, and his team has signaled that many more actions will be announced in the days ahead. Together, they lay out what the top priorities of his administration will be: ending a pandemic that has killed more than 400,000 Americans, rescuing an economy battered by Covid-19 and taking steps Democrats have long demanded on immigration, the environment and racial justice.

Yet Biden has also stressed repeatedly that he would rather work with both parties in Congress to accomplish his policy goals rather than act unilaterally, and he has so far avoided many of the steps progressive groups and lawmakers want him to take, including canceling student debt and overriding the patents of drugs developed with public funds.

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Trump team tries to milk the politics of food boxes to its final days(back)

By Helena Bottemiller Evich and Sabrina Rodriguez

Just before her father was impeached for the second time Wednesday, Ivanka Trump was on a Zoom call with Christian leaders to promote government food aid.

It was her first known public event since a violent mob overtook the U.S. Capitol a week earlier, but the first daughter and top adviser to President Donald Trump steered clear of the insurrection and impeachment. Instead, she talked about the power of distributing boxes with fresh food to people in need during the coronavirus pandemic — and got showered with praise from religious leaders.

The first daughter for months has been touting the USDA's Farmers to Families Food Box Programthrough events, social media posts and photo ops, contributing to speculation that she's looking to launch her own political career in Florida, her father's soon-to-be home and one that Trump won in both 2016 and 2020. She's been quick to claim credit for the food aid program, which she's said she helped launch last spring, at the urging of her father, to help connect surplus crops with people in need.

The flurry of self-promotion, following other efforts by Trump administration officials toleverage the food program for alleged political gain, has triggered mounting complaints from anti-hunger advocates who are concerned the $6 billion aid program is being brazenly leveraged for political purposes.

"Food assistance shouldn't be politicized and it's now being used as a tool to soften Ivanka's image," said one advocate, who argued that nutrition assistance should remain nonpartisan. The Biden transition team is reviewing the program, which has funding through the spring.

The political positioning has particularly irked policy advocates because the Trump administration has overseen historic increases in hunger and food insecurity, especially among children and Black and Hispanic households, as the pandemic devastated the economy. The administration has repeatedly faced pressure to make it easier for kids from low-income households to access free meals this school year. Billions in nutrition aid that Congress approved in September has also not yet gone out the door, stuck in a bureaucratic morass at USDA, as POLITICO reported last month.

The Trump team has already been smacked down for inappropriately or even illegally exploiting taxpayer-funded food boxes for political benefit. In October, the U.S. Office of Special Counsel concluded that Agriculture Secretary Sonny Perdue

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violated the Hatch Act at a food box event in August for inappropriately engaging in political activity in his official capacity and at government expense — all to help boost Trump in North Carolina, a key swing state, in the runup to the election. The ethics watchdog agency ordered Perdue to reimburse taxpayers for the cost of the event.

Around the same time, the Trump administration began requiring that all food boxes include a letter from Trump, in both English and Spanish, that took credit for the program and touted the administration's response to coronavirus. The move was sharply criticized as politicizing food aid just weeks before the election, and cost food banks and nonprofits untold hours of extra work during a crisis, but USDA officials denied the move was political or improper.

"Politics has played zero role in the Farmers to Families food box program," the Agriculture Department said at the time. "It is purely about helping farmers and distributors get food to Americans in need during this unprecedented time."

Ivanka Trump's virtual confab last Wednesday — billed as a celebration — was her third food box event in the past month. It included staunch Trump supporters, such as Paula White, a longtime spiritual counselor to Donald Trump as well as Dave Donaldson, co-founder and chair of CityServe, a nonpartisan organization that connects local churches with resources.

White and Donaldson showered Ivanka Trump and her family with praise. "What they've done, I think, history will record beyond what we could ever recognize," White said.

"I think God's giving her a standing ovation. You're a modern day Joseph. You're feeding the nation," Donaldson said.

The first daughter credited the president for coming up with the idea for the program and asking her to help make it happen following widespread media coverage early in the pandemic of farmers being forced to destroy millions of pounds of fresh food they could no longer sell as restaurants, cruise ships and hotels shut down. The USDA has long purchased commodities to help farmers, but historically the government hasn't bought much fresh produce, which is highly perishable.

"You start with food and you move from there to impacting people's lives in other sustainable long-term ways," Trump said on the Zoom call.

The day before the insurrection, Ivanka took to Instagram to tout that the program had served 3.3 billion meals to families in need during the pandemic. It was her sixth Instagram post about the boxes since early December.

The White House dismissed the idea that the first daughter's work on the program was political in nature, given her involvement in launching the initiative. "Feeding our nation's hungry is not a partisan issue," a White House official said. "Any insinuation that Ivanka's work on this topic is premised on anything more than wanting to feed those in need is shameful."

Ivanka and her husband, fellow presidential adviser Jared Kushner, have long sought to balance their power within the White House with their concern for their own personal reputations, quick to shrink away from the spotlight whenever the administration's actions become too unpopular or politically toxic.

The USDA's food box program has become an outlet for public relations wins during a period of sinking approval ratings for Trump himself and national discord over the Capitol riot and Trump's attempt to overturn the election results.

In December, Ivanka Trump took part in two food box distribution events, with a rash of photographers on hand. The first was at a church in Woodbridge, Va., which was featured in an official White House video that was cross-posted to Ivanka's Instagram account. Her account has 7.6 million followers — the most of any Trump family member, save for the president who has since been suspended from the platform along with Facebook.

A few days before Christmas, Ivanka Trump headlined a food box distribution event at a large church in Miami — a move that only intensified speculation she's positioning herself for a possible Senate run there. The event, covered by local news and international tabloids alike, followed reports that she and Kushner had purchased a $31.8 million plot of land on an exclusive island in the Miami area known as "Billionaire's Bunker."

During the event, Ivanka Trump called her father and put him on speakerphone so he could speak to the crowd for several minutes.

As the first daughter stood in front of boxes of food, ostensibly purchased with taxpayer dollars, she held up her iPhone as Trump spouted false claims about election fraud while she nodded in approval. "It was a rigged election! We're fighting it," the president said, as supporters clapped and one shouted "four more years!"

"We are fighting very, very hard," President Trump added.

While President Trump falsely claimed for months that the election was illegitimate, even though courts have unanimously thrown out such claims, Ivanka Trump herself has avoided making these allegations.

Some anti-hunger advocates said they weren't sure whether the first daughter was misusing the nutrition assistance program for her own benefit, though they found the spectacle unnerving.

"If anyone were to use a mismanaged federal food distribution program for hungry Americans primarily as a way to gain more personal fame and/or to advance their quest for elective office, they should be ashamed of themselves," said Joel

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Berg, CEO of Hunger Free America, a New York City-based nonprofit. “Doing so could also be potentially illegal — a violation of the Hatch Act.”

The food boxes that were handed out at the December event in Miami were produced by Oakes Farms, a large South Florida fruit and vegetable company owned by Alfie Oakes, a vocal Trump supporter. The company was awarded nearly $70 million in contracts as part of the USDA’s program. (The company was also reportedly awarded a multi-year $46.8 million Defense Department contract in 2018.)

Oakes, for his part, reportedly funded a bus trip from Southwest Florida to take 100 people to the pro-Trump rally that marched to the Capitol last Wednesday, the same event that ended up fueling a violent takeover of the building, leaving five dead, including a Capitol Police officer who was beaten and an Air Force veteran who was shot trying to illegally enter the House speaker’s lobby outside the floor of the House of Representatives.

“It was one of the best times of my life,” said Oakes, on a recent podcast, noting that the vast majority of people at the rally were protesting peacefully. During the interview, Oakes said he did not enter the Capitol building. On the company’s Facebook page, he wrote that he believed the entire incident was “a total set up to make President Trump and his supporters look bad.”

To view online click here.

'Wartime effort': Biden signs orders to fight the pandemic (back)

By Alice Miranda Ollstein

President Joe Biden signed 10 more executive orders on Thursday, invoking the Defense Production Act in a "wartime undertaking" to boost production of vaccine supplies while also requiring travelers to the U.S. to get a test before flying.

After assailing Donald Trump's coronavirus response as a candidate and throughout the transition, Biden laid out in more detail what he'll do differently as cases and hospitalizations continue to rise, with the U.S. death toll expected to reach half a million people within weeks. Biden said that the worst of the pandemic is yet to come and that it will take time for progress to be measurable.

Biden's plan aims to speed up vaccinations and testing and better protect workers. It also directs the Education and Health and Human Services departments to get schools guidance and resources they need to reopen safely. Further, it will reimburse states for the use of the National Guard in Covid-19 relief efforts, he said.

He also said Thursday that his administration directed FEMA to have a Covid-19 liaison to help "maximize cooperation between the federal government and the states."

"We're in a national emergency. It's time we treat it like one," Biden said. "This is a wartime undertaking."

"The brutal truth," Biden said, is that it will take "months" for a majority of Americans to be vaccinated. He has pledged 100 million vaccine shots in his first 100 days. Biden was testy when a reporter asked Biden if 100 million was high enough.

"When I announced it, you all said it's not possible, Biden said. "C'mon, give me a break, man."

“For almost a year now, Americans could not look to the federal government for any strategy, let alone a comprehensive approach, to respond to Covid, and we’ve seen the tragic costs of that failure,” Jeff Zients, Biden’s coronavirus coordinator, told reporters on a Wednesday night call, adding that Biden’s plan will “fundamentally change course of pandemic” and “get us back to our lives and loved ones.”

This next wave of executive actions comes after Biden, hours after being sworn in, signed an order requiring face coverings and social distancing on federal property and canceled the Trump administration’s attempt to withdraw the U.S. from the World Health Organization. But while many of the latest moves flex the executive branch's power, several depend on cooperation from Congress or governors.

“We do need Congress to act and act quickly,” Zients said, calling for passage of the $1.9 trillion Covid relief bill Biden unveiled last week. “We will only overcome this pandemic together. It’s the only way out of the darkness.”

The order invoking the Defense Production Act is to increase the supply of all the materials needed to get the vaccines into arms and ramp up testing. The order covers N95 masks and other protective gear, testing machines, rapid test kits and syringes capable of maximizing the amount of Covid vaccine that can be extracted from vials.

Tim Manning, a former FEMA official who will be Biden’s Covid-19 supply coordinator, said he sees the DPA as just one of many tools the new administration can use going forward.

“We’ll do whatever we need to do to ensure that we have an adequate supply of vaccine,” he said.

Biden also ordered the creation of a pandemic testing board, modeled on President Franklin Roosevelt’s War Production Board, that will be tasked with expanding testing capacity, particularly in schools. Officials said Biden will also "clarify" health

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insurance companies' obligation to cover Covid-19 testing, a sign the new administration may reverse a policy that has allowed insurers to refuse to cover testing of asymptomatic individuals for public health surveillance or back-to-work programs.

Other executive actions will create a public dashboard with real-time national and state-level data on cases, testing, vaccinations and hospital admissions, and impose a mask-wearing mandate on airplanes and other forms of interstate transportation. The administration also will deploy FEMA to set up 100 community vaccination sites in the next 30 days.

Biden restored full federal funding for the National Guard's pandemic work — reversing a Trump administration decision last summer to cut most states' funding by 25 percent. The same order will also approve more FEMA funding to help states reopen schools — reimbursing states for items like masks for teachers — and make more FEMA resources available to Native American tribes.

On workplace issues, another Biden order aims to strengthen enforcement against employers who put their workers at risk of contracting Covid-19, directing the Occupational Safety and Health Administration to put out stronger guidance around virus prevention measures and go after "the worst violators." But while labor groups have pressed Biden for months to order OSHA to create an temporary emergency standard for workplaces during the pandemic, the order will only instruct the agency to determine whether or not such a move is necessary.

As more states report having to cancel vaccine appointments due toshortages and uncertaintyabout future shipments, Biden's team has also not yet indicated how it plans to allocate vaccines going forward. Zients indicated the administration would not maintain the Trump administration's recently implemented policy to distribute vaccines to states based on how fast they administered them — penalizing states that are slower — but also wouldn't commit to return to the original system of allocating shots based on each state's total population.

"We are not looking to pit one state against another. Our system will have equity as the guiding principle," he said. "We do not envision punishing states."

Zients also said repeatedly that due to obstruction and poor information sharing during the transition, he and other Biden officials are only just now getting a full picture of how much vaccine supply the government has on hand, how much they've already promised to send and to where, and when they can expect more.

"The cooperation, or lack of cooperation from the Trump administration has been an impediment," he said. "We don't have the visibility we would hope to have into supply and allocation."

Biden's Covid response team members also made clear that they're concerned about reports of stark racial disparities in who is getting the first vaccines — and plan to take steps to make sure people of color don't get left behind. While one of the new orders creates a Covid-19 Health Equity Task Force to advise the team on these issues, many of the administration's other proposals to expand the availability of testing, treatment, and vaccines require Congress to approve tens of billions of dollars in new funding.

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TOP NEWS

'Wartime effort': Biden signs orders to fight the pandemic

By Alice Miranda Ollstein

Topping Biden's list is an order invoking the Defense Production Act to increase the supply of vaccine-related materials and to ramp up testing.

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'Wartime effort': Biden signs orders to fight the pandemic(back)

By Alice Miranda Ollstein

President Joe Biden signed 10 more executive orders on Thursday,invoking the Defense Production Act in a "wartime undertaking" to boost production of vaccine supplies while also requiring travelers to the U.S. to get a test before flying.

After assailing Donald Trump's coronavirus response as a candidateand throughout the transition, Biden laid out in more detail what he'll do differently as cases and hospitalizations continue to rise, with the U.S. death toll expected to reach half a million people within weeks. Biden said that the worst of the pandemic is yet to come and that it will take time for progress to be measurable.

Biden's plan aims to speed up vaccinations and testing and better protect workers. It also directs the Education and Health and Human Services departments to get schools guidance and resources they need to reopen safely. Further, it will reimburse states for the use of the National Guard in Covid-19 relief efforts, he said.

He also said Thursday that his administration directed FEMA to have a Covid-19 liaison to help "maximize cooperation between the federal government and the states."

"We're in a national emergency. It's time we treat it like one," Biden said. "This is a wartime undertaking."

"The brutal truth," Biden said, is that it will take "months" for a majority of Americans to be vaccinated. He has pledged 100 million vaccine shots in his first 100 days. Biden was testy when a reporter asked Biden if 100 million was high enough.

"When I announced it, you all said it's not possible, Biden said. "C'mon, give me a break, man."

"For almost a year now, Americans could not look to the federal government for any strategy, let alone a comprehensive approach, to respond to Covid, and we've seen the tragic costs of that failure," Jeff Zients, Biden's coronavirus coordinator, told reporters on a Wednesday night call, adding that Biden's plan will "fundamentally change course of pandemic" and "get us back to our lives and loved ones."

This next wave of executive actions comes after Biden, hours after being sworn in, signed an order requiring face coverings and social distancing on federal property and canceled the Trump administration's attempt to withdraw the U.S. from the World Health Organization. But while many of the latest moves flex the executive branch's power, several depend on cooperation from Congress or governors.

"We do need Congress to act and act quickly," Zients said, calling for passage of the $1.9 trillion Covid relief bill Biden unveiled last week. "We will only overcome this pandemic together. It's the only way out of the darkness."

The order invoking the Defense Production Act is to increase the supply of all the materials needed to get the vaccines into

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arms and ramp up testing. The order covers N95 masks and other protective gear, testing machines, rapid test kits and syringes capable of maximizing the amount of Covid vaccine that can be extracted from vials.

Tim Manning, a former FEMA official who will be Biden's Covid-19 supply coordinator, said he sees the DPA as just one of many tools the new administration can use going forward.

"We'll do whatever we need to do to ensure that we have an adequate supply of vaccine," he said.

Biden also ordered the creation of a pandemic testing board, modeled on President Franklin Roosevelt's War Production Board, that will be tasked with expanding testing capacity, particularly in schools. Officials said Biden will also "clarify" health insurance companies' obligation to cover Covid-19 testing, a sign the new administration may reverse a policy that has allowed insurers to refuse to cover testing of asymptomatic individuals for public health surveillance or back-to-work programs.

Other executive actions will create a public dashboard with real-time national and state-level data on cases, testing, vaccinations and hospital admissions, and impose a mask-wearing mandate on airplanes and other forms of interstate transportation. The administration also will deploy FEMA to set up 100 community vaccination sites in the next 30 days.

Biden restored full federal funding for the National Guard's pandemic work — reversing a Trump administration decision last summer to cut most states' funding by 25 percent. The same order will also approve more FEMA funding to help states reopen schools — reimbursing states for items like masks for teachers — and make more FEMA resources available to Native American tribes.

On workplace issues, another Biden order aims to strengthen enforcement against employers who put their workers at risk of contracting Covid-19, directing the Occupational Safety and Health Administration to put out stronger guidance around virus prevention measures and go after "the worst violators." But while labor groups have pressed Biden for months to order OSHA to create an temporary emergency standard for workplaces during the pandemic, the order will only instruct the agency to determine whether or not such a move is necessary.

As more states report having to cancel vaccine appointments due to shortages and uncertainty about future shipments, Biden's team has also not yet indicated how it plans to allocate vaccines going forward. Zients indicated the administration would not maintain the Trump administration's recently implemented policy to distribute vaccines to states based on how fast they administered them — penalizing states that are slower — but also wouldn't commit to return to the original system of allocating shots based on each state's total population.

"We are not looking to pit one state against another. Our system will have equity as the guiding principle," he said. "We do not envision punishing states."

Zients also said repeatedly that due to obstruction and poor information sharing during the transition, he and other Biden officials are only just now getting a full picture of how much vaccine supply the government has on hand, how much they've already promised to send and to where, and when they can expect more.

"The cooperation, or lack of cooperation from the Trump administration has been an impediment," he said. "We don't have the visibility we would hope to have into supply and allocation."

Biden's Covid response team members also made clear that they're concerned about reports of stark racial disparities in who is getting the first vaccines — and plan to take steps to make sure people of color don't get left behind. While one of the new orders creates a Covid-19 Health Equity Task Force to advise the team on these issues, many of the administration's other proposals to expand the availability of testing, treatment, and vaccines require Congress to approve tens of billions of dollars in new funding.

To view online click here.

Transition 2021: Post-hearing, Buttigieg nixes gas tax increase (back)

By Sam Mintz

DOT Secretary-designate Pete Buttigieg does not support increasing the federal gas tax, a spokesperson said Thursday, backpedaling after Buttigieg said at his confirmation hearing that "all options" were on the table for funding infrastructure under the Biden administration.

A "variety of options need to be on the table to ensure we can invest in our highways and create jobs, but increasing the gas tax is not among them," the Buttigieg spokesperson said, which was first reported by journalist Adam Wren on Twitter. POLITICO confirmed the accuracy of the spokesperson's quote.

But in his confirmation hearing Thursday, Buttigieg had said that "all options" needed to be on the table for funding infrastructure.

"In the near team, we need a solution that can provide some predictability and sustainability. In the long term, we need to

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bear in mind also that as vehicles become more efficient, and as we pursue electrification, sooner or later there will be questions about whether the gas tax can be effective at all," Buttigieg said.

He also noted that in the past, Congress had addressed the infrastructure funding shortfall with deficit spending but noted, “I don’t know whether Congress would want to continue doing that.”

The context: Many infrastructure advocacy groups, like the U.S. Chamber of Commerce and trade groups representing road builders and state transportation departments, have called for an increase in the federal gas tax.

It's also central to plans by some Democrats on the Hill, like Peter DeFazio (D-Ore.), House Transportation and Infrastructure chair, who has called for increasing and indexing the tax.

Transportation policy experts believe that eventually a shift will need to be made to paying for infrastructure using a vehicle miles traveled fee, but Congress has proven it's not ready to act on that, and related major technological and policy challenges remain unsolved.

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Transition 2021: Biden taps Slaughter for acting FTC chair (back)

By Leah Nylen

President Joe Biden named Rebecca Kelly Slaughter as acting chair of the Federal Trade Commission on Thursday, a sign he may select another candidate as the permanent head of the agency.

Slaughter, an FTC commissioner since May 2018, will immediately take over the acting role, even though Democrats will be outnumbered 3-2 until Joe Simons, who helmed the agency under President Donald Trump, steps down on Jan. 29.

Slaughter’s resume: Before joining the FTC, Slaughter served as chief counsel to incoming Senate Majority Leader Chuck Schumer, with a focus on antitrust, telecom and consumer protection issues.

As a commissioner, Slaughter has broken away from her Republican colleagues to oppose settlements allowing several major pharmaceutical mergers to move forward. She has also advocated for using the FTC’s authority to enforce antitrust and consumer protection laws to oppose racism by strategically challenging mergers and practices that disproportionately harm Black Americans or other minorities.

What’s next: Biden will get to nominate two Democrats to the agency, which has faced criticism for doing too little to challenge major tech platforms on antitrust and privacy issues. One of the individuals will replace Simons for a term that lasts until September 2024. The other will replace Democratic Commissioner Rohit Chopra, whom Biden plans to nominate as head of the Consumer Financial Protection Bureau.

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USDA names several deputy undersecretaries (back)

By Helena Bottemiller Evich

The Agriculture Department on Thursday named three senior leaders to deputy undersecretary roles.

Naming leaders to serve in the No. 2 spot in each mission area assures they can get to work quickly. These positions do not require Senate confirmation.

The three leaders named are:

Justin Maxson, deputy undersecretary for rural development

Maxson was most recently CEO of the Mary Reynolds Babcock Foundation, which works to “alleviate poverty and increase social and economic justice” in Southern states. Before that, Maxson spent more than a decade as president of the Mountain Association for Community Economic Development.

Maxson also served on the Kentucky Climate Action Planning Committee and the planning committee for Shaping Our Appalachian Region.

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Mae Wu, deputy undersecretary for marketing and regulatory programs

Wu most recently served as senior director at the Natural Resource Defense Council, where she helped lead work on health and food. Wu has been involved with issues involving chemicals and food and water, including working to update the Total Coliform Rule, which sets standards for bacterial contamination in drinking water.

She's pushed for removing antimicrobials from soap, as well as curbing their use in raising livestock. She also served on the Environmental Protection Agency's Pesticide Program Dialogue Committee and its National Drinking Water Advisory Council.

Stacy Dean, deputy undersecretary for food, nutrition and consumer services

As POLITICO reported earlier this week, Dean is a well-known nutrition policy expert who haslong advocated for a stronger safety net. She has focused on the Supplemental Nutrition Assistance Program and other food aid. Before joining the Center on Budget and Policy Priorities in 1997, Dean served as a budget analyst in the Office of Management and Budget.

"We are honored to have professionals of the caliber of Stacy, Justin and Mae join our team—three experts with depth of knowledge, experience and respect from peers and colleagues across nutrition, economic development, and food and environmental security," said Katharine Ferguson, who was named Wednesday as chief of staff in the Office of the Secretary. "Their talents will help us end the pandemic's grip on our economy, address the urgency of hunger and climate change, and maintain the safety and security of our food."

Matt Herrick, communications director

Herrick, who hasn't yet officially been announced, will again take the helm of USDA's communications operation. Herrick most recently served as senior vice president for public affairs and communications at the International Dairy Foods Association.

Before that, he was managing director of communications at the Rockefeller Foundation and senior vice president at Story Partners, a public affairs firm in Washington. He previously served in the Obama administration as press director and spokesperson at USAID and then as communications director at USDA.

To view online click here.

Appeals court stays last-minute refinery exemptions to RFS mandates (back)

By Eric Wolff

The D.C. Circuit Court of Appeals on Thursday temporarily stayed three refinery exemptions from Renewable Fuel Standard requirements that the EPA granted Tuesday night.

The details: The court provided little detail on its decision to freeze the exemptions from 2018 and 2019 blending requirements while it considered the matter more fully. It gave EPA until Feb. 3 to provide an explanation of its action.

President Joe Biden's EPA will likely take a narrower view on the use of exemptions than Donald Trump's EPA did. On the campaign trail, Biden criticized Trump for expanding the number of exemptions and promised a more limited view.

The Renewable Fuels Association submitted an emergency request to the court asking for a temporary halt to the exemptions.

"Petitioner seeks a stay of EPA's action because EPA's SRE decision will inflict substantial, immediate and irreversible harm on petitioner's members," the filing said.

Context: The Supreme Court decided earlier this month it would review a 10th Circuit Court of Appeals decision from last year that said a refiner must have received exemptions continuously since the program began in 2011 in order to be eligible for future exemptions.

The 10th Circuit decision and a concurrent D.C. Circuit case still pending raised questions about whether the Trump administration's broad use of the waivers was legal.

The EPA generally kept itself out of the legal argument, neither joining in the request for an en banc rehearing nor in the request for Supreme Court review.

To view online click here.

America's rural crisis triggers calls for Biden to name rural czar (back)

By Liz Crampton

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The incoming Biden administration is facing growing pressure to appoint a rural envoy within the White House to oversee a national strategy to uplift rural communities facing severe health and economic challenges.

Members of Congress and advocates are making the case that the problems plaguing rural regions exacerbated by the pandemic run so deep that a coordinated federal response is critical — a move they argue would speed up the nation's economic recovery and boost Biden's popularity among voters in red states. The envoy would work closely with the executive branch, especially the Department of Agriculture, which has offices in nearly every county in the U.S.

"I certainly think there has to be a big emphasis on developing rural America," former Democratic Kentucky Gov. Steve Beshear told POLITICO. "It has to come from the White House."

"It is past time that the rural areas of this country be targeted for not only economic development, but for health care, for broadband access, for all of the things that will lift this whole country up," he added.

Democratic lawmakers say that embarking on a rural strategy is an immediate way for President Joe Biden to draw a contrast with former President Donald Trump, whose leadership they argue failed rural Americans, most clearly with the pandemic that has disproportionately impacted rural areas. Biden's platform lays out many ambitious goals for rural regions, such as having the agriculture industry play a key part in fighting climate change, which his advisers believe translates into paying farmers for improving the environment as well as generating more "green" jobs.

"The COVID-19 pandemic is shining a big spotlight on the need for major investment in our rural communities," said Sen. Ron Wyden, an Oregon Democrat, in a statement provided to POLITICO.

"After years of attempting to make these investments, what I know is this: the organization of government often makes it difficult to facilitate real on-the-ground success. A concept like a Rural Envoy at the White House who has real power to coordinate between agencies and make sure that each agency's work supports another agency's work in rural America would be an improvement," Wyden said.

The Agriculture Department is expected to be the first response to many of these problems, given the department's sprawling mission that touches nearly every corner of rural America, from funding affordable housing to building rural hospitals to deploying broadband access to combating climate change.

But the rural development branch of USDA has long been neglected by both Republican and Democratic administrations, as it's been consistently underfunded and understaffed. Advocates say that an early order of business for Tom Vilsack, Biden's pick to lead USDA, should be restoring morale among rural development career staff by elevating the public profile of the agency's work.

"There has got to be definitive investments that are innovative or this administration will have no future in a rural vote," said Charles Fluharty, founder of the Rural Policy Research Institute, which studies demographic trends and policy impacts on rural communities.

By nearly every measure, rural America is struggling. Most rural counties never fully recovered from the 2008 recession, only to be knocked backwards by the pandemic that has left countless Americans living in rural areas experiencing food insecurity, high unemployment and in need of affordable, reliable housing . An urgent issue for the Biden administration will be easing some pressure on rural health care systems strained by the influx of Covid-19 patients as the virus spread intensifies.

"There's bright spots across the U.S., but on a whole, aggregate rural America has had a hard time with the 21st Century shifts in the economy," said Anthony Pipa, a senior fellow in the Center for Sustainable Development at the Brookings Institution and co-author of a paper detailing how the Biden administration should approach rural challenges.

"There's no reason to expect that will change without some sort of targeted policy," he said.

Vilsack's ability to hit the ground running once confirmed by the Senate — ultimately why Biden selected him — means expectations will be high for him to quickly deliver on policy.

Vilsack's allies say his record proves he's ready to confront the litany of problems rural Americans are dealing with and believe he will make rural development top priority when he takes the helm of USDA. In an interview this week with the Storm Lake Times, Vilsack cited rural economic development among many priority areas "that need significant work or even historic work."

The Biden team has also tapped Katharine Ferguson to serve as Vilsack's chief of staff a sign that rural development issues could get special attention given Ferguson's experience in that realm.

While leading the Agriculture Department for eight years under Obama, Vilsack's signature rural development action was launching the "Strikeforce" initiative intended to leverage resources in counties experiencing persistent poverty rates by partnering with local organizations. It started as a pilot project in three states and expanded to 16, and its work involved providing technical assistance to develop a cooperative business in the Georgia goat industry and developing a sustainable food system to address food deserts in Arkansas.

"[Vilsack] supported a much more comprehensive approach to rural communities' economic development," said Doug

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O'Brien, the former acting undersecretary for Rural Development under Vilsack. "He understood that manufacturing, information technology, the service sector, were all critical to rural, next to agriculture."

Yet some experts believe that scaling up USDA's rural development programs would not be enough and are also encouraging the administration to adopt a comprehensive rural blueprint that spans multiple agencies instead of placing responsibility solely on USDA. That's why some Biden allies are pushing hard for an official rural position close to the president, along with the reestablishment of the White House rural task force, which Trump disbanded in 2017.

"There must be policy infrastructure that reinforces and demands some outcome beyond 'did you spend the damn money,'" Fluharty said. One idea that's long had support among academic circles is to funnel federal dollars into densely populated areas within rural regions — so called cluster-based development.

Rural places are at a "funding disadvantage," he said, and suggested that a federal strategy should target rural areas with a designated population size like the Department of Housing and Urban Development does with cities by making multiyear investments to stimulate capital planning and strategic investment.

Rural advocates are encouraged by an apparent growing realization among the public that rural communities are actually quite diverse, both racially and economically. That shift in thinking could translate into more effective policy, says Matt Dunne, founder and executive director of the Center on Rural Innovation, a Vermont-based nonprofit aimed at promoting digital economies in rural communities.

"It's going to be a long-term shift in the narrative around rural," he said. "But it's starting. Rural America is not white America and rural economics are not completely dependent on agriculture. In fact, as agriculture automates, the number of jobs associated with agriculture is likely to go down as farms are more and more efficient. That's not a bad thing but we need to recognize it."

To view online click here.

Democrats weigh their stimulus options: Go big or go fast(back)

By Heather Caygle, Sarah Ferris and Caitlin Emma

A new era has dawned in Washington, but the divide over pandemic relief on Capitol Hill is strong as ever. Even Democrats aren't sure of their next steps.

With the party's full takeover of Washington complete, top lawmakers are eager to quickly deliver a new aid package as the virus' toll worsens by the day. That's about where the agreement ends.

Though President Joe Biden rolled out a $1.9 trillion relief proposal last week, big questions have yet to be settled in the Capitol, including what exactly Speaker Nancy Pelosi and Senate Majority Leader Chuck Schumer will put forward, if Republicans will participate in negotiations or even when Congress will act. What Biden, Pelosi and Schumer decide — and how much GOP cooperation they get — will do much to shape the direction of Democrats' first opportunity to govern in a decade.

"I can't imagine a president coming under, coming in under more difficult circumstances," Rep. Andy Kim (D-N.J.) told reporters just after the inauguration ceremony. "But I know it's not just on him, you know, we got to do our part in the Congress."

In recent days, Democrats on the Hill and incoming administration officials have been privately discussing several potential paths to bringing legislation to the floor quickly. One of the leading options is a powerful budgetary maneuver that would allow Democrats to evade a Senate filibuster and muscle their package through both chambers with virtually no support from Republicans.

But that tool — known as reconciliation — would be a divisive first move for a Biden administration insistent on bipartisanship. It's also an imperfect process: any bill would likely be limited in scope to comply with strict budget rules, and Democratic leaders would have zero room for error to secure the 51 votes for passage in the Senate.

"I feel like that's gotta be the very last resort," Rep. Raja Krishnamoorthi (D-Ill.) said in an interview Wednesday. "We've got to do everything we can to make this bipartisan."

Some House Democrats are also eyeing another possible alternative: a bipartisan bill to dole out quick cash for vaccine distribution and $1,400 stimulus checks that would cost far less than the $1.9 trillion package that Biden initially sought. That path, those Democrats argue, would address two critical areas of relief and deliver a much-needed win in the early weeks of Biden's term.

And some lawmakers in both parties are still holding out hope for a big, bipartisan bill that moves through both chambers quickly with enough Republican backing that Democrats could hold reconciliation in reserve. That would require support from at least 10 GOP senators to clear the Senate's 60-vote threshold — an uncertain outcome.

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Democrats are under pressure to move quickly, as Biden took office one day after the U.S. passed a devastating milestone of 400,000 people dead from the coronavirus and as the economy appears to stall. Lawmakers of both parties acknowledge a deadline of March 14, when the latest round of federal unemployment aid will expire.

Senior Democratic lawmakers and aides insist the lack of a final decision isn't for lack of trying. Top staffers in the House and Senate have been meeting regularly with each other and Biden administration officials to figure out a plan for the coming weeks. And Biden administration officials have already started meeting with certain lawmakers, like moderate Sen. Lisa Murkowski (R-Alaska), to walk them through the White House's relief plan.

Sen. Joe Manchin (D-W.Va.), who along with Murkowski was part of the bipartisan group of senators that helped jump-start the relief deal in December, said that coalition is setting up a broader coronavirus meeting with the administration in the coming days.

"We're going to be meeting with them probably over the weekend," Manchin told reporters Wednesday.

But Democrats also point to a perfect storm of disruptions that have upended Washington — a mob of armed insurrectionists trying to overrun the Capitol, a sudden, slightly unexpected turnover of control in the Senate and then the usual chaos that comes with any change in administrations.

In the House, the path of least resistance would be to move a smaller bill that focuses on vaccine distribution funding and stimulus checks — an idea some Democrats have said could get a vote as soon as next week and the potential for bipartisan buy-in.

"One of the things I think could really get people together is vaccine distribution … and maybe there's some additional monetary assistance," said Rep. Tom Reed (R-N.Y.), co-chair of the Problem Solvers Caucus. "Maybe there's a conversation there to be had."

But even moving a modest Covid relief bill through the Senate could be challenging given the chaotic atmosphere of the upper chamber. The Senate majority is changing hands, Biden's Cabinet must be confirmed, and Senate leaders still need to establish an agreement for running a split Senate. Then there's the looming impeachment trial for former President Donald Trump over his role in inciting the deadly riot at the Capitol, which will consume much of the Senate's time.

And without unanimous consent, it could take several days for the chamber to even take up a House-passed bill. Many Republicans are skeptical of immediately passing a new relief measure after just approving a nearly trillion-dollar Covid bill in December. Congress passed roughly $3.5 trillion worth of aid in 2020 — a record amount as the U.S. response to the crisis continued to flail.

Several Democrats privately acknowledge that reconciliation is likely their best bet to delivering relief, unless Republicans can get on board quickly.

"If there's a path to doing something bipartisan, obviously that'd be optimal. But people need help," Rep.Derek Kilmer (D-Wash.) said in an interview. "I'm talking to people every day who are really hurting. And they can't wait for more games in Washington, D.C."

Democrats are prepared to deploy reconciliation quickly if Biden's package fails to garner enough GOP support.

"I think we've got to reach out to Republicans," Senate Budget ChairBernie Sanders (I-Vt.) told reporters on Wednesday. "I hope many of them understand the crises that we're facing. But if they don't, we've got to go forward with reconciliation."

House Budget Committee Chair John Yarmuth (D-Ky.) said he could set the gears in motion for reconciliation in a matter of days, if needed. He's skeptical that Biden's full plan would earn enough Republican support to totally avoid using it.

"We're at that point where we can do whatever leadership says they want to do," he said. "We're prepared to use reconciliation for the relief package and we're saving it for the relief package because that's our number one priority, but we hope we don't have to use it."

Yarmuth said his staff has prepared for months and has closely analyzed Biden's plan for potential violations of the so-called Byrd Rule, which restricts items in reconciliation legislation to items that affect federal spending and revenues. Certain items, like proposals to raise the minimum wage and paid family leave, may not pass muster and would have to be removed.

"Everything is on the table," the Kentucky Democrat said.

Burgess Everett contributed to this report.

To view online click here.

Biden orders regulatory freeze to last-minute Trump rules(back)

By Anthony Adragna

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President Joe Biden's administration ordered a freeze on all pending agency regulations on Wednesday until the incoming administration has a chance to review them, effectively pumping the brakes on all last-minute Trump administration rules.

The move, announced by chief of staff Ron Klain in a memo, is a standard step during presidential transitions that allows new administrations to review regulatory actions to determine whether they conflict with its priorities.

The details: Klain's memo provides exceptions for certain rules that would affect "critical health, safety, environmental, financial, or national security matters, or for some other reason." It would also exclude those regulations mandated under statutory or judicial deadlines.

It calls for the immediate withdrawal of regulations submitted but not yet published in the Federal Register. The memo also instructs acting agency heads to seek to delay "for 60 days from the date of this memorandum" final rules that have been published in the Federal Register but that have not gone into effect yet.

The context: The freeze lands as the Biden administration has ordered agency heads to review 104 energy and environmental rules published by the Trump administration, including 48 from the EPA. Biden is expected to reverse course and implement stronger rules aimed at curbing emissions and combating climate change.

Former President Donald Trump issued a similar directive through his chief of staff on day one of his presidency in 2017.

To view online click here.

States' new vaccine worry: Not enough doses (back)

By Rachel Roubein and Brianna Ehley

More than a dozen states say they are starting to run out of supplies of coronavirus shots as they ramp up the pace of vaccinations, the latest hitch in a struggling nationwide inoculation effort.

New York City on Wednesday canceled at least 23,000 vaccine appointments with supplies running low for first doses. Some states, like Colorado and Oregon, are scaling back eligibility for vaccinations or rejecting new, expansive federal guidelines in an effort to ration scarce shots.

The situation represents a reversal, in some places, from the troubled beginnings of the vaccine rollout, when some states couldn't move fast enough to use up the shots sitting on their shelves.

"We have the capacity to get our populations vaccinated to move through the priorities very quickly. But the supplies have not increased; they're level right now," said Arkansas Gov. Asa Hutchinson, a Republican, in an interview. "We all fully expected our great manufacturing enterprises to accelerate the manufacturing, and we're not realizing it yet."

The supply problem is one of the first major challenges Biden administration officials will face as they try to ramp up vaccinations to at least 1 million per day. President Joe Biden has pledged to hit 100 million vaccinations in his administration's first 100 days, promising new federal resources for a vaccination effort that's largely been left to the states. The new administration, which did not immediately respond to a request for comment, has said it will invoke the Defense Production Act to help ramp up vaccine manufacturing, while it's also preparing to stand up mass vaccination sites.

State health officials say they desperately need better estimates weeks in advance on vaccine shipments from the federal government to plan everything from mass vaccination sites to smaller clinics. Instead, they've typically been informed less than a week before shipments.

"There's just no trust in the allocation system, and I think you see that at the county level, too," said Claire Hannan, the executive director of the Association of Immunization Managers.

In Michigan, hospitals have had to cancel "many" appointments in the past five weeks due to shortages of vaccine supply, according to the Michigan Health and Hospital Association.

Local health officials say some of the issue stems from the Trump administration's decision last week to encourage states to vastly expand vaccine eligibility to people 65 and over and those with high-risk medical conditions without increasing the vaccine supply. Many states followed that guidance, opening up vaccinations beyond frontline health workers and nursing home residents who received top priority in most places.

"That announcement last week put the pressure and the expectation on us that we would go down to 65," said Kris Ehresmann, a top Minnesota Health Department official who said the state expanded eligibility because of the Trump administration's announcement. But the state is limiting shots to nine vaccination sites for Minnesotans 65 and older and schoolteachers until more supply arrives.

Many states also wrongly believed they would be receiving a flood of new doses this week after Trump health officials said they would no longer hold back booster shots. But they soon learned the government's stockpile was already empty.

Nearly 36 million doses have been distributed to states, while about half of those — 16.5 million — have been administered,

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according to Centers for Disease Control and Prevention data. Federal officials have cautioned that's likely an undercount because of a dayslong reporting lag in some places.

A "steady cadence" of doses are now available to states, according to a former Trump administration official. On Thursday, when states begin ordering doses for next week, more than 50 million shots will have been made available since the first two coronavirus vaccines were authorized just over a month ago, the official said. A third vaccine from Johnson & Johnson could be authorized in the coming weeks, though the company has hit some production setbacks.

Although the nationwide pace of vaccinations has ticked up closer to the 1 million per day mark Biden must hit to reach his 100 million vaccination goal, allies have warned that progress is at risk.

Governors in private planning calls with Biden officials have stressed their supply problems. Colorado Gov. Jared Polis, a Democrat, said he told the Biden team his state could use three to five times the amount of vaccine it's now receiving.

"If we are going to reach 100 million people in 100 days, then the federal government has to pick up the pace," Polis said in a Tuesday press conference.

Colorado is among the states rejecting the new federal guidelines on vaccine eligibility, instead limiting shots to people 70 and older. Maryland this week opened vaccinations to residents 75 and older, and Vermont Gov. Phil Scott, a Republican, said his state will do the same next week and won't broaden eligibility until supply increases.

"With such a limited and unpredictable supply of vaccine coming to us, we're prioritizing those most likely to die if they contract COVID," Scott tweeted. "Over-promising is not the answer. The logical approach is to manage the supply of the vaccine we're receiving and if we're allotted more, then we'll scale up- which we hope is the case."

Oregon scrapped plans to expand vaccinations to teachers and people 65 and older after it learned the federal government's vaccine reserve had been used up. Instead, it will start vaccinating teachers next week and people 80 or older in early February. The state expects to reach all adults 65 and over within 12 weeks.

States early in the vaccination effort struggled to use up the doses they received. Those problems have started to clear up as more set up mass vaccination sites and opened up eligibility beyond the first priority groups.

Still, hospitals say they're working through complicated logistics. They're scheduling appointments without knowing far in advance how much vaccine they'll be receiving, and that's led some to cancel appointments for first shots.

"It wasn't as though there was a playbook for how to respond because of the unique nature of the pandemic, of the virus.," said Mary Mayhew, the CEO of the Florida Hospital Association, who until the fall was a top state health official.

"[It's] inevitable that you're going to have some of these bumps along the way, but the shared goal of everyone is to collaborate to support that urgent deployment of the vaccine, however that ultimately is orchestrated," she said.

To view online click here.

Transition 2021: Biden administration names acting secretary, new roster of USDA leadership(back)

By Liz Crampton

The Biden administration on Wednesday announced several leadership positions at the Agriculture Department.

Kevin Shea will serve as acting head of USDA while Tom Vilsack, President Joe Biden's pick to lead the department, awaits Senate confirmation. Shea most recently served as administrator of Animal and Plant Health Inspection Service, a position he has held since 2013.

Longtime USDA career staffer **Gregory Parham** will serve as interim deputy assistant secretary for administration. He previously worked as administrator of Animal and Plant Health Inspection Service and the deputy administrator for Marketing and Regulatory Programs, Business Services.

Robert Bonnie was named deputy chief of staff for policy and senior adviser on climate in the office of the secretary. Bonnie led the Agriculture Department's landing team and most recently served as an executive in residence at the Nicholas Institute for Environmental Policy Solutions at Duke University. He also served as undersecretary for Natural Resources and Environment and as a senior adviser to Vilsack for climate and the environment during the Obama years.

Justo Robles was named White House liaison. Robles previously worked as deputy coalitions director for Georgia on the Biden campaign.

The administration also confirmed additional leadership positions earlier reported by POLITICO, such as USDA chief of staff **Katharine Ferguson**; senior adviser on Covid-19 **Sara Bleich**; and senior adviser on nutrition **Kumar Chandran**.

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TOP NEWS

U.S. Chamber: Congress should curb president's tariff powers

By Doug Palmer

Donald Trump, more than any other president, used authority delegated by Congress under various statutes to impose tariffs on both adversaries and allies.

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U.S. Chamber: Congress should curb president's tariff powers (back)

By Doug Palmer

The U.S. Chamber of Commerce will push this year for legislation to curb the ability of the president to impose tariffs, the business group said Wednesday in a list of more than a dozen policy recommendations for Congress and President-elect Joe Biden's incoming administration.

"The Chamber will advocate for legislation to ensure that executive tariff actions under any of the existing delegated authorities in U.S. law are contingent on an affirming vote by both chambers of Congress," the group said.

Backstory: Outgoing President Donald Trump, more than any other president, used authority delegated by Congress under various statutes to impose tariffs on both adversaries and allies. Tariff collections rose from $34.6 billion in fiscal 2017, which began about four months before Trump took office, to $74.4 billion in fiscal 2020.

However, any effort to curb Biden's powers could run into opposition in Congress. Outgoing Senate Finance Chair Chuck Grassley (R-Iowa) was unable to reach agreement with other senators on tariff reform legislation and put some of the blame on incoming Chair Ron Wyden (D-Ore.).

China: But regardless of what happens in Congress, the Chamber urged Biden to rescind Trump's tariffs on steel and aluminum and negotiate a trade deal with China that would lead to removal of the tariffs that Trump imposed on more than $350 billion of Chinese goods. Biden should also work with allies to "counter the challenges posed by China's state capitalist policies," the business group said, echoing Biden's own plans.

Covid-19 goods: The first trade priority of the incoming administration should be to work with other governments to eliminate tariffs and other barriers to trade in medical goods that could be used to fight the Covid-19 pandemic, the chamber said.

The Trump administration declined to pursue such an initiative, preferring to keep tariffs in place in the hope that would encourage more domestic production of those goods. However, USTR did temporarily exempt a long list of Chinese medical and related goods from the tariffs Trump imposed on Beijing, and recently extended those through the end of March.

Trade deals: The business group did not call for immediate renewal of presidential Trade Promotion Authority, which expires July 1, in a reflection of Biden's plans to put new trade agreements on the back burner for now.

But the Chamber said it does support TPA's renewal in "due course." It also urged Biden to complete trade talks with the U.K. and Kenya that are already underway and to explore how to best reengage with countries that are part of the revised Trans-Pacific Partnership agreement that Trump abandoned on his third day in office.

World Trade Organization reform: The business group said it would "defend" continued U.S. membership in the WTO, which Trump often criticized as unfair to the United States. It called for reforms "to make it more nimble as a negotiating

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forum" and to fix long-standing U.S. concerns about the appellate body, which Trump incapacitated by not appointing U.S. judges.

To view online click here.

DHS bans all cotton, tomato products from Xinjiang over forced labor conditions(back)

By Gavin Bade

The Department of Homeland Security said Wednesday that it would block imports of all cotton and tomato products from the Xinjiang region of China over findings the products are commonly made with forced labor of Uighur Muslims.

Strongest ban yet: The ban, expected for months, is the strongest action yet from the Trump administration, which has so far banned items by dozens of firms in the northwestern Chinese region but had not issued a blockade on entire types of products.

The aim is to punish Beijing for widespread human rights abuses in Xinjiang, where the ruling Communist Party has interned more than a million Uighurs. It's a pressure campaign the incoming Biden administration is expected to continue.

Details: Customs and Border Protection will issue a Withhold Release Order that empowers the agency to destroy or detain imports that contain cotton or tomatoes from the region. It would cover products such as T-shirts, bulk fiber, tomatoes, paste and other foods containing the fruit.

The region produces 85 percent of China's cotton, much of which is exported to other countries for processing. Human rights groups estimate that one in five cotton garments around the globe contain cotton from Xinjiang.

Apparel industry concerns: U.S. apparel groups have said they are struggling to comply with a regionwide ban on cotton because they may not be able to separate fibers from Xinjiang produced with forced labor.

But DHS officials said they hope suppliers will simply extract their supply chains from the region altogether, as Xinjiang products processed in other nations will still be subject to the ban.

"This regional WRO sends a clear message to producers in Xinjiang and importers who may be thinking of sourcing from that region," Ken Cuccinelli, DHS acting secretary, told reporters on a call Wednesday. "DHS will not tolerate forced labor of any kind in U.S. supply chains."

Cotton impact biggest: The effect on imports of cotton is expected to be larger than for tomatoes. DHS officials said the U.S. imported $10 million worth of tomato products from China per year, but cotton and apparel imports account for much more, about $9 billion.

CBP officials told reporters that many products from the region are already covered by previous WROs, particularly one issued in November targeting the Xinjiang Production and Construction Corp., a paramilitary firm responsible for much of the region's industrial output.

But since then, CBP has uncovered more evidence that it says justifies a regionwide ban, including widespread intimidation, debt bondage, wage withholding and restriction of movement.

Congress pushing broader ban: The move from DHS follows pressure from labor, human rights groups and members of Congress to halt imports from Xinjiang.

The House nearly unanimously passed in September even stronger legislation than the new DHS ban: the Uighur Forced Labor Prevention Act, H.R. 6210 (116), would require companies to provide "clear and convincing evidence" that any products imported or sourced from Xinjiang are not made with forced labor.

The Senate has so far declined to take up the legislation amid a concerted lobbying campaign by apparel and technology companies, which object to the blanket ban from the region. It's still unclear whether the legislation, which boasts support from both parties, will have a better chance after Democrats take control of the Senate.

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FDA fights for independence in Trump administration's final days(back)

By Sarah Owermohle and Adam Cancryn

The Department of Health and Human Services is rushing to enact major policy changes at the Food and Drug Administration without the agency's input — the latest example of Trump political appointees exerting control over scientific decisions.

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FDA was blindsided Monday when HHS Secretary Alex Azar approved rules designed to reduce scrutiny of drugs and medical devices before they reach market, four senior FDA officials and a person familiar with discussions said. Now the agency is trying to stop HHS from jamming through an industry-backed plan to effectively strip FDA oversight of genetically modified animals.

Tensions have grown between HHS and FDA for months, highlighted by a series of bitter feuds over drug and vaccine authorizations central to the Covid-19 response.

The flurry of changes imposed by HHS this week — which implement industry requests for less oversight — has left FDA officials angry and confused, and bracing for more surprise directives before Jan. 20, said seven current and former officials and people familiar with the situation. Agency leaders fear the HHS intrusion is eroding the FDA's authority and distracting from its pandemic response — even as the health department struggles with a slow and uneven coronavirus vaccine rollout and FDA is consumed by a slew of Covid-19 drug, vaccine and equipment reviews.

"We are in the middle of a pandemic, we need to get vaccines in people's arms, they are not doing a good job at it. Why are they distracting everyone?" said one person with knowledge of the situation.

FDA is digging in its heels, despite having little recourse against Azar because the secretary last fall decreed that all agency rules needed his sign-off, virtually ending independent rule-making at FDA.

On Monday evening, FDA Commissioner Stephen Hahn told HHS that he would refuse to sign a memorandum of understanding transferring regulatory power over gene-edited animals to the Agriculture Department, amid concerns about its legality and the potential health repercussions of relaxing oversight of certain genetically altered products.

"This is a full frontal assault on public health," said a person familiar with Hahn's thinking.

An HHS spokesperson said deliberations over the regulation of gene-edited animals are still ongoing, and involve the White House and USDA in addition to the two health agencies. One senior administration official told POLITICO that the White House was primarily behind the sudden push for approval.

"The pressure to get this MoU done is being driven by the White House," the official said.

The White House and USDA did not respond to requests for comment.

HHS separately said that it notified senior FDA officials before announcing the drug and device policies. "HHS is furthering our commitment to transparency by requiring the publication of key information on drug approval timelines, which can help hold us accountable to congressional requirements as well as to the American people," HHS Chief of Staff Brian Harrison said in a statement.

In a statement, Hahn said the agency "has maintained its commitment to protecting the public health based upon good science," and that it remains "open to having dialogues with HHS about important public health policy issues."

The dash to push through FDA policies without senior officials' buy-in comes after Azar consolidated rule-making power under his authority last September. Since then, HHS has peeled back the agency's fees for over-the-counter products, stripped its authority over lab-developed tests and dictated that all rules sunset after 10 years if they are not renewed.

Hours after the surprise drug and device rules Monday, HHS installed a surrogate in FDA's top legal position, even though the agency had already named a career official to the post. A senior HHS official told POLITICO that the FDA did not have the power to appoint its chief counsel, since all of the department's lawyers report to the HHS general counsel.

The string of HHS moves left current and former health officials renewing calls for FDA to become an independent agency outside of the health department's jurisdiction, an approach that previous commissioners and other health experts have floated for years. Hahn himself told reporters last week that it was a "timely question" and "[I] really believe we shouldn't run away from having that conversation in the future."

"We've faced unprecedented challenges this year, and we have worked really hard ... to maintain the regulatory independence and science-based approach to our decisions," Hahn said on Friday.

Former Commissioner Scott Gottlieb, a Trump appointee, tweeted that HHS is "infringing on FDA's public health prerogatives in the closing days of the administration. The way they're pursuing these unilateral actions will have long-term consequences at a time when FDA's stature is critical to seeing us through this crisis."

And Joe Grogan, Trump's former domestic policy chief, warned that it would only bolster Democrats' arguments in favor of making FDA a standalone entity.

"Alex Azar may be the last HHS secretary to have FDA underneath him," he told POLITICO.

Asked about the potential for the FDA to be made independent, an HHS spokesperson called the inclusion of various health agencies under one umbrella "one of the strengths" of the department.

The impasse over genetically modified animal products has particularly alarmed the FDA, after months of what officials described as collegial negotiations between the agency and the USDA.

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FDA officials working on the issue had pushed to give the Agriculture Department authority over certain genetically altered products deemed low or medium-risk to public health, people familiar with the discussion said. The FDA would retain authority over “high-risk” situations that could directly affect humans — such as gene edits aimed at improving a product’s nutritional value or reducing the potential for allergic reactions.

Yet top HHS officials this week abruptly urged the FDA to agree to a memorandum of understanding that would transfer nearly all power over such animals to the USDA, three people with knowledge of the situation said. That approach has been backed by the livestock industry and other big businesses, who contend the FDA's oversight process is too slow and cumbersome.

The proposal prompted objections from career FDA lawyers who warned it would violate the agency's public health mission.

“FDA is adamantly opposed to it,” said one person familiar with Hahn’s thinking. “It’s pulling decision-making authority away from the agency at exactly the wrong time.”

Several current and former officials have since voiced worries that Azar will override the agency's opposition and unilaterally approve the sweeping new policy just days before Trump leaves office.

"It's got real implications," said Grogan. The USDA "is the regulator, but they're also a promoter of the product. So you're going to have the promoter of the product also regulating it."

The agriculture fight is the latest battle between HHS and FDA. Twin drug and device approval policies announced by Azar’s team Monday left senior FDA officials scrambling to understand memos that suddenly curbed their authority and added new requirements.

The officials said they had no chance to give input and that HHS misrepresented how long it takes the agency to approve new drugs. That policy requires an annual report noting when FDA takes more than 180 days to approve new medicines, a move HHS says will boost transparency.

The device announcement exempts seven types of products — from masks, gowns and gloves to infusion pumps and fetal monitors — from FDA review permanently. The agency had temporarily exempted them during the public health emergency.

“I had no idea these policies were in development,” said one senior official working on drug policy. Some FDA staff have since gone as far as to push the agency to put out a counter-statement disputing the drug and device policies, though no decision has been made, three officials said.

An HHS spokesperson disputed the account, saying the FDA was notified prior to Monday's announcement and that the agency raised no objections or concerns. The spokesperson added that the drug directive was part of a broader transparency effort across HHS.

President-elect Joe Biden’s incoming administration could roll back the policies and Azar’s move to bar FDA’s independent rule-making.

But in the meantime, FDA staff are bracing for more deregulatory moves this week that could throw their authority over certain products into question.

“It’s a continuation of the anti-science agenda that has defined the political leadership of HHS,” said a former senior official.

To view online click here.

U.S. Chamber calls for governments to fund rapid training programs(back)

By Ryan Heath

U.S. Chamber of Commerce CEO Tom Donohue said Tuesday that a broad-based economic recovery in 2021 depends on reskilling and supporting workers. The usually conservative Chamber is embracing a radical shift on skills policy. “Our lawmakers should fund rapid training programs to connect the unemployed with jobs in new sectors,” Donohue said in a State of American Business address.

Employers should take a lead in designing these programs, Donohue said, but said the benefits to workers would be clear-cut: “If we do this right and do it quickly, we will improve the living standard for millions of Americans.”

Trade unions agree, but insist the federal government thinks big.“We can’t think about (it) employer by employer,” said Mary Kay Henry, international president of the Service Employees International Union. Six million fast food and care workers “are living in poverty and have irregular schedules,” leaving them without access to lifelong learning opportunities in the current system, she said.

“Imagine a system where the company, the government and the workers together thought about how to unlock those four million people, and train them to do the work that’s emerging in the future,” Henry said. Singapore’s citizens don’t have to imagine it: that’s what SkillsFuture, the country’s adult education government agency, delivers.

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Ong Tze Ch'in, who leads the Singaporean program,told POLITICO's Global Translations podcast that the Singaporean government has built "a national movement about the pursuit of skills mastery and allowing every individual to achieve the maximum potential."

At the heart of Singapore's training efforts is a credit offered to every adult in the country, of between $375 and $950, and "absentee payroll," a system of government funding for up to 90 percent of a worker's salary covering work-time missed attending training.

Singapore also subsidizes its education providers up to 90 percent of the cost of delivering a course. The courses range from two-day workshops to months-long programs. The original intent was ensuring Singapore's quick transition to a digital economy. To cope with the additional disruption of Covid-19, the government increased subsidies for mid-career workers and for courses focused on job skills for workers and industries hit hardest by the pandemic such as accommodation and aviation.

It takes a whole-of-government mindset to implement a comprehensive system like Singapore's, and also a new outlook on education, Ong said. School and universities aren't considered the sum of Singapore's system, they're "pre-employment training," he said. It's a necessary distinction in Ong's view because working lives are getting longer, and "that education alone no longer sustains you for your entire career, simply because industry cycles are changing so much faster."

The biggest winners in Singapore's system are smaller businesses and their workers, which lack the "critical mass and the capacities" to match the training programs of multinational companies, he said.

Ong, who was Singapore's director of military intelligence before taking charge of SkillsFuture, advised American policymakers not to delay their efforts. "You don't grow an army in a day. You grow it over years so that when you need it, you have it."

Can the Singapore model scale across the United States?

The key is re-imagining education as a broader set of services beyond school and college, say many labor experts. "Lots of skills workers have, or need, are not about getting more degrees," said McKinsey Global Institute's James Manyika.

Ravi Kumar, President of Infosys, the Indian company that became famous for encouraging the tech outsourcing boom, told POLITICO that Infosys now runs "the largest corporate training university in the world," in Bangalore, India.

Each market has to be treated differently, according to the local skills base, Kumar said. In the U.S. he said he hires based on a student's capacity to learn, rather than the brand name of their degree. "We're moving from degrees to skills with our digital apprenticeship program" — which includes "a finishing school infrastructure," of eight to 10 weeks of tailored training, at a cost of around $20,000 per student.

"We're hiring from community colleges, and putting them in the apprentice program, so they can move from operations to a data scientist, and from cyber operations to a cyber security consultant. You give them stackable credentials." Over the next few decades, Kumar believes the changes will be so specific and frequent that individuals won't be able to manage them on their own.

P-TECH is a large-scale public-private partnership trying to take on this challenge. Started by IBM in Brooklyn a decade ago, the partnership now operates in 28 countries.

Joel Duran was part of the first class to graduate from P-TECH's six-year program in 2017, with both a high school diploma and an associate's degree. Duran, now 23, landed a technical consultant job working for IBM's federal government clients, an outcome he said would have been harder to achieve without the structure and safety net provided by P-TECH.

"From the first day that you started out at P-TECH in ninth grade, you are paired with a mentor," he told the Global Translations podcast, and take part in regular work placements where "you are depended upon by the business." With a salary of $14 an hour as a teenager in these work placements, Duran said he also had income to help support his wider family, some of whom immigrated to the United States from the Dominican Republic when Duran was in primary school, and some who remained behind.

Duran said the skills he's learned are portable in a fast-moving labor market. Some of his graduating class "took their two-year technical degree and they went on to med school, they went on to be lawyers. I know there was one student who went and studied wildlife." For Duran, the lasting effect has been on his approach to work. "I've picked up the mindset to always keep learning, to show up in a room humble and be able to say, 'I don't know about this, but I can get back to you' and I'm pretty confident that I can learn it."

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Inside Biden's plan to avoid a midterm 'shellacking' (back)

By Natasha Korecki and Christopher Cadelago

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Democrats under Barack Obama and Joe Biden were so badly pummeled in their first midterm elections that Obama famously called it a “shellacking.”

Ten years later, now President-elect Biden is hellbent on avoiding a repeat.

History isn’t on his side. Allies are concerned about his political strategy. And the party is worried about fundraising in an era where Donald Trump is not on the ballot.

In preparation for the 2022 midterms, the president-elect is fusing his political operation with the Democratic National Committee. He is also considering sending a top communications staffer — among those discussed are top campaign spokespeople Andrew Bates and T.J. Ducklo — to the DNC for the next several months as an embed before that person heads to the White House themselves. The idea is to help ensure the DNC is integral to the Biden operation, a source close to the campaign said in an interview.

Biden is also empowering his former campaign manager, Jen O’Malley Dillon, with his political portfolio in and out of the White House. Dillon, herself a former top national party staffer, is steering DNC meetings in the run-up to the election of a new chair and officers later this month.

She’s brought in an ally, Emmy Ruiz, to become Biden’s White House political director. Longtime Biden confidant and incoming senior adviser Steve Ricchetti will also advise Biden on politics.

Biden is also committed to pumping resources into state Democratic parties that atrophied during the Obama years, according to a Biden official, cognizant of the shortcomings of the last Democratic president’s approach. Rather than build out his own infrastructure, like Obama did, his team is in conversations with battleground state directors about the upcoming midterms and preparing to bulk up outreach to rural voters, with early conversations about having Agriculture secretary nominee Tom Vilsack serve as a possible surrogate.

The strategizing comes as the Democratic Party navigates a new, unsettled landscape, with lingering questions about whether Biden intends to run for a second term. The stakes are high for the party, which must figure out how to keep a congressional majority in both houses and also contend with reapportionment in two years.

No modern president has had a successful midterm absent George W. Bush in the wake of 9/11. After Obama’s “shellacking,” Trump was pummeled during the 2018 elections. But although history is unkind, Democrats say it’s too early to predict doom for Biden already. Obama campaign manager David Plouffe said the president-elect cannot “govern through the prism of maintaining majorities,” but at the same time, must advance concrete agenda items if he wants to have success in 2022.

“If you do small things and you do the bare minimum, you’re probably going to pay a price for that. It’s bad for the country and bad politics,” said Plouffe. “There will be polls saying, ‘voters only want Biden to deal with the pandemic.’ You can’t govern based on that. On climate change, on taxes, on voting rights on any number of issues, you’ve got to make progress in these first two years.”

But there is also some cautious optimism in the party. Senior Democrats predict that Biden is less prone to suffer the same political setbacks as his predecessors, including the man he served as vice president.

“He’s a different person than Obama,” said former Senate Majority Leader Harry Reid. “Obama was very unique; he had a gift of communication. He could speak as well as anyone who’s ever held the presidency. Joe Biden is someone who is coming to the presidency as well prepared as anyone can be.”

Much of the success of Democrats in the midterms is tied to the legislative agenda they pursue before it — a reality that hasn’t escaped Biden’s allies and advisers.

Biden is preparing to push populist themes, like larger stimulus checks and mass vaccination programs for Covid-19 relief. Democrats believe they are the kinds of policies that could bring more immediate political returns than a sweeping overhaul of the health care system, which became a short-term liability for the party in 2010.

The focus on opening schools, small businesses and stadiums by the fall “is ultimately going to dominate the 2022 cycle in the same way that health care did in 2010,” said Tom Perriello, the former Democratic congressman from Virginia, who lost his seat that cycle.

“You need to deliver results that you can point to. If the original House version of the Affordable Care Act passed in the first 100 days, we would have all been fine in 2010,” Perriello said. “We would have had cheaper negotiated drug rates, for example, and by the fall of 2010, we could point and say, ‘You're paying less for prescription drugs today.’ ... That's something you can run on it.’”

For Democrats, there are fears that getting a handle on the pandemic — while immensely difficult in its own right — will not be enough politically. Paul Begala, the famed Bill Clinton adviser, said the mantra of the 1992 campaign — “It’s the economy, stupid.” — still applies today.

“Taming Covid is necessary, but not sufficient,” Begala said. “Creating hundreds of thousands of new jobs by fixing bridges, repairing water systems, updating the grid, retrofitting buildings — a Biden jobs agenda can help stave off the midterm

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slump."

But a popular agenda — even one that creates jobs — still has to be communicated to voters. And that requires an effective campaign infrastructure to be in place. On that front, Majority Whip Jim Clyburn said there's room for improvement.

A powerful Democrat from South Carolina who is close with Biden, Clyburn said that Democrats should expand their map in two years and invest more heavily in local canvassing and less in TV ads.

"We did door-knocking, that's how we won Georgia. That's how we win in the midterms," Clyburn said. "If you do it in the midterms the way you did last November, we will lose the majority."

Though he is one of Biden's most prominent allies, Clyburn was critical of the decision last year by the Biden campaign to halt door-knocking amid the pandemic. The campaign later reversed course, but Clyburn still blamed Jaime Harrison's November loss to Republican incumbent Lindsey Graham in the South Carolina Senate race on a lack of canvassing work.

"Jen O'Malley's — all I'm saying is, is that her kind of politics? I don't know," he said of Biden's campaign manager. "I remember her doing an announcement and we raised holy hell during the campaign."

Those who have worked with O'Malley Dillon say that the criticism that she's not attentive to organizing is off base. They note her own personal history in the field and that she was trying to balance the demands of a campaign with the realities of Covid.

"She's just second to none when it comes to building a scaled field effort," said Lauren Groh-Wargo, CEO of Fair Fight Action and Stacey Abrams' 2018 campaign manager. Groh-Wargo had brought in O'Malley Dillon to coach field staff and train local operatives in that campaign. "You have to make choices, and the Biden team was clear — all Democrats were clear in the general election — our No. 1 goal was to keep people safe, period. So up and down the ballot, Democrats were incredibly cautious on door-knocking."

The Biden team is already connecting with battleground states operatives, including in Wisconsin, where a U.S. Senate seat and governorship are up for grabs in two years.

Ben Wikler, the Wisconsin Democratic Party chair, said he'd been in direct contact with the president-elect's staff to talk "about the necessity for ongoing support and engagement for state parties and they are totally on the same page."

Lauded for the work he's done to build up the state party, Wikler said the Biden team shared his approach and, in fact, was already building on the existing state-level infrastructure.

"It's worth underscoring, typically when a presidential campaign rolls in, they sweep the dishes off the table before setting up the new places," said Wikler. "With the Biden campaign, they deeply integrated with infrastructure that state parties have been building for years."

In many ways, Democrats say, Biden is the antithesis to Obama. The latter was never a creature of party politics. He shunned the DNC and, instead, launched a separate entity, Organizing for America, that essentially competed with the committee. Biden, by contrast, is a 78-year-old creature of Washington and is poised to work hand-in-hand with the party. O'Malley Dillon is sitting in on DNC discussions about officers and the next chair, a role Harrison is expected to assume, according to two sources close to the discussions.

Many of those comparing Biden and Obama as heads of the party concede that they arrived from very different places and at times in their careers that are hard to juxtapose. Obama ran against the Clintons — and all of their relationships and accrued power — before opting to create his own political apparatus.

The party suffered financially during the Obama years and kept its leadership despite severe losses in 2010. At the end of 2010, the DNC was $16 million in debt and had $9 million on hand.

Today, the DNC emerged from the presidential election with no debt and, as of a December filing, had $24 million on hand; though fundraisers warn they're confronting donor fatigue and are embarking on an era in which Trump isn't an omnipresent boogeyman to rile up donors.

"We broke every fundraising record in the history of politics, but that's not sustainable," said Rufus Gifford, Biden campaign deputy manager who served as DNC finance director at the start of the Obama administration. He said of efforts moving forward: "Party fundraising is a completely different animal than running against Donald Trump. It's going to be tough, but it's nice when you're not starting in the red."

As a model for the midterm elections, Democrats and Biden officials point to the Georgia Senate run-offs that gave the party a Senate majority for — in all likelihood — at least the next two years.

Biden's team steered nearly $20 million to help Jon Ossoff and Raphael Warnock claim the Senate seats, including hard dollars and dedicating staff support and voter data. Biden and Vice President-elect Kamala Harris, who made a combined three trips to Georgia ahead of the November election, returned to the state in the closing days of the January runoff. President-elect Obama faced a similar decision late in 2008, and while he dispatched field organizers for that Senate runoff in December between GOP then-Sen. Saxby Chambliss and Democrat Jim Martin, Obama refused to spend much of his

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own political capital on the election, and didn't travel there late in the campaign, despite Democrats' hopes of notching a 60-seat filibuster-proof Senate majority.

"We have learned lessons from the past," a Biden official said. "Things did not work as smoothly and the work was not as closely aligned, and the president-elect wants to ensure there is cohesion and a seamless, productive working relationship that will support not only his agenda, but also lift up state parties and political candidates up and down the ballot."

To view online click here.

Biden, Democrats, plot 'aggressive' pandemic response — without the GOP(back)

By Alice Miranda Ollstein, Megan Cassella and Caitlin Emma

President-elect Joe Biden has spent months pledging to work with Republicans to advance his agenda. But Senate Democrats are now gearing up to pass Biden's first major legislative package without them.

Key Senate offices are coalescing around a plan to pass another round of coronavirus legislation soon after Biden takes office using a process called reconciliation, which would allow them to move forward without any Republican support, five Senate aides tell POLITICO.

The package, which Biden said late last week will be "in the trillions of dollars," is expected to provide direct relief to Americans through stimulus checks and give federal funding to help cash-strapped state, local and tribal governments distribute a vaccine and survive the most dire phase of the pandemic to date. But, freed of the need to compromise with Republicans, Democrats are also discussing including other priorities, including investing in infrastructure, moving to sustainable forms of energy and potentially even expanding Obamacare subsidies.

Sen. Bernie Sanders (I-Vt.), who will be a key figure for Biden in crafting reconciliation legislation as the new head of the Senate Budget Committee, pledged on Tuesday to use the powerful procedure to address the immediate health and economic crisis at hand.

"As we speak, my staff and I are working, we're working with Biden's people, we're working with Democratic leadership, we'll be working with my colleagues in the House to figure out how we can come up with the most aggressive reconciliation bill to address the suffering of the American working families today," Sanders said in an interview.

Sanders acknowledged the twin problems Congress will have to address: both the immediate crisis of the pandemic and economic downturn, and what he called a broader "systemic crisis" of unemployment. And while lawmakers should think about using reconciliation to address both issues, he said "it's still not clear to me whether the two ways end up being in one piece of legislation or two."

Biden officials say getting relief to those who need it and fully funding a coordinated, national response to the pandemic are the president-elect's top legislative priorities. Senate aides confirmed Biden has been in touch with Democratic leaders on the Hill about his general priorities. But his team's work with Congress on a strategy is still in flux amid the pending impeachment trial and Biden's speech later this week detailing his Covid plan and legislative agenda.

Passing the relief package through reconciliation would allow Democrats to bypass Republicans completely and pass the bill with only 50 votes — plus Vice President-elect Kamala Harris as the tie-breaker — rather than 60. Some Senate aides emphasized it would allow the chamber to move more quickly, without having to spend time coaxing Republicans on board or giving them a chance to run out the clock.

Democrats are preemptively defending using reconciliation to pass legislation that is not strictly budget-focused. Several aides pointed to Republicans' failed attempts in 2017 to use the process to get rid of the Affordable Care Act as having set a precedent they're now entitled to follow.

"When and where we can, we will strive to make this important work bipartisan," incoming Senate Majority Leader Chuck Schumer wrote in a letter to Democratic senators on Tuesday, in which he called emergency Covid relief the Senate's first order of legislative business. "However, if our Republican colleagues decide not to partner with us in our efforts to address these issues, we will not let that stop progress."

But reconciliation also comes with bureaucratic hurdles and restrictions that some members fear could slow down the relief effort even further and allow any single Democratic dissenter to derail the legislation.

"We'll have to have a budget resolution go through committee and then move to the floor, then do a vote-a-rama, then have the negotiation process of what goes into the bill under that budget framework, then make sure we have all 50 votes without losing a single one," one Senate Democratic aide explained. "You hope that everything will go smoothly and quickly, but history has shown that when you have a zero-vote margin of error, that's rarely the case."

However, while aides expect some tension between progressive and moderate Democrats on the overall price tag of the bill, they said there is widespread agreement on the underlying policies.

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Currently, items under discussion for the package include another round of stimulus checks, a $600 per week boost to unemployment insurance, billions for state and local governments that have seen tax revenues crater during the pandemic, funding to rescue the beleaguered rollout of the Covid-19 vaccine, aid for restaurants and other small businesses and, potentially, an expansion of Obamacare subsidies.

Democratic officials close to the transition say the stimulus checks — which are likely to total $1,400 and build on the $600 Congress passed in December — and money to help states with vaccine distribution and school reopenings are likely to take priority and gain the broadest support.

But passing a package through reconciliation would give Democrats room to be more ambitious, allowing them to approve more aid to state and local governments that most Republicans have opposed for months. It could also allow them to ignore Republicans' demands for a liability shield for businesses that Democrats say would mean impunity for employers that endanger their workers' health.

Some Biden allies expect Democrats to pack other priorities into the first package as well, given the procedural hurdles they will have to jump in order to pass it with a simple majority. Others warn that adding too many elements could sink its chances at making it to Biden's desk.

But addressing some non-Covid priorities in the package could have the double-barreled benefit of also providing economic stimulus, many economists argue, on top of much-needed relief.

Cecilia Rouse, the president-elect's nominee to lead the Council of Economic Advisers, on Friday called direct payments to families and funding to address the pandemic a "life raft," merely keeping the economy afloat, while investments in areas like infrastructure would help the U.S. begin to return to pre-pandemic economic levels.

"The strategy here is to help families get to the other side, but also to make those investments that will actually encourage growth as our economy builds back," Rouse said. Investments in infrastructure, she added, "put people to work. They are foundations of growth."

Amplifying the need for major spending are growing signs that the U.S. economy has taken a turn for the worse, which could prompt lawmakers to agree on a larger package than they otherwise would have. Levels of childhood hunger have been steadily rising, with nearly one in six households with kids reporting not having enough to eat this month, according to U.S. Census Bureau data. More than 19 million Americans remain on unemployment benefits. And the labor market shed 140,000 jobs in December for the first month of declines since coronavirus shutdowns first took hold in the spring.

"It's a trend, and the trend is getting worse," said Austan Goolsbee, who chaired the Council of Economic Advisers under the Obama administration and served as an informal adviser to the Biden campaign, referring to the December jobs data. "It's clearly a warning siren there might very well be a double-dip recession knocking at the door."

Biden, his team and Capitol Hill Democrats have all been careful not to put a specific dollar amount on the bill, a move one person close to the transition said was deliberate in order to avoid any early backlash. But the president-elect acknowledged late last week that "the price tag will be high."

"The basic story is simple," Biden said. "If we don't act now, things are going to get much worse and harder to get out of the hole later."

With pressure rising on Biden and congressional Democrats to swiftly deliver on their campaign trail promises, Senate aides say they're largely pulling from bills that have already been drafted, vetted and — in some cases — passed by the House, including the HEROES Act and the Patient Protection and Affordable Care Enhancement Act.

"We saw how long the December relief bill talks took and how, when you try to draft things quickly at the last minute, there are always errors and things that go awry," one Senate aide said.

To view online click here.

'Something we've never done': Florida schools drain reserves to feed kids at home(back)

By Andrew Atterbury

TALLAHASSEE, Fla. — A pandemic-driven budget shortfall across Florida school districts is threatening local meals programs, a core function whose funding is fanning a bitter political feud over how to direct precious money.

Students are eating significantly fewer school meals across the 2020-21 academic year amid the monthslong public health crisis but districts are collectively seeing a financial hole as deep as $370 million, according to Florida Agriculture Commissioner Nikki Fried. Food service costs are higher this year in part because schools are sending thousands of meals home with students who are learning remotely. Schools changed how they serve meals so they could reach more students, especially with scores yet to return to their campuses and unemployment rates still soaring high above pre-pandemic levels.

To make that happen, districts switched to buying more expensive pre-packaged or shelf-stable food items that can last

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students longer. That includes giving students frozen food in some cases, something that was unheard of before the pandemic.

“The challenge is how to reach kids at home,” Allison Monbleau, director of food service for Palm Beach County School District, said in an interview. “It’s something we’ve never done.”

But the multimillion-dollar loss in nutrition funding has put incredible pressure on education leaders who are already having to dip into their reserves to avoid laying off critical employees. The issue is set to play out in front of the state Board of Education on Wednesday as increasingly desperate districts attempt to raise the alarm just as all levels of government scramble for funds.

Palm Beach County, like many school districts, has seen a dramatic reduction in the number of students who eat school meals this year. The district is serving meals to about 103,000 students now, a steep drop from approximately 170,000 students last year, Monbleau said.

The department started the school year with $7.5 million in contingency, she said. Now, with the change in the meals program, the district’s food service department reported losses of around $6 million, eating into their reserves, Monbleau said.

About 65 percent of students in Florida, some 1.65 million, are taking in-person classes, leaving thousands of students who are either learning from home or unaccounted for this school year, according to the latest Department of Education data.

Citrus County is experiencing a similar trend, Roy Pistone II, director of food services with Citrus County School District, said in an interview. The district is serving 104,000 fewer lunches compared to this time last year, along with 45,000 fewer breakfasts, he said.

For months, Fried, whose agency oversees the National School Lunch Program, has pushed for putting federal CARES Act dollars toward feeding students. But so far, Gov. Ron DeSantis’ administration has ignored requests from Fried, the state's only statewide elected Democrat, to bring up the issue, including letters sent in September and December.

Citizens should be outraged that Florida won’t consider pumping more CARES money into school lunches like other states, including California and Vermont, Fried said in an interview with POLITICO.

Some 23 percent of adults living in households with children reported they either sometimes or often lacked enough food between Nov. 11 and Dec. 7, according to recent data from KIDS COUNT, an Annie E. Casey Foundation project. That mark was 15 percent during the June 25 and July 7 survey.

“What could be more important than prioritizing that kids who need food continue to get what they need?” Fried said.

The DeSantis administration, however, maintains that there is CARES Act money still available to schools for food services.

The governor's office, in response to questions from POLITICO, said that food and nutrition services are already allowable expenses with the CARES Act education funding.

Many school districts and campuses, in fact, are already using the money for food services, DeSantis spokesperson Meredith Beatrice said in an email.

Yet Fried's office maintains no knowledge of school food service departments receiving those funds, according to Fried spokesperson Franco Ripple.

Beatrice reported that approximately $480 million of the $693 million districts received in the first round of CARES funding remains unspent and that more aid is coming in the recently signed federal relief package.

Still, school leaders now plan to broach the issue with the Board of Education as losses mount. The Florida Association of District School Superintendents notes that the downturn in school meal participation has “affected the general finances of districts at a time when resources are already stretched thin.”

“This is leading to difficult decisions, including layoffs in some districts, at a time when we are already struggling to keep our food service operations sufficiently staffed to meet the new demands and safety protocols," Diane Kornegay, superintendent of Lake County School District, wrote in comments published ahead of Wednesday’s scheduled board meeting.

Schools have created grab-and-go sites for students and families to pick up curbside meals and are trying ideas like sending food to students on bus routes to drive up participation. In Palm Beach County, the school district is running close to 100 meal pickup sites and allows students to pick multiple meals in one day.

The school district gave out boxes with 16 days of food ahead of the holidays, meals that reached some 17,000 students with the help of local organizations, Monbleau said.

On top of financial concerns, food service directors also say they are dealing with new challenges with manufacturers and supply lines. That keeps them on their toes and constantly adapting new menus on the fly.

But despite these headaches, Pistone said employees are "working their tails off" because they love taking care of students.

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“If anything, this has brought what we do to fuel education more to light,” Pistone said.

To view online click here.

5 targeted countries protest possible U.S. blueberry import restrictions(back)

By Doug Palmer

Government officials from Mexico, Canada, Peru, Chile and Argentina on Tuesday urged the U.S. International Trade Commission to reject an attempt by the Trump administration to impose tariffs on their blueberry exports to the United States.

The case could find its way to President-elect Joe Biden's desk this May if the ITC agrees that imports from the five countries are a "substantial cause" of serious injury to U.S. producers or even a threat of serious injury to those farmers. That is the legal threshold that must be met for the president to impose "safeguard" duties under Section 201 of the 1974 Trade Act.

Unpleasant surprise: Witnesses from each of the five countries told the ITC there was no basis for the United States to restrict their exports.

The officials from Chile, Peru and Argentina also argued that their blueberries did not compete directly with U.S. production because of the different growing seasons in North and South America.

"We were quite surprised to be included in a request by the United States Office of the Trade Representative for import relief action against our exports of blueberries," Rodrigo Yañez, Chile's vice minister of international economic affairs, said during an ITC hearing.

Nadia Bourély, minister counselor for economic and trade policy at the Canadian embassy in Washington, said U.S. duties on Canadian blueberries are not only unjustified but also would put U.S. exports at risk of trade retaliation.

Gerardo Lameda, head of the trade office at the Mexican embassy in Washington, delivered a similar message and noted that Mexico is a "a major market for U.S. producers of corn, wheat, soy products, milk, apples, pork products, beef, chicken, potatoes, grapes, and nuts, among others," which are all allow tariff-free access under the USMCA.

USMCA impediment: U.S. Trade Representative Robert Lighthizer requested the ITC to investigate the issue in September. The Trump administration also held hearings with producers of perishable and seasonal products at the behest of Florida lawmakers.

That prompted Matthew Nicely, the lead attorney for opponents of import restrictions, to blast the investigation as an election year "political gift" to blueberry growers in the Southeastern U.S.

Both the Canadian and Mexican government argued the new USMCA restricted the U.S.' ability to impose safeguard restrictions on their exports. They said that the deal requires the ITC to determine whether imports from Canada and Mexico are "individually" responsible for a substantial cause of serious injury or threat to U.S. producers.

Growers' view: For their part, blueberry growers told the panel that they had been hurt by a "devastating" 75 percent increase in imports over the past five years.

“The massive increase in Mexican imports during our harvesting season has crippled the Florida blueberry industry and threatens its very existence,” Brittany Lee, executive director of the Florida Blueberry Growers Association, said.

Next step: The ITC will vote Feb. 11 on whether there is enough evidence for import relief to be imposed. If it determines there is, the commission will begin a second investigation to decide which restrictions to recommend to Biden, who would have until May to make a final decision.

To view online click here.

Trump's EPA launches surprise attack on Biden's climate rules(back)

By Alex Guillén

In a surprise move, the Environmental Protection Agency on Wednesday will unveil a climate rule that will effectively prohibit the future regulation of greenhouse gases from any stationary industry other than power plants.

The rule (Reg. 2060-AT56) comes just eight days before the inauguration of President-elect Joe Biden, who has pledged a multitrillion-dollar initiative that would combat climate change by making sharp cuts in the United States' carbon dioxide pollution. The new regulation could hamstring much of that agenda, for example by prohibiting Biden's EPA from setting carbon limits on oil and gas wells or refineries.

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The vehicle for the latest EPA action was also surprising: The agency included it in a long-planned Trump administration regulation that had originally been aimed at a much narrower target — easing greenhouse gas limits for coal plants that might be built in the future. It never sought public comment on the proposal to exempt a wide swath of industries from carbon restrictions.

Environmentalists quickly condemned the rule — first reported by POLITICO — as a parting gift to polluters.

“EPA is perverting the Clean Air Act to ensure that no industry other than the power sector ever has to cut its climate pollution,” said David Doniger, senior strategic director of the Natural Resources Defense Council’s Climate & Clean Energy program.

“This unlawful rule is a transparent attempt to erect roadblocks to protecting public health and the environment for the new administration,” said Jay Duffy, an attorney for a group called the Clean Air Task Force.

The EPA did not respond to questions about the rule, including whether it complied with requirements to provide public notice and seek comment on rules.

Under the final rule being being published in Wednesday’s Federal Register, any stationary source whose industrywide greenhouse gas emissions make up less than 3 percent of U.S. greenhouse gas pollution will be deemed “necessarily insignificant without consideration of any other factors.” That means the source would not qualify for regulation under Section 111(b) of the Clean Air Act, the section that was the primary way the Obama administration regulated greenhouse gases from power plants and other sources.

The 3 percent threshold would appear to exclude every stationary greenhouse gas polluter in the U.S. aside from power plants, which the Obama administration made the subject of its major climate regulation in 2015. The rule does not apply to mobile sources like cars and trucks that are regulated under a separate part of the law.

Duffy noted that EPA never formally proposed any specific percentage threshold for regulation. This raises questions about whether the Trump administration violated laws requiring it to take public comment on rulemakings in its haste to finish the rule before Biden takes office.

EPA last year indicated it would launch a separate rulemaking to answer the question of how much greenhouse gas a source category has to emit. Instead, it appears to have used the coal-plant rule, which had long been in the works, to lock in regulatory language without first issuing a separate proposal for further public comment.

Background: As a sister regulation to the 2015 Clean Power Plan, which placed limits on greenhouse gases from existing power plants, the Obama administration’s so-called 111(b) rule set carbon dioxide emissions limits for newly built natural gas and coal power plants.

The Trump EPA’s 2018 proposal left in place the natural gas limits, which were widely recognized as achievable, but eased regulations for new coal plants to remove any requirement to use partial carbon capture and storage technologies to reduce emissions. EPA acknowledged at the time that it did not expect the change to create any new coal capacity in the United States, though it argued it could offer incentives for manufacturers to develop and export more advanced coal-burning technologies.

However, the final rule punts on any decision about specific emissions limits for power plants, and instead is entirely concerned with setting the regulatory threshold.

EPA last summer contemplated setting a threshold for greenhouse gas emissions below which an industry could not be subjected to Clean Air Act regulation. That step came when the agency rescinded an Obama-era rule regulating methane emissions from the oil and gas industry.

The threshold: “EPA is basing a decision to apply a threshold of 3 percent on the relative contribution of regulating source categories that contribute significantly to the overall impact of climate change,” the final rule reads. Eliminating power plants' emissions would reduce the global mean temperature by 0.1 degrees Fahrenheit in 2100, according to EPA. Lowering the threshold to include oil and gas production emissions would achieve only an additional temperature reduction one-fifth of that.

The 3 percent threshold is a "natural breakpoint" since other individual industries represent relatively small slices of the emissions pie, EPA wrote in the final rule.

Power plants make up 27 percent of total U.S. greenhouse gas emissions, according to EPA. Setting the threshold at 3 percent effectively cuts off all other industries from regulation. The next three biggest categories — oil and gas production, refineries and industrial boilers — fall between 2.5 and 3 percent, the agency says. Landfills and iron and steel manufacturing each represent 1 percent to 1.5 percent, though methane emissions from landfills have been regulated under this part of the law since 1996.

Power plants make up 43 percent of stationary source emissions. Lowering the threshold to 1.5 percent would net coverage for only 56 percent of stationary emissions, too small a change to justify regulation, EPA argued.

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From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Monday, January 25, 2021 9:07 AM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>
CC: Dan Hunter <Dan.Hunter@TexasAgriculture.gov>
Subject: RE: Austin Newsletter, Issue 2

Commissioner,

These are now on the track! Please let me know if you need anything else.

Best,
Jordan

From: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>
Sent: Friday, January 22, 2021 9:13 PM
To: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Subject: Fwd: Austin Newsletter, Issue 2

Make sure we are following theses

Texas Agriculture Commissioner
SId Miller
Facebook/Millerfortexas

Begin forwarded message:

> **From:** Texas Farm Bureau <noreply@txfbmail.com>
> **Date:** January 22, 2021 at 4:51:52 PM CST
> **To:** Commissioner Sid Miller <Sid.Miller@texasagriculture.gov>
> **Subject: Austin Newsletter, Issue 2**
> **Reply-To:** GovernmentAffairs@txfb.org

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From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, February 12, 2021 12:54 PM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>
CC: Jim Reaves <Jim.Reaves@TexasAgriculture.gov>; Addie Stone <Addie.Stone@TexasAgriculture.gov>; Karen Reichek <Karen.Reichek@TexasAgriculture.gov>; Philip Wright <Philip.Wright@TexasAgriculture.gov>; Catherine Wright Steele <Catherine.Steele@TexasAgriculture.gov>
Subject: TDA Bill Tracking Report 2.12.2021
Attachment(s): "TDA Bill Tracking Report 2.12.2021.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know. As a reminder, we are testifying before the Senate Finance Committee on Wednesday the 17th. We expect to go before the House Appropriations Committee in the next couple of weeks. When that hearing date is finalized, I will notify everyone.

Please let me know if you have any questions.

Best,
Jordan

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TDA TRACKED BILLS 2/12/21

02-12-2021 - 11:12:13

HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing	
	Last Action:	11- 9-20 H Filed	
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs	
	Last Action:	11- 9-20 H Filed	
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.	
	Last Action:	11- 9-20 H Filed	
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.	
	Companions:	HB 112 Swanson, Valoree(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 75	Toth, Steve(R)	Relating to the enforcement of commercial motor vehicle safety standards in certain counties.	
	Last Action:	11- 9-20 H Filed	
HB 85	Toth, Steve(R)	Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.	
	Last Action:	11- 9-20 H Filed	

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HB 91	Lucio III, Eddie(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.	
	Companions:	HB 2012 Lucio III, Eddie(D) (Refiled from 86R Session) SB 804 Rodriguez, Jose(D) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 94	Reynolds, Ron(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.	
	Companions:	SB 90 Menendez, Jose(D) (Identical) 11- 9-20 S Filed	
	Last Action:	11- 9-20 H Filed	
HB 96	Toth, Steve(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	
	Companions:	HB 4494 Toth, Steve(R) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.	
	Companions:	HB 224 Gervin-Hawkins, Barbara(D) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.	
	Last Action:	11- 9-20 H Filed	

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HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.	
	Last Action:	11- 9-20 H Filed	
HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.	
	Last Action:	11- 9-20 H Filed	
HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.	
	Last Action:	11- 9-20 H Filed	
HB 168	Gonzalez, Mary(D)	Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.	
	Companions:	HB 4450	Gonzalez, Mary(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 186	Zwiener, Erin(D)	Relating to an exemption from ad valorem taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.	
	Last Action:	11- 9-20 H Filed	
HB 195	Bernal, Diego(D)	Relating to the regulation of migrant labor housing facilities.	
	Companions:	HB 206	Bernal, Diego(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 202	Thierry, Shawn(D)	Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.	
	Last Action:	11- 9-20 H Filed	

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HB 209	Thierry, Shawn(D)	Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.	
	Companions:	HB 605 Thierry, Shawn(D) (Refiled from 86R Session) SB 574 Miles, Borris(D) (Refiled from 86R Session) SB 358 Miles, Borris(D) (Identical) 1-15-21 S Filed	
	Last Action:	11- 9-20 H Filed	
HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.	
	Last Action:	11- 9-20 H Filed	
HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.	
	Last Action:	11- 9-20 H Filed	
HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.	
	Last Action:	11- 9-20 H Filed	
HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.	
	Last Action:	11- 9-20 H Filed	
HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.	
	Companions:	HB 298 Murr, Andrew(R) (Refiled from 86R Session)	
	Last Action:	11- 9-20 H Filed	
HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.	
	Last Action:	11- 9-20 H Filed	

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HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.	
	Last Action:	11- 9-20 H Filed	
HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable hemp products containing a controlled substance or marihuana.	
	Last Action:	11- 9-20 H Filed	
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.	
	Companions:	HB 3799 Buckley, Brad (F)(R)	(Refiled from 86R Session)
		SB 2035 Hall, Bob(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.	
	Companions:	SB 341 West, Royce(D)	(Identical)
		1-14-21 S Filed	
	Last Action:	11- 9-20 H Filed	
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.	
	Last Action:	11- 9-20 H Filed	
HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.	
	Companions:	HB 4364 Cain, Briscoe(R)	(Refiled from 86R Session)
	Last Action:	11- 9-20 H Filed	
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.	

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		Companions:	HB 245 Farrar, Jessica(D)	(Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
	HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.	
		Companions:	HB 4758 Lopez, Ray (F)(D)	(Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
	HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.	
		Last Action:	11- 9-20 H Filed	
	HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.	
		Companions:	HB 873 Collier, Nicole(D) 12-18-20 H Filed	(Identical)
			SB 474 Lucio, Eddie(D) 1-27-21 S Filed	(Identical)
		Last Action:	11- 9-20 H Filed	
	HB 397	Frank, James(R)	Relating to comparisons of state budgets made by the Legislative Budget Board.	
		Companions:	HB 689 Frank, James(R)	(Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
	HB 399	Shaheen, Matt(R)	Relating to a dog's restraint and shelter.	
		Companions:	HB 3940 Shaheen, Matt(R)	(Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
	HB 409	Cortez, Philip(D)	Relating to waivers for entrance fees to state parks and certain hunting and	

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			fishing license fees for resident first responders.
		Last Action:	11- 9-20 H Filed
	HB 415	Walle, Armando(D)	Relating to doula services, including Medicaid coverage of doula services.
		Last Action:	11- 9-20 H Filed
	HB 425	King, Ken(R)	Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.
		Last Action:	11-10-20 H Filed
	HB 426	King, Ken(R)	Relating to the release of deer by certain deer breeder facilities to a low-fenced site.
		Last Action:	11-10-20 H Filed
	HB 429	King, Ken(R)	Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.
		Last Action:	11-10-20 H Filed
	HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.
		Companions:	HB 376 King, Ken(R) (Refiled from 86R Session)
		Last Action:	11-10-20 H Filed
	HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
		Companions:	SB 151 Johnson, Nathan(D) (Identical) 11-10-20 S Filed
		Last Action:	11-10-20 H Filed
	HB 442	Israel, Celia(D)	Relating to the prima facie speed limit on certain streets and highways.
		Last Action:	11-10-20 H Filed
	HB 447	Moody, Joe(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
		Companions:	SB 1581 West, Royce(D) (Refiled from

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			86R Session)
Last Action:	11-10-20 H Filed		
HB 494	White, James(R)	Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.	
Companions:	HB 2702	White, James(R)	(Refiled from 86R Session)
	HB 984	White, James(R) 1- 6-21 H Filed	(Identical)
Last Action:	11-10-20 H Filed		
HB 515	Oliverson, Tom(R)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
Companions:	HB 522	Johnson, Julie(D) 11-10-20 H Filed	(Identical)
	HB 980	Fierro, Art(D) 1- 6-21 H Filed	(Identical)
	SB 228	Blanco, Cesar (F)(D) 12- 3-20 S Filed	(Identical)
Last Action:	11-10-20 H Filed		
HB 520	Beckley, Michelle(D)	Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.	
Companions:	HB 2312	Beckley, Michelle (F)(D)	(Refiled from 86R Session)
Last Action:	11-10-20 H Filed		
HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.	
Companions:	HB 515	Oliverson, Tom(R) 11-10-20 H Filed	(Identical)
	HB 980	Fierro, Art(D) 1- 6-21 H Filed	(Identical)
	SB 228	Blanco, Cesar (F)(D) 12- 3-20 S Filed	(Identical)

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		Last Action:	11-10-20 H Filed
	HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.
		Last Action:	11-12-20 H Filed
	HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.
		Last Action:	11-12-20 H Filed
	HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.
		Last Action:	11-13-20 H Filed
	HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.
		Last Action:	11-13-20 H Filed
	HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.
		Companions:	HB 4547 Wray, John(R) (Refiled from 86R Session)
		Last Action:	11-16-20 H Filed
	HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.
		Last Action:	11-17-20 H Filed
	HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
		Companions:	SB 227 Paxton, Angela(R) (Identical) 12- 2-20 S Filed
		Last Action:	11-17-20 H Filed
	HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
		Last Action:	11-17-20 H Filed
	HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded

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		program to be known as the Healthy Texas Program.
	Last Action:	11-18-20 H Filed
HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
	Last Action:	11-18-20 H Filed
HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
	Last Action:	11-24-20 H Filed
HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
	Last Action:	11-24-20 H Filed
HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at below-market rates to low-income and moderate-income households.
	Last Action:	11-24-20 H Filed
HB 650	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation by certain taxing units of a portion of the appraised value of the residence homestead of the parent or guardian of a person who is disabled.
	Last Action:	11-24-20 H Filed
HB 665	Landgraf, Brooks(R)	Relating to an emergency rule adopted by a state agency during certain periods of disaster.
	Companions:	SB 525 Buckingham, Dawn(R) (Identical) 1-29-21 S Filed
	Last Action:	11-30-20 H Filed
HB 666	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.
	Companions:	HB 668 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed

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		Last Action:	11-30-20 H Filed
HB 668	Harris, Cody(R)	Relating to the regulation of groundwater conservation districts.	
		Companions:	HB 666 Harris, Cody(R) (Identical) 11-30-20 H Filed SB 152 Perry, Charles(R) (Identical) 11-10-20 S Filed
		Last Action:	11-30-20 H Filed
HB 671	Martinez, Armando(D)	Relating to establishment of the disaster identification system for a declared state of disaster.	
		Companions:	SB 328 Lucio, Eddie(D) (Identical) 1-12-21 S Filed
		Last Action:	11-30-20 H Filed
HB 687	Lozano, Jose(R)	Relating to the prosecution and punishment of the offense of smuggling of persons.	
		Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) SB 576 Hinojosa, Chuy(D) (Identical) 2- 3-21 S Filed
		Last Action:	12- 1-20 H Filed
HB 705	Moody, Joe(D)	Relating to the provision of recovery community organization peer-to-peer services under Medicaid.	
		Last Action:	12- 2-20 H Filed
HB 714	Reynolds, Ron(D)	Relating to the establishment of the Texas Environmental Justice Advisory Council.	
		Companions:	HB 1491 Reynolds, Ron(D) (Refiled from 86R Session)
		Last Action:	12- 3-20 H Filed
HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.	

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		Last Action:	12- 8-20 H Filed
	HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.
		Last Action:	12-11-20 H Filed
	HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.
		Last Action:	12-14-20 H Filed
	HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and educational opportunities in certain regions of this state.
		Companions:	HB 3565 White, James(R) (Refiled from 86R Session) SB 2380 Hughes, Bryan(R) (Refiled from 86R Session)
		Last Action:	12-14-20 H Filed
	HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.
		Last Action:	12-17-20 H Filed
	HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.
		Companions:	HB 386 Pacheco, Leo(D) (Identical) 11- 9-20 H Filed SB 474 Lucio, Eddie(D) (Identical) 1-27-21 S Filed
		Last Action:	12-18-20 H Filed
	HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.
		Last Action:	12-22-20 H Filed
	HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
		Last Action:	12-22-20 H Filed

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HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.
	Last Action:	12-22-20 H Filed
HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.
	Last Action:	1- 4-21 H Filed
HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.
	Companions:	HB 2160 Raymond, Richard(D) (Refiled from 86R Session)
	Last Action:	1- 4-21 H Filed
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.
	Last Action:	1- 5-21 H Filed
HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed
	Last Action:	1- 5-21 H Filed
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.
	Companions:	HB 928 Anchia, Rafael(D) (Refiled from 86R Session)
	Last Action:	1-11-21 H Filed
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
	Last Action:	1-11-21 H Filed

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HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.
	Last Action:	1-11-21 H Filed
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
	Companions:	SB 395 Perry, Charles(R) (Identical) 1-22-21 S Filed
	Last Action:	1-12-21 H Filed
HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.
	Last Action:	1-13-21 H Filed
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.
	Last Action:	1-14-21 H Filed
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.
	Last Action:	1-14-21 H Filed
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.
	Last Action:	1-15-21 H Filed
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.
	Last Action:	1-15-21 H Filed
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.
	Last Action:	1-19-21 H Filed
HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.
	Last Action:	1-21-21 H Filed

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HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.
	Companions:	HB 2166 Kacal, Kyle(R) (Refiled from 86R Session)
	Last Action:	1-21-21 H Filed
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.
	Last Action:	1-22-21 H Filed
HB 1282	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.
	Last Action:	1-22-21 H Filed
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.
	Last Action:	1-22-21 H Filed
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.
	Last Action:	1-25-21 H Filed
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.
	Last Action:	1-26-21 H Filed
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.
	Last Action:	1-27-21 H Filed
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	SB 506 Nichols, Robert(R) (Identical) 1-28-21 S Filed
	Last Action:	1-28-21 H Filed
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-

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		space land following a transfer between family members.
	Companions:	HB 1188 Hefner, Cole(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.
	Last Action:	1-29-21 H Filed
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.
	Companions:	SB 472 Kolkhorst, Lois(R) (Identical) 1-27-21 S Filed
	Last Action:	1-29-21 H Filed
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.
	Companions:	HB 3997 Sheffield, J.D.(R) (Refiled from 86R Session)
	Last Action:	1-29-21 H Filed
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.
	Last Action:	2- 1-21 H Filed
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.
	Last Action:	2- 1-21 H Filed
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.
	Last Action:	2- 3-21 H Filed
HB 1631	Guerra, Bobby(D)	Relating to the requirements for an application for a permit to manage wildlife and exotic animals from aircraft.

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	Last Action:	2- 5-21 H Filed
HB 1652	Wilson, Terry(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.
	Companions:	SB 617 Kolkhorst, Lois(R) (Identical) 2- 8-21 S Filed
	Last Action:	2- 5-21 H Filed
HB 1666	Thierry, Shawn(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
	Companions:	SB 73 Miles, Borris(D) (Identical) 11- 9-20 S Filed
	Last Action:	2- 8-21 H Filed
HB 1686	Cortez, Philip(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
	Last Action:	2- 8-21 H Filed
HB 1718	Rodriguez, Eddie(D)	Relating to the equalization of the rates of production fees charged on certain wells by the Barton Springs-Edwards Aquifer Conservation District.
	Last Action:	2- 9-21 H Filed
HB 1720	Reynolds, Ron(D)	Relating to the inclusion of certain areas in a county assistance district.
	Last Action:	2- 9-21 H Filed
HB 1733	Krause, Matt(R)	Relating to insurance premium tax credits for investments supporting agriculture and rural development projects.
	Last Action:	2- 9-21 H Filed
HB 1764	Guillen, Ryan(D)	Relating to authorizing certain counties to impose a hotel occupancy tax and the use of revenue from that tax.
	Last Action:	2-10-21 H Filed
HB 1778	Oliverson, Tom(R)	Relating to the authority of a physician to provide and dispense and to delegate authority to provide and dispense certain drugs.

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	Last Action:	2-10-21 H Filed
HB 1794	Johnson, Julie(D)	Relating to the liability of an owner, lessee, or occupant of real property in connection with the use of or entry onto the property.
	Last Action:	2-10-21 H Filed
HB 1805	Moody, Joe(D)	Relating to the award of good conduct time to certain inmates.
	Companions:	HB 1271 Thompson, Senfronia(D) (Refiled from 86R Session)
	Last Action:	2-10-21 H Filed
HB 1821	Zwiener, Erin(D)	Relating to climate change planning and reporting.
	Last Action:	2-10-21 H Filed
HB 1847	Allen, Alma(D)	Relating to certain benefits paid by the Employees Retirement System of Texas.
	Companions:	HB 425 Allen, Alma(D) (Refiled from 86R Session)
	Last Action:	2-11-21 H Filed
HB 1866	Lucio III, Eddie(D)	Relating to certain reports created by the Texas Water Development Board.
	Last Action:	2-11-21 H Filed
HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.
	Last Action:	11-24-20 H Filed
HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.
	Last Action:	11-24-20 H Filed
HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for

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			legislative review or approval of state agency rules.	
		Companions:	HJR 88	Swanson, Valoree(R) (Refiled from 86R Session)
			HJR 149	Toth, Steve(R) (Refiled from 86R Session)
		Last Action:	11- 9-20 H Filed	
	HJR 11	Reynolds, Ron(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.	
		Companions:	HJR 21	Reynolds, Ron(D) (Refiled from 86R Session)
			SJR 7	Rodriguez, Jose(D) (Refiled from 86R Session)
			HJR 28	Larson, Lyle(R) (Identical) 11-12-20 H Filed
		Last Action:	11- 9-20 H Filed	
	HJR 13	Canales, Terry(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.	
		Companions:	SJR 8	Rodriguez, Jose(D) (Refiled from 86R Session)
			SJR 16	Eckhardt, Sarah (F)(D) (Identical) 11-12-20 S Filed
		Last Action:	11- 9-20 H Filed	
	HJR 15	Vasut, Cody (F)(R)	Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.	
		Last Action:	1-12-21 H Filed	
	HJR 17	Zwiener, Erin(D)	Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's	

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property harvesting rainwater or graywater.

Last Action: 11- 9-20 H Filed

HJR 28 — Larson, Lyle(R)

Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.

Companions:

HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)
SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
HJR 11	Reynolds, Ron(D) 11- 9-20 H Filed	(Identical)

Last Action: 11-12-20 H Filed

HJR 34 — Raymond, Richard(D)

Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.

Companions:

HJR 15	Raymond, Richard(D)	(Refiled from 86R Session)

Last Action: 11-24-20 H Filed

HJR 59 — Howard, Donna(D)

Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.

Last Action: 1-11-21 H Filed

HJR 60 — Anchia, Rafael(D)

Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.

Companions:

SJR 20	Johnson, Nathan(D) 1-11-21 S Filed	(Identical)

Last Action: 1-11-21 H Filed

HJR 65 — Vasut, Cody (F)(R)

Proposing a constitutional amendment requiring the governor to call the legislature into special session on

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		petition of at least two-thirds of the members of each house of the legislature.
	Last Action:	1-13-21 H Filed
SB 1	Nelson, Jane(R)	General Appropriations Bill.
	Last Action:	3- 2-21 S Meeting set for 9:00 A.M., E1.036, Senate Finance
SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.
	Last Action:	11- 9-20 S Filed
SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.
	Last Action:	11- 9-20 S Filed
SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.
	Last Action:	11- 9-20 S Filed
SB 73	Miles, Borris(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
	Companions:	HB 1666 Thierry, Shawn(D) (Identical) 2- 8-21 H Filed
	Last Action:	11- 9-20 S Filed
SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions.
	Companions:	HB 94 Reynolds, Ron(D) (Identical) 11- 9-20 H Filed
	Last Action:	11- 9-20 S Filed
SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
	Last Action:	11- 9-20 S Filed

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SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.	
	Last Action:	11- 9-20 S Filed	
SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.	
	Last Action:	11- 9-20 S Filed	
SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.	
	Companions:	HB 415 Guerra, Bobby(D)	(Refiled from 86R Session)
	Last Action:	11- 9-20 S Filed	
SB 151	Johnson, Nathan(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.	
	Companions:	HB 439 Canales, Terry(D)	(Identical)
		11-10-20 H Filed	
	Last Action:	11-10-20 S Filed	
SB 152	Perry, Charles(R)	Relating to the regulation of groundwater conservation districts.	
	Companions:	HB 666 Harris, Cody(R)	(Identical)
		11-30-20 H Filed	
		HB 668 Harris, Cody(R)	(Identical)
		11-30-20 H Filed	
	Last Action:	11-10-20 S Filed	
SB 154	Perry, Charles(R)	Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.	
	Last Action:	11-10-20 S Filed	
SB 157	Perry, Charles(R)	Relating to eminent domain reporting requirements for certain entities.	
	Last Action:	11-10-20 S Filed	
SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health	

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			benefit plan issuers for telemedicine medical services and telehealth services.
		Companions:	HB 515 Oliverson, Tom(R) (Identical) 11-10-20 H Filed HB 522 Johnson, Julie(D) (Identical) 11-10-20 H Filed HB 980 Fierro, Art(D) (Identical) 1- 6-21 H Filed
		Last Action:	12- 3-20 S Filed
T ☐	SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.
		Last Action:	12-17-20 S Filed
T ☐	SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients.
		Last Action:	12-17-20 S Filed
T ☐	SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.
		Last Action:	12-22-20 S Filed
T ☐	SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.
		Last Action:	1-11-21 S Filed
T ☐	SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
		Last Action:	1-11-21 S Filed
T ☐	SB 336	Johnson, Nathan(D)	Relating to egg grading.
		Last Action:	1-13-21 S Filed
T ☐	SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
		Companions:	HB 1070 Harris, Cody(R) (Identical) 1-12-21 H Filed

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		Last Action:	1-22-21 S Filed
	SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.
		Companions:	HB 974 Price, Four(R) (Identical) 1- 5-21 H Filed
		Last Action:	1-25-21 S Filed
	SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.
		Last Action:	1-25-21 S Filed
	SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.
		Last Action:	1-26-21 S Filed
	SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.
		Companions:	HB 1480 Cyrier, John(R) (Identical) 1-29-21 H Filed
		Last Action:	1-27-21 S Filed
	SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.
		Companions:	HB 386 Pacheco, Leo(D) (Identical) 11- 9-20 H Filed HB 873 Collier, Nicole(D) (Identical) 12-18-20 H Filed
		Last Action:	1-27-21 S Filed
	SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.
		Companions:	HB 1446 Ashby, Trent(R) (Identical) 1-28-21 H Filed
		Last Action:	1-28-21 S Filed
	SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.
		Last Action:	2- 1-21 S Filed
	SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.
		Last Action:	2- 2-21 S Filed

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SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.	
	Companions:	HB 903	Lozano, Jose(R) (Refiled from 86R Session)
		SB 2009	Lucio, Eddie(D) (Refiled from 86R Session)
		HB 687	Lozano, Jose(R) (Identical)
			12- 1-20 H Filed
	Last Action:	2- 3-21 S Filed	
SB 593	Hinojosa, Chuy(D)	Relating to municipal authority to annex colonias.	
	Last Action:	2- 5-21 S Filed	
SB 617	Kolkhorst, Lois(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.	
	Companions:	HB 1652	Wilson, Terry(R) (Identical)
			2- 5-21 H Filed
	Last Action:	2- 8-21 S Filed	
SB 618	Gutierrez, Roland (F)(D)	Relating to the creation of the Texas Telecommunications Infrastructure Board.	
	Last Action:	2- 8-21 S Filed	
SB 634	Kolkhorst, Lois(R)	Relating to the confidentiality of the identity of certain landowners who participate in a State Soil and Water Conservation Board program to manage or eradicate an invasive species.	
	Last Action:	2- 9-21 S Filed	
SB 639	Menendez, Jose(D)	Relating to remote meetings under the open meetings law.	
	Last Action:	2-10-21 S Filed	
SB 656	Gutierrez, Roland (F)(D)	Relating to the creation of the Val Verde County Groundwater Conservation District.	
	Last Action:	2-11-21 S Filed	
SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.	

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Companions:	SJR 8	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 13	Canales, Terry(D) 11- 9-20 H Filed	(Identical)
Last Action:	11-12-20 S Filed		
SJR 20	Johnson, Nathan(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.	
Companions:	HJR 60	Anchia, Rafael(D) 1-11-21 H Filed	(Identical)
Last Action:	1-11-21 S Filed		
SR 1	Whitmire, John(D)	Caucus resolution.	
Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)		
SR 2	Hughes, Bryan(R)	Senate rules.	
Last Action:	1-13-21 S Passed		
SR 4	Huffman, Joan(R)	Resolution that establishes Redistricting Committee.	
Last Action:	1-13-21 S Passed		

	All	**Track**
Total Bills:	178	178

Track(s):

Position: (None)

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AMERICAN OVERSIGHT

From: Jordan Gregory <Jordan.Gregory@TexasAgriculture.gov>
Sent: Friday, March 05, 2021 4:09 PM EST
To: Commissioner Sid Miller <Sid.Miller@TexasAgriculture.gov>; Jason Fearneyhough <Jason.Fearneyhough@TexasAgriculture.gov>; Dan Hunter <Dan.Hunter@TexasAgriculture.gov>; Angela Olige <Angela.Olige@TexasAgriculture.gov>; Walt L Roberts <WL.Roberts@TexasAgriculture.gov>; Freddy Vest <Freddy.Vest@TexasAgriculture.gov>; Terry Keel <Terry.Keel@TexasAgriculture.gov>; Tim Kleinschmidt <Tim.Kleinschmidt@TexasAgriculture.gov>; Shirley Beaulieu <Shirley.Beaulieu@TexasAgriculture.gov>
CC: Patricia Molina <Patricia.Molina@TexasAgriculture.gov>; Jim Reaves <Jim.Reaves@TexasAgriculture.gov>; Addie Stone <Addie.Stone@TexasAgriculture.gov>; Catherine Wright Steele <Catherine.Steele@TexasAgriculture.gov>; Philip Wright <Philip.Wright@TexasAgriculture.gov>; Karen Reichek <Karen.Reichek@TexasAgriculture.gov>
Subject: TDA Bill Tracking Report 3.5.2021
Attachment(s): "TDA Bill Tracking Report 3.5.2021.pdf"

All,

Attached is the updated legislative report of bills we are currently tracking. If you see any that you would like more information, please let me know. If you know of one that isn't on here, please let me know.

Please let me know if you have any questions.

Best,
Jordan

Jordan Gregory

Policy Specialist
Texas Department of Agriculture
(512) 463-7516 Office

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Sid Miller
Commissioner of Agriculture

AMERICAN OVERSIGHT

TDA TRACKED BILLS 3/5/21

03-05-2021 - 09:13:27

HB 1	Bonnen, Greg(R)	General Appropriations Bill.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
HB 2	Bonnen, Greg(R)	Relating to making supplemental appropriations and reductions in appropriations and giving direction and adjustment authority regarding appropriations.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
HB 4	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
	Companions:	HB 974 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed
	Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health
HB 5	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.
	Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs
HB 43	Dominguez, Alex(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with certain eligible medical conditions and the licensing of dispensing
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Education
HB 51	Talarico, James(D)	Relating to establishing an Office of Early Childhood to coordinate, consolidate and integrate early childhood programs

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	Last Action:	2-25-21 H Introduced and referred to committee on House Public Education
HB 63	King, Phil(R)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
	Last Action:	2-25-21 H Introduced and referred to committee on House Redistricting
HB 70	Swanson, Valoree(R)	Relating to legislative review and approval of certain state agency rules.
	Companions:	HB 112 Swanson, Valoree(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs
HB 75	Toth, Steve(R)	Relating to the enforcement of commercial motor vehicle safety standards in certain counties.
	Last Action:	2-25-21 H Introduced and referred to committee on House Transportation
HB 85	Toth, Steve(R)	Relating to a study conducted by the Legislative Budget Board on the impact of federal educational mandates on school districts.
	Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations
HB 91	Lucio III, Eddie(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.
	Companions:	HB 2012 Lucio III, Eddie(D) (Refiled from 86R Session) SB 804 Rodriguez, Jose(D) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Corrections
HB 94	Reynolds, Ron(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions and the licensing.
	Companions:	SB 90 Menendez, Jose(D) (Identical)

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			3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
T ☐	HB 96	Toth, Steve(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.
		Companions:	HB 4494 Toth, Steve(R) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
T ☐	HB 100	Gervin-Hawkins, Barbara(D)	Relating to a petition for a municipal animal control authority to manage dangerous dogs and aggressive dogs in the extraterritorial jurisdiction of the municipality.
		Companions:	HB 224 Gervin-Hawkins, Barbara(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
T ☐	HB 121	Minjarez, Ina(D)	Relating to the adoption of cats and dogs previously used for research.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
T ☐	HB 128	Landgraf, Brooks(R)	Relating to development corporation projects for the provision of health care and mental health care to the public.
		Last Action:	2-25-21 H Introduced and referred to committee on House International Relations/Economic Dev
T ☐	HB 136	Thierry, Shawn(D)	Relating to the confidentiality and reporting of certain information on maternal mortality to the Department of State Health Services and to a work group establishing a maternal mortality and morbidity data registry.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
T ☐	HB 152	Buckley, Brad(R)	Relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.

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		Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources
HB 168	Gonzalez, Mary(D)		Relating to the regulation of child-care facilities and registered family homes providing services to children with disabilities or special needs.
		Companions:	HB 4450 Gonzalez, Mary(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Human Services
HB 186	Zwiener, Erin(D)		Relating to an exemption from ad valorem taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means
HB 195	Bernal, Diego(D)		Relating to the regulation of migrant labor housing facilities.
		Companions:	HB 206 Bernal, Diego(D) (Refiled from 86R Session)
		Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
HB 202	Thierry, Shawn(D)		Relating to renaming the Center for Elimination of Disproportionality and Disparities to the office of health equity and to the duties of that office.
		Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 209	Thierry, Shawn(D)		Relating to a franchise tax credit for entities that establish a grocery store or healthy corner store in a food desert.
		Companions:	HB 605 Thierry, Shawn(D) (Refiled from 86R Session) SB 574 Miles, Borris(D) (Refiled from 86R Session) SB 358 Miles, Borris(D) (Identical) 1-15-21 S Filed
		Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means

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HB 216	Ortega, Lina(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.
	Last Action:	2-25-21 H Introduced and referred to committee on House Pensions/Investments/Financial Services
HB 222	Murr, Andrew(R)	Relating to liability of burn bosses in connection with certain prescribed burns.
	Last Action:	2-25-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 249	Cortez, Philip(D)	Relating to the requirements for an application for a low income housing tax credit allocation from the nonprofit set-aside.
	Last Action:	2-25-21 H Introduced and referred to committee on House Urban Affairs
HB 261	Murr, Andrew(R)	Relating to the labeling of beef, pork, beef products, and pork products.
	Last Action:	2-25-21 H Introduced and referred to committee on House Business and Industry
HB 271	Murr, Andrew(R)	Relating to the procedure by which a state agency may issue an opinion that a watercourse is navigable.
	Companions:	HB 298 Murr, Andrew(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources
HB 280	Cortez, Philip(D)	Relating to an action plan to expand telemedicine medical services and telehealth services and increase access to critical medical care and health care services in this state.
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 291	Murr, Andrew(R)	Relating to the regulation of certain aggregate production operations by the Texas Commission on Environmental Quality.
	Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation
HB 307	Collier, Nicole(D)	Relating to a defense to prosecution for the possession of certain consumable

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		hemp products containing a controlled substance or marihuana.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 316	Buckley, Brad(R)	Relating to the advertising and labeling of certain meat food products.	
	Companions:	HB 3799	Buckley, Brad (F)(R) (Refiled from 86R Session)
		SB 2035	Hall, Bob(R) (Refiled from 86R Session)
		SB 883	Springer, Drew (F)(R) (Identical) 3- 1-21 S Filed
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
HB 327	Howard, Donna(D)	Relating to the Internet broadcast or audio recording of certain open meetings.	
	Companions:	SB 341	West, Royce(D) (Identical) 1-14-21 S Filed
	Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs	
HB 337	Rosenthal, Jon(D)	Relating to the intake and disposition records of animal shelters and releasing agencies.	
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health	
HB 343	Cain, Briscoe(R)	Relating to prohibiting the purchase of certain food and drink items under the supplemental nutrition assistance program.	
	Companions:	HB 4364	Cain, Briscoe(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Human Services	
HB 348	Zwiener, Erin(D)	Relating to a requirement to make certain environmental and water use permit applications available online.	
	Companions:	HB 245	Farrar, Jessica(D) (Refiled from 86R Session)

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Last Action:	2-25-21 H Introduced and referred to committee on House Natural Resources	
HB 355	Lopez, Ray(D)	Relating to providing notice to a state representative and senator of an administrative penalty assessed by the Texas Commission on Environmental Quality.
Companions:	HB 4758 Lopez, Ray (F)(D)	(Refiled from 86R Session)
Last Action:	2-25-21 H Introduced and referred to committee on House Environmental Regulation	
HB 365	Murr, Andrew(R)	Relating to the limitation of liability for farm animal activities.
Last Action:	3- 9-21 H Meeting set for 10:00 A.M., E2.026, House Judiciary and Civil Jurisprudence	
HB 386	Pacheco, Leo(D)	Relating to the unlawful restraint of a dog.
Companions:	HB 873 Collier, Nicole(D)	(Identical)
	3- 8-21 H Meeting set for 2:00 P.M., E2.010, House Criminal Jurisprudence	
	SB 474 Lucio, Eddie(D)	(Identical)
	1-27-21 S Filed	
Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 397	Frank, James(R)	Relating to comparisons of state budgets made by the Legislative Budget Board.
Companions:	HB 689 Frank, James(R)	(Refiled from 86R Session)
Last Action:	2-25-21 H Introduced and referred to committee on House Appropriations	
HB 399	Shaheen, Matt(R)	Relating to a dog's restraint and shelter.
Companions:	HB 3940 Shaheen, Matt(R)	(Refiled from 86R Session)
Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
HB 409	Cortez, Philip(D)	Relating to waivers for entrance fees to state parks and certain hunting and fishing license fees for resident first responders.

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	Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 415	Walle, Armando(D)	Relating to doula services, including Medicaid coverage of doula services.
	Last Action:	2-25-21 H Introduced and referred to committee on House Public Health
HB 425	King, Ken(R)	Relating to the use of the universal service fund for the provision of broadband service in underserved rural areas.
	Last Action:	2-25-21 H Introduced and referred to committee on House State Affairs
HB 426	King, Ken(R)	Relating to the release of deer by certain deer breeder facilities to a low-fenced site.
	Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 429	King, Ken(R)	Relating to the coverage of damage from tornadoes and wildfires by the Texas Windstorm Insurance Association.
	Last Action:	2-25-21 H Introduced and referred to committee on House Insurance
HB 432	King, Ken(R)	Relating to a deer breeding facility affected by chronic wasting disease.
	Companions:	HB 376 King, Ken(R) (Refiled from 86R Session)
	Last Action:	2-25-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 439	Canales, Terry(D)	Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.
	Companions:	SB 151 Johnson, Nathan(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate State Affairs
	Last Action:	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 442	Israel, Celia(D)	Relating to the prima facie speed limit on certain streets and highways.
	Last Action:	2-25-21 H Introduced and referred to committee on House Transportation

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HB 447	Moody, Joe(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
Companions:	SB 1581 West, Royce(D) (Refiled from 86R Session)	
Last Action:	2-25-21 H Introduced and referred to committee on Licensing and Administrative Procedures	
HB 494	White, James(R)	Relating to the appraisal for ad valorem tax purposes of certain property that was erroneously omitted from an appraisal roll in a previous year.
Companions:	HB 2702 White, James(R) (Refiled from 86R Session) HB 984 White, James(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Ways and Means	
Last Action:	2-25-21 H Introduced and referred to committee on House Ways and Means	
HB 515	Oliverson, Tom(R)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
Companions:	HB 522 Johnson, Julie(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance SB 228 Blanco, Cesar (F)(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Business and Commerce	
Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance	
HB 520	Beckley, Michelle(D)	Relating to the regulation by the Texas Department of Transportation of right-of-way landscaping installed by utilities.
Companions:	HB 2312 Beckley, Michelle (F)(D) (Refiled from 86R Session)	

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	Last Action:	3- 1-21 H Introduced and referred to committee on House Transportation
HB 522	Johnson, Julie(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
	Companions:	HB 515 Oliverson, Tom(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance SB 228 Blanco, Cesar (F)(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
	Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance
HB 529	White, James(R)	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
HB 543	White, James(R)	Relating to the regulation of working animals by a political subdivision.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 559	White, James(R)	Relating to a fishing license fee waiver for certain residents.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Culture, Recreation, and Tourism
HB 570	Paddie, Chris(R)	Relating to small business recovery funds and insurance tax credits for certain investments in those funds.
	Last Action:	3- 1-21 H Introduced and referred to committee on House International Relations/Economic Dev
HB 580	Lopez, Ray(D)	Relating to requiring a consumer warning upon sale of certain household plants that are hazardous when ingested by canines.
	Companions:	HB 4547 Wray, John(R) (Refiled from 86R Session)

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	Last Action:	3- 1-21 H Introduced and referred to committee on House Agriculture and Livestock
HB 585	Cole, Sheryl(D)	Relating to the prosecution of and penalties for possession of marihuana.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 592	Turner, Chris(D)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
	Companions:	SB 227 Paxton, Angela(R) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Finance
	Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
HB 598	Sherman, Carl(D)	Relating to the fees charged by a third-party food delivery service to a food service establishment.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Business and Industry
HB 602	Hinojosa, Gina(D)	Relating to the provision of comprehensive health care benefits coverage through a publicly funded program to be known as the Healthy Texas Program.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Insurance
HB 604	Noble, Candy(R)	Relating to a microchip scan of animals in the custody of an animal shelter or releasing agency, including an animal rescue organization.
	Last Action:	3- 1-21 H Introduced and referred to committee on House County Affairs
HB 641	Raymond, Richard(D)	Relating to an annual state budget and legislative budget sessions in even-numbered years and to political contributions made during a legislative session.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Appropriations
HB 645	Raymond, Richard(D)	Relating to honesty in state taxation.
	Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means
HB 649	Raymond, Richard(D)	Relating to an exemption from ad valorem taxation of real property owned by a charitable organization for the purpose of renting the property at

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below-market rates to low-income and moderate-income households.

Last Action: 3- 1-21 H Introduced and referred to committee on House Ways and Means

HB 650 — Raymond, Richard(D)

Relating to an exemption from ad valorem taxation by certain taxing units of a portion of the appraised value of the residence homestead of the parent or guardian of a person who is disabled.

Last Action: 3- 1-21 H Introduced and referred to committee on House Ways and Means

HB 652 — Paul, Dennis(R)

Relating to notice of an epizootic infectious disease occurring in an animal shelter.

Last Action: 3- 1-21 H Introduced and referred to committee on House Public Health

HB 665 — Landgraf, Brooks(R)

Relating to an emergency rule adopted by a state agency during certain periods of disaster.

Companions:

SB 525	Buckingham, Dawn(R)	(Identical)
	1-29-21 S Filed	

Last Action: 3- 1-21 H Introduced and referred to committee on House State Affairs

HB 666 — Harris, Cody(R)

Relating to the regulation of groundwater conservation districts.

Companions:

HB 668	Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
SB 152	Perry, Charles(R)	(Identical)
	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs	

Last Action: 3- 1-21 H Introduced and referred to committee on House Natural Resources

HB 668 — Harris, Cody(R)

Relating to the regulation of groundwater conservation districts.

Companions:

HB 666	Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
SB 152	Perry, Charles(R)	(Identical)
	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs	

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		Last Action:	3- 1-21 H Introduced and referred to committee on House Natural Resources
HB 671	Martinez, Armando(D)		Relating to establishment of the disaster identification system for a declared state of disaster.
		Companions:	SB 328 Lucio, Eddie(D) (Identical) 1-12-21 S Filed
		Last Action:	3- 1-21 H Introduced and referred to committee on House Homeland Security and Public Safety
HB 674	Ramos, Ana-Maria(D)		Relating to informing the public about the availability of provisions in protective orders, including provisions regarding pets and other companion animals.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence
HB 687	Lozano, Jose(R)		Relating to the prosecution and punishment of the offense of smuggling of persons.
		Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) SB 576 Hinojosa, Chuy(D) (Identical) 2- 3-21 S Filed
		Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 705	Moody, Joe(D)		Relating to the provision of recovery community organization peer-to-peer services under Medicaid.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Human Services
HB 708	Shaheen, Matt(R)		Relating to creating the criminal offense of possession of an animal by a person who has been previously convicted of an offense involving animal cruelty.
		Last Action:	3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
HB 714	Reynolds, Ron(D)		Relating to the establishment of the Texas Environmental Justice Advisory Council.

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Companions:	HB 1491	Reynolds, Ron(D)	(Refiled from 86R Session)
Last Action:	3- 1-21 H Introduced and referred to committee on House Environmental Regulation		

HB 768	Patterson, Jared(R)	Relating to the requirement that certain governmental bodies make audio and video recordings of open meetings available on the Internet.
Last Action:	3- 1-21 H Introduced and referred to committee on House County Affairs	
HB 809	Johnson, Julie(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients with post-traumatic stress disorder.
Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health	
HB 815	Goodwin, Vikki(D)	Relating to the monthly amount of longevity pay for state employees.
Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs	
HB 819	White, James(R)	Relating to the creation of certain pilot programs to encourage economic and educational opportunities in certain regions of this state.

Companions:	HB 3565	White, James(R)	(Refiled from 86R Session)
	SB 2380	Hughes, Bryan(R)	(Refiled from 86R Session)
Last Action:	3- 1-21 H Introduced and referred to committee on House International Relations/Economic Dev		

HB 862	Romero, Ramon(D)	Relating to the regulation of migrant labor housing facilities.
Last Action:	3- 1-21 H Introduced and referred to committee on House Urban Affairs	
HB 873	Collier, Nicole(D)	Relating to the unlawful restraint of a dog.

Companions:	HB 386	Pacheco, Leo(D)	(Identical)

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		2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
	SB 474	Lucio, Eddie(D)	(Identical)
		1-27-21 S Filed	
	Last Action:	3- 8-21 H Meeting set for 2:00 P.M., E2.010, House Criminal Jurisprudence	
HB 898	White, James(R)	Relating to an interagency grant program to support and sustain the operations of community recovery organizations.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health	
HB 901	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Land and Resource Management	
HB 902	Burns, DeWayne(R)	Relating to the acquisition of real property by an entity with eminent domain authority.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Land and Resource Management	
HB 939	Raymond, Richard(D)	Relating to required access to care and provider network provisions in a contract between the Health and Human Services Commission and a Medicaid managed care organization.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Human Services	
HB 952	Raymond, Richard(D)	Relating to the qualification of land for appraisal for ad valorem tax purposes as qualified open-space land.	
	Companions:	HB 2160	Raymond, Richard(D) (Refiled from 86R Session)
	Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means	
HB 966	Burns, DeWayne(R)	Relating to the award of attorney's fees and other costs in certain suits involving a groundwater conservation district.	
	Last Action:	3- 1-21 H Introduced and referred to committee on House Natural Resources	

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HB 974	Price, Four(R)	Relating to telemedicine, telehealth, and technology-related health care services.
Companions:	HB 4 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health SB 412 Buckingham, Dawn(R) (Identical) 1-25-21 S Filed	
Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health	
HB 1044	Anchia, Rafael(D)	Relating to establishing the Texas Climate Change Mitigation and Adaptation Commission to study and address the impacts of climate change in this state.
Companions:	HB 928 Anchia, Rafael(D) (Refiled from 86R Session)	
Last Action:	3- 4-21 H Introduced and referred to committee on House Environmental Regulation	
HB 1046	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the Texas House of Representatives.
Companions:	HB 2137 Collier, Nicole(D) (Identical) 2-23-21 H Filed	
Last Action:	3- 4-21 H Introduced and referred to committee on House Redistricting	
HB 1047	Anchia, Rafael(D)	Relating to the composition of districts for the election of members of the United States House of Representatives from the State of Texas.
Companions:	HB 2138 Collier, Nicole(D) (Identical) 2-23-21 H Filed	
Last Action:	3- 4-21 H Introduced and referred to committee on House Redistricting	
HB 1070	Harris, Cody(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
Companions:	SB 395 Perry, Charles(R) (Identical) 1-22-21 S Filed	
Last Action:	3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock	

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HB 1078	Landgraf, Brooks(R)	Relating to liability arising from farm animal activities.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Judiciary and Civil Jurisprudence	
HB 1083	King, Phil(R)	Relating to termination of the ownership interest in an animal impounded by an animal shelter.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House County Affairs	
HB 1109	Dominguez, Alex(D)	Relating to the use of medical cannabis by veterans for post-traumatic stress disorder and the licensing of associated cultivating or dispensing organizations.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Public Health	
HB 1110	Johnson, Julie(D)	Relating to payment of the replacement cost of damaged property under a residential property insurance policy.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Insurance	
HB 1134	Landgraf, Brooks(R)	Relating to the home-delivered meal program.	
	Companions:	SB 732 Hughes, Bryan(R) (Identical) 2-22-21 S Filed	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Human Services	
HB 1143	Ramos, Ana-Maria(D)	Relating to the publication of pathogen-related fresh water data by the Texas Commission on Environmental Quality.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Natural Resources	
HB 1164	Oliverson, Tom(R)	Relating to the designation of centers of excellence for the management and treatment of placenta accreta spectrum disorder.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Public Health	
HB 1259	Darby, Drew(R)	Relating to the rural veterinarian incentive program.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Higher Education	
HB 1266	Kacal, Kyle(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification	

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		Council and the Texas Crop Improvement Association.	
	Companions:	HB 2166 Kacal, Kyle(R)	(Refiled from 86R Session)
		SB 677 Springer, Drew (F)(R)	(Identical)
		2-12-21 S Filed	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock	
HB 1276	Parker, Tan(R)	Relating to the sale of certain food by food service establishments.	
	Companions:	SB 843 Springer, Drew (F)(R)	(Identical)
		2-26-21 S Filed	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Public Health	
HB 1282	Deshotel, Joe(D)	Relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House State Affairs	
HB 1294	Guillen, Ryan(D)	Relating to the exemption of rural transit districts from motor fuel taxes.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Ways and Means	
HB 1301	Guillen, Ryan(D)	Relating to the services provided by a colonia self-help center.	
	Last Action:	3- 4-21 H Introduced and referred to committee on House Urban Affairs	
HB 1371	Guerra, Bobby(D)	Relating to the continuation of the Trade Agricultural Inspection Grant Program.	
	Last Action:	1-26-21 H Filed	
HB 1395	Middleton, Mayes(R)	Relating to ad valorem taxation.	
	Last Action:	1-27-21 H Filed	
HB 1446	Ashby, Trent(R)	Relating to the expansion of broadband services to certain areas.	
	Companions:	SB 506 Nichols, Robert(R)	(Identical)
		1-28-21 S Filed	
	Last Action:	1-28-21 H Filed	
HB 1469	Hefner, Cole(R)	Relating to the appraisal of land for ad valorem tax purposes as qualified open-space land following a transfer between family members.	

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Companions:	HB 1188	Hefner, Cole(R)	(Refiled from 86R Session)
Last Action:	1-29-21 H Filed		
HB 1479	Cyrier, John(R)	Relating to charging exorbitant or excessive prices for certain agricultural goods during a declared disaster.	
Last Action:	1-29-21 H Filed		
HB 1480	Cyrier, John(R)	Relating to the protection of animal and crop facilities.	
Companions:	SB 472	Kolkhorst, Lois(R) 1-27-21 S Filed	(Identical)
Last Action:	1-29-21 H Filed		
HB 1491	Dean, Jay(R)	Relating to the liability of a rural or community hospital for a health care liability claim.	
Companions:	HB 3997	Sheffield, J.D.(R)	(Refiled from 86R Session)
Last Action:	1-29-21 H Filed		
HB 1503	Crockett, Jasmine (F)(D)	Relating to the punishment for the offense of criminal trespass.	
Last Action:	2- 1-21 H Filed		
HB 1511	Button, Angie Chen(R)	Relating to the creation of the connectivity office within the office of the governor.	
Last Action:	2- 1-21 H Filed		
HB 1544	Guillen, Ryan(D)	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land if the land is temporarily used for sand mining operations.	
Last Action:	2- 3-21 H Filed		
HB 1631	Guerra, Bobby(D)	Relating to the requirements for an application for a permit to manage wildlife and exotic animals from aircraft.	
Last Action:	2- 5-21 H Filed		
HB 1652	Wilson, Terry(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.	
Companions:	SB 617	Kolkhorst, Lois(R)	(Identical)

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		2- 8-21 S Filed
	Last Action:	2- 5-21 H Filed
HB 1666	Thierry, Shawn(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
	Companions:	SB 73 Miles, Borris(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
	Last Action:	2- 8-21 H Filed
HB 1686	Cortez, Philip(D)	Relating to the regulation of food production on single-family residential lots by a municipality or property owners' association.
	Last Action:	2- 8-21 H Filed
HB 1718	Rodriguez, Eddie(D)	Relating to the equalization of the rates of production fees charged on certain wells by the Barton Springs-Edwards Aquifer Conservation District.
	Last Action:	2- 9-21 H Filed
HB 1720	Reynolds, Ron(D)	Relating to the inclusion of certain areas in a county assistance district.
	Last Action:	2- 9-21 H Filed
HB 1733	Krause, Matt(R)	Relating to insurance premium tax credits for investments supporting agriculture and rural development projects.
	Last Action:	2- 9-21 H Filed
HB 1764	Guillen, Ryan(D)	Relating to authorizing certain counties to impose a hotel occupancy tax and the use of revenue from that tax.
	Companions:	SB 696 Zaffirini, Judith(D) (Identical) 2-22-21 S Filed
	Last Action:	2-10-21 H Filed
HB 1778	Oliverson, Tom(R)	Relating to the authority of a physician to provide and dispense and to delegate authority to provide and dispense certain drugs.
	Last Action:	2-10-21 H Filed
HB 1794	Johnson, Julie(D)	Relating to the liability of an owner, lessee, or occupant of real property in connection with the use of or entry onto the property.
	Last Action:	2-10-21 H Filed

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HB 1805	Moody, Joe(D)	Relating to the award of good conduct time to certain inmates.
Companions:	HB 1271	Thompson, Senfronia(D) (Refiled from 86R Session)
Last Action:	2-10-21 H Filed	
HB 1821	Zwiener, Erin(D)	Relating to climate change planning and reporting.
Last Action:	2-10-21 H Filed	
HB 1847	Allen, Alma(D)	Relating to certain benefits paid by the Employees Retirement System of Texas.
Companions:	HB 425	Allen, Alma(D) (Refiled from 86R Session)
Last Action:	2-11-21 H Filed	
HB 1866	Lucio III, Eddie(D)	Relating to certain reports created by the Texas Water Development Board.
Companions:	SB 669	Springer, Drew (F)(R) (Identical) 2-12-21 S Filed
Last Action:	2-11-21 H Filed	
HB 1888	Fierro, Art(D)	Relating to the authority of all governmental bodies to hold open and closed meetings by telephone or videoconference call.
Last Action:	2-12-21 H Filed	
HB 1922	Thierry, Shawn(D)	Relating to a state plan for responding to pandemics.
Companions:	HB 2271	Turner, John(D) (Identical) 2-24-21 H Filed
	SB 435	Blanco, Cesar (F)(D) (Identical) 1-26-21 S Filed
Last Action:	2-12-21 H Filed	
HB 1939	Smith, Reggie(R)	Relating to the limitations periods for certain suits against real estate appraisers and appraisal firms.
Last Action:	2-16-21 H Filed	
HB 1941	Goodwin, Vikki(D)	Relating to the use of certain devices to train or control the behavior of an elephant.
Last Action:	2-16-21 H Filed	

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HB 1947	Ordaz Perez, Claudia (F)(D)	Relating to the permitting of medical waste facilities by the Texas Commission on Environmental Quality.	
		Last Action:	2-17-21 H Filed
HB 1949	Crockett, Jasmine (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.	
		Companions:	HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
			SB 306 Eckhardt, Sarah (F)(D) (Identical) 1-11-21 S Filed
		Last Action:	2-17-21 H Filed
HB 1956	Beckley, Michelle(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.	
		Last Action:	2-19-21 H Filed
HB 1957	Kuempel, John(R)	Relating to the labeling of wine as originating from an area of this state.	
		Last Action:	2-19-21 H Filed
HB 1958	Gonzalez, Mary(D)	Relating to the regulation of livestock export-import processing facilities.	
		Last Action:	2-19-21 H Filed
HB 1982	Pacheco, Leo(D)	Relating to the prescription and dispensing of medical cannabis.	
		Last Action:	2-22-21 H Filed
HB 1990	Thierry, Shawn(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.	
		Companions:	SB 434 Blanco, Cesar (F)(D) (Identical) 1-26-21 S Filed
		Last Action:	2-22-21 H Filed
HB 1991	Thierry, Shawn(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.	
		Companions:	SB 147 Powell, Beverly(D) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
		Last Action:	2-22-21 H Filed

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HB 2028	Lambert, Stan(R)	Relating to egg grading.
Companions:	SB 336	Johnson, Nathan(D) (Identical) 1-13-21 S Filed
Last Action:	2-22-21 H Filed	
HB 2043	Leman, Ben(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if the use of the land changes as a result of a condemnation.
Companions:	SB 725	Schwertner, Charles(R) (Identical) 2-22-21 S Filed
Last Action:	2-22-21 H Filed	
HB 2089	Burrows, Dustin(R)	Relating to the detection and mitigation of plant pests and diseases.
Companions:	SB 731	Perry, Charles(R) (Identical) 2-22-21 S Filed
Last Action:	2-23-21 H Filed	
HB 2106	Perez, Mary Ann(D)	Relating to the prevention, identification, investigation, and enforcement of payment card fraud.
Companions:	SB 964	Zaffirini, Judith(D) (Identical) 3- 3-21 S Filed
Last Action:	2-23-21 H Filed	
HB 2213	Frullo, John(R)	Relating to the slaughter and processing of exotic animals for donation to a nonprofit food bank.
Last Action:	2-24-21 H Filed	
HB 2277	Rogers, Glenn (F)(R)	Relating to marketing and labeling requirements for certain food products, including imitation meat food products.
Last Action:	2-25-21 H Filed	
HB 2288	White, James(R)	Relating to the repeal of the additional ad valorem taxes imposed as a result of the sale or change in the use of land appraised as agricultural or open-space land.
Last Action:	2-25-21 H Filed	
HB 2397	Rodriguez, Eddie(D)	Relating to the administration, implementation, and enforcement of federal produce safety standards by the Department of Agriculture.
Last Action:	2-26-21 H Filed	

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HB 2428	Murr, Andrew(R)	Relating to the calculation of net to land in the appraisal of open-space land for ad valorem tax purposes.
	Last Action:	2-26-21 H Filed
HB 2493	Morales, Eddie (F)(D)	Relating to student loan repayment assistance for certain health care workers employed in rural counties.
	Last Action:	3- 1-21 H Filed
HB 2510	Noble, Candy(R)	Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.
	Companions:	SB 197 Nelson, Jane(R) (Identical) 3- 3-21 S Introduced and referred to committee on Senate Finance
	Last Action:	3- 1-21 H Filed
HB 2535	Sanford, Scott(R)	Relating to the appraisal for ad valorem tax purposes of real property that includes improvements used for the noncommercial production of food for personal consumption.
	Companions:	HB 2121 Bailes, Ernest(R) (Refiled from 86R Session) HB 2182 Toth, Steve(R) (Refiled from 86R Session)
	Last Action:	3- 1-21 H Filed
HB 2542	Rose, Toni(D)	Relating to considering criminal history in employment decisions.
	Last Action:	3- 2-21 H Filed
HB 2560	Martinez, Armando(D)	Relating to remote meetings under the open meetings law.
	Companions:	SB 639 Menendez, Jose(D) (Identical) 2-10-21 S Filed
	Last Action:	3- 2-21 H Filed
HB 2568	Crockett, Jasmine (F)(D)	Relating to the manufacture, delivery, and possession of certain tetrahydrocannabinols under the Texas Controlled Substances Act.
	Last Action:	3- 2-21 H Filed
HB 2580	Leach, Jeff(R)	Relating to the operation and administration of the State Office of Administrative Hearings, including

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			procedures during a declared disaster and the use of videoconferencing technology to conduct administrative hearings.
		Last Action:	3- 2-21 H Filed
	HB 2593	Moody, Joe(D)	Relating to the criminal penalties for the possession of certain tetrahydrocannabinols under the Texas Controlled Substances Act.
		Last Action:	3- 2-21 H Filed
	HB 2612	Raney, John(R)	Relating to the provision of Medicaid and child health plan program services using telecommunications or information technology and to reimbursement for those services.
		Last Action:	3- 2-21 H Filed
	HB 2616	White, James(R)	Relating to a voluntary labeling program for meat and poultry products originating in this state.
		Last Action:	3- 2-21 H Filed
	HB 2619	Wilson, Terry(R)	Relating to the creation and administration of the On-The-Ground Conservation Program by the State Soil and Water Conservation Board.
		Last Action:	3- 2-21 H Filed
	HB 2620	Wilson, Terry(R)	Relating to the treatment of wineries during a state of disaster or emergency.
		Last Action:	3- 2-21 H Filed
	HB 2662	Krause, Matt(R)	Relating to the elimination of certain regulations waived during the coronavirus disease (COVID-19) pandemic.
		Last Action:	3- 3-21 H Filed
	HB 2667	Smithee, John(R)	Relating to the definition of telecommunications providers and the Texas Universal Service Fund, authorizing an assessment.
		Last Action:	3- 3-21 H Filed
	HB 2730	Deshotel, Joe(D)	Relating to the acquisition of real property by an entity with eminent domain authority.
		Last Action:	3- 3-21 H Filed
	HB 2750	Pacheco, Leo(D)	Relating to the exemption of certain activities from regulation as a structural pest control service.

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		Last Action:	3- 3-21 H Filed
	HB 2777	Pacheco, Leo(D)	Relating to the regulation of reroofing contractors.
		Last Action:	3- 3-21 H Filed
	HB 2792	Darby, Drew(R)	Relating to a pilot project to provide emergency telemedicine medical services in rural areas.
		Last Action:	3- 3-21 H Filed
	HB 2840	Longoria, Oscar(D)	Relating to the inapplicability of state citrus fruit maturity standards to grapefruit and oranges processed for juice.
		Last Action:	3- 4-21 H Filed
	HB 2841	Longoria, Oscar(D)	Relating to suits to collect assessments owed by certain citrus producers.
		Last Action:	3- 4-21 H Filed
	HCR 8	Raymond, Richard(D)	Urging the U.S. Congress to propose and submit to the states for ratification a federal balanced budget amendment to the U.S. Constitution.
		Last Action:	11-24-20 H Filed
	HCR 9	Raymond, Richard(D)	Urging the United States Congress to conduct a cost-benefit analysis regarding the risks of climate change and appropriate measures to address them.
		Last Action:	11-24-20 H Filed
	HJR 6	Swanson, Valoree(R)	Proposing a constitutional amendment authorizing the legislature to provide for legislative review or approval of state agency rules.
		Companions:	HJR 88 Swanson, Valoree(R) (Refiled from 86R Session) HJR 149 Toth, Steve(R) (Refiled from 86R Session)
		Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs
	HJR 11	Reynolds, Ron(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.

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Companions:	HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)
	SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 28	Larson, Lyle(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Public Health		
Last Action:	3- 1-21 H Introduced and referred to committee on House Public Health		

HJR 13 Canales, Terry(D)

Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.

Companions:	SJR 8	Rodriguez, Jose(D)	(Refiled from 86R Session)
	SJR 16	Eckhardt, Sarah (F)(D)	(Identical)
	3- 3-21 S Introduced and referred to committee on Senate State Affairs		
Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs		

HJR 15 Vasut, Cody (F)(R)

Applying to the Congress of the United States to call a convention under Article V of the United States Constitution for the limited purpose of proposing an amendment to the constitution.

Last Action:	3- 1-21 H Introduced and referred to committee on House State Affairs

HJR 17 Zwiener, Erin(D)

Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property harvesting rainwater or graywater.

Last Action:	3- 1-21 H Introduced and referred to committee on House Ways and Means

HJR 28 Larson, Lyle(R)

Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis for medical use.

Companions:	HJR 21	Reynolds, Ron(D)	(Refiled from 86R Session)

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	SJR 7	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 11	Reynolds, Ron(D)	(Identical)
		3- 1-21 H Introduced and referred to committee on House Public Health	

Last Action: 3- 1-21 H Introduced and referred to committee on House Public Health

HJR 34 Raymond, Richard(D)

Proposing a constitutional amendment providing for an annual state budget and annual legislative sessions for budget purposes.

Companions:	HJR 15	Raymond, Richard(D)	(Refiled from 86R Session)

Last Action: 3- 1-21 H Introduced and referred to committee on House Appropriations

HJR 59 Howard, Donna(D)

Proposing a constitutional amendment establishing the Texas Redistricting Commission to redistrict the Texas Legislature and Texas congressional districts and revising procedures for redistricting.

Last Action: 1-11-21 H Filed

HJR 60 Anchia, Rafael(D)

Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session on petition of at least two-thirds of the members.

Companions:	SJR 20	Johnson, Nathan(D)	(Identical)
		1-11-21 S Filed	

Last Action: 1-11-21 H Filed

HJR 65 Vasut, Cody (F)(R)

Proposing a constitutional amendment requiring the governor to call the legislature into special session on petition of at least two-thirds of the members of each house of the legislature.

Last Action: 1-13-21 H Filed

HJR 106 White, James(R)

Proposing a constitutional amendment repealing the provision that subjects land designated for agricultural use to an additional tax when the land is

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		diverted to a purpose other than agricultural use or sold.		
	Companions:	HJR 107	Sanford, Scott(R)	(Refiled from 86R Session)
	Last Action:	2-25-21 H Filed		
SB 1	Nelson, Jane(R)	General Appropriations Bill.		
	Last Action:	3- 8-21 S Meeting set for 10:00 A.M., E1.036, Senate Finance		
SB 5	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.		
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Transportation		
SB 40	Zaffirini, Judith(D)	Relating to the use of telehealth in health professional programs administered by the Texas Department of Licensing and Regulation.		
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce		
SB 43	Zaffirini, Judith(D)	Relating to residential mortgage loans, including the financing of residential real estate purchases by means of a wrap mortgage loan.		
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Natural Resources/Economic Development		
SB 48	Zaffirini, Judith(D)	Relating to conditions of community supervision for defendants convicted of certain criminal offenses involving animals.		
	Companions:	HB 2012	Lucio III, Eddie(D)	(Refiled from 86R Session)
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Criminal Justice		
SB 64	Nelson, Jane(R)	Relating to a mental health program that includes peer-to-peer counseling for certain law enforcement personnel.		
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services		

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SB 73	Miles, Borris(D)	Relating to providing access to local health departments and certain health service regional offices under Medicaid.
Companions:	HB 1666 Thierry, Shawn(D) (Identical) 2- 8-21 H Filed	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 90	Menendez, Jose(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by qualifying patients with certain debilitating medical conditions.
Companions:	HB 94 Reynolds, Ron(D) (Identical) 2-25-21 H Introduced and referred to committee on House Public Health	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 140	Gutierrez, Roland (F)(D)	Relating to the regulation of the cultivation, manufacture, distribution, sale, testing, possession, and use of cannabis and cannabis products.
Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs	
SB 147	Powell, Beverly(D)	Relating to the maternal mental health peer support pilot program for perinatal mood and anxiety disorder.
Companions:	HB 1991 Thierry, Shawn(D) (Identical) 2-22-21 H Filed	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 149	Powell, Beverly(D)	Relating to the prosecution of the offense of operation of an unmanned aircraft over certain facilities.
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Veteran Affairs and Border Security	
SB 150	Powell, Beverly(D)	Relating to the procedure for adoption by a state agency of rules that may have an adverse economic effect on small businesses, micro-businesses, and rural communities.

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Companions:	HB 415 Guerra, Bobby(D)	(Refiled from 86R Session)
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce	

SB 151 Johnson, Nathan(D)

Relating to the criminal penalties for possession or delivery of marihuana and marihuana concentrate.

Companions:	HB 439 Canales, Terry(D)	(Identical)
	2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs	

SB 152 Perry, Charles(R)

Relating to the regulation of groundwater conservation districts.

Companions:	HB 666 Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
	HB 668 Harris, Cody(R)	(Identical)
	3- 1-21 H Introduced and referred to committee on House Natural Resources	
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Water, Agriculture and Rural Affairs	

SB 154 Perry, Charles(R)

Relating to the creation of the broadband office within the Public Utility Commission of Texas and the establishment of a broadband service investment grant program.

Last Action:	3- 3-21 S Introduced and referred to committee on Senate Transportation

SB 157 Perry, Charles(R)

Relating to eminent domain reporting requirements for certain entities.

Last Action:	3- 8-21 S Meeting set for 9:00 A.M., SENATE CHAMBER, Senate State Affairs

SB 197 Nelson, Jane(R)

Relating to a sales and use tax exemption for animals adopted from or sold by nonprofit animal welfare organizations.

Companions:	HB 2510 Noble, Candy(R)	(Identical)
	3- 1-21 H Filed	

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	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Finance
SB 227	Paxton, Angela(R)	Relating to a sales and use tax exemption for animals adopted from or sold by animal rescue groups.
	Companions:	HB 592 Turner, Chris(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Ways and Means
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Finance
SB 228	Blanco, Cesar (F)(D)	Relating to the reimbursement and payment of claims by certain health benefit plan issuers for telemedicine medical services and telehealth services.
	Companions:	HB 515 Oliverson, Tom(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 522 Johnson, Julie(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance HB 980 Fierro, Art(D) (Identical) 3- 1-21 H Introduced and referred to committee on House Insurance
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
SB 249	Schwertner, Charles(R)	Relating to business interruption insurance coverage for losses arising from a pandemic.
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Business and Commerce
SB 250	Alvarado, Carol(D)	Relating to authorizing the possession, use, cultivation, distribution, transportation, and delivery of medical cannabis for medical use by patients.
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services
SB 269	West, Royce(D)	Relating to the regulation of the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis.
	Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs

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SB 276	Hinojosa, Chuy(D)	Relating to notice of an infectious disease occurring in an animal shelter and the quarantine of certain infectious animals at the shelter.
Last Action:	3- 3-21 S Introduced and referred to committee on Senate Health and Human Services	
SB 304	Eckhardt, Sarah (F)(D)	Relating to a state goal for competitive zero-carbon electric generation.
Last Action:	1-11-21 S Filed	
SB 306	Eckhardt, Sarah (F)(D)	Relating to information on projected changes in weather, water availability, and climate variability in strategic plans of certain state agencies.
Companions:	HB 1949 Crockett, Jasmine (F)(D) (Identical) 2-17-21 H Filed HB 2017 Thierry, Shawn(D) (Identical) 2-22-21 H Filed	
Last Action:	1-11-21 S Filed	
SB 323	West, Royce(D)	Relating to the licensing and regulation of dog and cat breeders.
Last Action:	1-12-21 S Filed	
SB 336	Johnson, Nathan(D)	Relating to egg grading.
Companions:	HB 2028 Lambert, Stan(R) (Identical) 2-22-21 H Filed	
Last Action:	1-13-21 S Filed	
SB 395	Perry, Charles(R)	Relating to the performance of pest control work by persons who hold a commercial or noncommercial applicator license issued by the Department of Agriculture.
Companions:	HB 1070 Harris, Cody(R) (Identical) 3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock	
Last Action:	1-22-21 S Filed	
SB 412	Buckingham, Dawn(R)	Relating to telemedicine, telehealth, and technology-related health care services.
Companions:	HB 4 Price, Four(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Public Health HB 974 Price, Four(R) (Identical)	

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		3- 1-21 H Introduced and referred to committee on House Public Health
	Last Action:	1-25-21 S Filed
SB 431	Hinojosa, Chuy(D)	Relating to claims processes and reimbursement for, and overpayment recoupment processes imposed on, health care providers under Medicaid.
	Last Action:	1-25-21 S Filed
SB 434	Blanco, Cesar (F)(D)	Relating to the provision and delivery of certain health, mental health, and educational services in this state, including the delivery of those services using telecommunications or information technology.
	Companions:	HB 1990 Thierry, Shawn(D) (Identical) 2-22-21 H Filed
	Last Action:	1-26-21 S Filed
SB 435	Blanco, Cesar (F)(D)	Relating to a state plan for responding to pandemics.
	Companions:	HB 1922 Thierry, Shawn(D) (Identical) 2-12-21 H Filed HB 2271 Turner, John(D) (Identical) 2-24-21 H Filed
	Last Action:	1-26-21 S Filed
SB 472	Kolkhorst, Lois(R)	Relating to the protection of animal and crop facilities.
	Companions:	HB 1480 Cyrier, John(R) (Identical) 1-29-21 H Filed
	Last Action:	1-27-21 S Filed
SB 474	Lucio, Eddie(D)	Relating to the unlawful restraint of a dog.
	Companions:	HB 386 Pacheco, Leo(D) (Identical) 2-25-21 H Introduced and referred to committee on House Criminal Jurisprudence HB 873 Collier, Nicole(D) (Identical) 3- 8-21 H Meeting set for 2:00 P.M., E2.010, House Criminal Jurisprudence
	Last Action:	1-27-21 S Filed
SB 506	Nichols, Robert(R)	Relating to the expansion of broadband services to certain areas.
	Companions:	HB 1446 Ashby, Trent(R) (Identical) 1-28-21 H Filed
	Last Action:	1-28-21 S Filed

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SB 535	Eckhardt, Sarah (F)(D)	Relating to the criteria for review by the Sunset Advisory Commission of a state agency.
	Last Action:	2- 1-21 S Filed
SB 563	Gutierrez, Roland (F)(D)	Relating to the classification of certain exotic livestock and exotic and nongame animals.
	Last Action:	2- 2-21 S Filed
SB 576	Hinojosa, Chuy(D)	Relating to the prosecution and punishment of the offense of smuggling of persons.
	Companions:	HB 903 Lozano, Jose(R) (Refiled from 86R Session) SB 2009 Lucio, Eddie(D) (Refiled from 86R Session) HB 687 Lozano, Jose(R) (Identical) 3- 1-21 H Introduced and referred to committee on House Criminal Jurisprudence
	Last Action:	2- 3-21 S Filed
SB 593	Hinojosa, Chuy(D)	Relating to municipal authority to annex colonias.
	Last Action:	2- 5-21 S Filed
SB 617	Kolkhorst, Lois(R)	Relating to the regulation of certain direct sales of food to consumers and a limitation on the fee amount for certain permits.
	Companions:	HB 1652 Wilson, Terry(R) (Identical) 2- 5-21 H Filed
	Last Action:	2- 8-21 S Filed
SB 618	Gutierrez, Roland (F)(D)	Relating to the creation of the Texas Telecommunications Infrastructure Board.
	Last Action:	2- 8-21 S Filed
SB 634	Kolkhorst, Lois(R)	Relating to the confidentiality of the identity of certain landowners who participate in a State Soil and Water Conservation Board program to manage or eradicate an invasive species.
	Last Action:	2- 9-21 S Filed
SB 639	Menendez, Jose(D)	Relating to remote meetings under the open meetings law.
	Companions:	HB 2560 Martinez, Armando(D) (Identical)

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		3- 2-21 H Filed		
	Last Action:	2-10-21 S Filed		
SB 656	Gutierrez, Roland (F)(D)	Relating to the creation of the Val Verde County Groundwater Conservation District.		
	Last Action:	2-11-21 S Filed		
SB 669	Springer, Drew (F)(R)	Relating to certain reports by the Texas Water Development Board.		
	Companions:	HB 1866	Lucio III, Eddie(D)	(Identical)
		2-11-21 H Filed		
	Last Action:	2-12-21 S Filed		
SB 674	Buckingham, Dawn(R)	Relating to the availability of antipsychotic prescription drugs under the vendor drug program and Medicaid managed care.		
	Companions:	HB 2822	Hull, Lacey (F)(R)	(Identical)
		3- 4-21 H Filed		
	Last Action:	2-12-21 S Filed		
SB 677	Springer, Drew (F)(R)	Relating to the administration of seed and plant certification in this state by the State Seed and Plant Certification Council and the Texas Crop Improvement Association.		
	Companions:	HB 2166	Kacal, Kyle(R)	(Refiled from 86R Session)
		HB 1266	Kacal, Kyle(R)	(Identical)
		3- 4-21 H Introduced and referred to committee on House Agriculture and Livestock		
	Last Action:	2-12-21 S Filed		
SB 682	Blanco, Cesar (F)(D)	Relating to the regulation of migrant labor housing facilities.		
	Companions:	HB 50	Romero, Ramon(D)	(Refiled from 86R Session)
	Last Action:	2-22-21 S Filed		
SB 703	Buckingham, Dawn(R)	Relating to the continuation and functions of the Department of Agriculture, the Prescribed Burning Board, and the Texas Boll Weevil Eradication Foundation.		
	Last Action:	2-25-21 S Filed		

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SB 705	Lucio, Eddie(D)	Relating to the continuation and functions of the Texas Animal Health Commission.
	Last Action:	2-26-21 S Filed
SB 725	Schwertner, Charles(R)	Relating to the qualification of land for appraisal for ad valorem tax purposes as agricultural land and the liability for the additional tax imposed on such land if the use of the land changes as a result of a condemnatio
	Companions:	HB 2043 Leman, Ben(R) (Identical) 2-22-21 H Filed
	Last Action:	2-22-21 S Filed
SB 731	Perry, Charles(R)	Relating to the detection and mitigation of plant pests and diseases.
	Companions:	HB 2089 Burrows, Dustin(R) (Identical) 2-23-21 H Filed
	Last Action:	2-22-21 S Filed
SB 742	Birdwell, Brian(R)	Relating to installment payments of ad valorem taxes on property in a disaster area.
	Last Action:	2-23-21 S Filed
SB 801	Kolkhorst, Lois(R)	Relating to the development of an agriculture education program for public elementary schools.
	Last Action:	2-25-21 S Filed
SB 814	Buckingham, Dawn(R)	Relating to the amount of wine certain wineries may sell directly to consumers.
	Last Action:	2-25-21 S Filed
SB 843	Springer, Drew (F)(R)	Relating to the sale of certain food by food service establishments.
	Companions:	HB 1276 Parker, Tan(R) (Identical) 3- 4-21 H Introduced and referred to committee on House Public Health
	Last Action:	2-26-21 S Filed
SB 867	Springer, Drew (F)(R)	Relating to an animal share exemption for certain meat and meat food products.
	Last Action:	3- 1-21 S Filed
SB 883	Springer, Drew (F)(R)	Relating to the advertising and labeling of certain meat food products.
	Companions:	HB 3799 Buckley, Brad (F)(R) (Refiled from 86R Session)

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	SB 2035	Hall, Bob(R)	(Refiled from 86R Session)
	HB 316	Buckley, Brad(R)	(Identical)
	2-25-21 H Introduced and referred to committee on House Public Health		
Last Action:	3- 1-21 S Filed		

SB 905	Perry, Charles(R)	Relating to guidance on the regulations applicable to the potable reuse of wastewater.
Last Action:	3- 1-21 S Filed	
SB 964	Zaffirini, Judith(D)	Relating to the prevention, identification, investigation, and enforcement of payment card fraud.

Companions:	HB 2106	Perez, Mary Ann(D)	(Identical)
	2-23-21 H Filed		
Last Action:	3- 3-21 S Filed		

SB 995	Powell, Beverly(D)	Relating to the establishment of the disaster reinvestment and infrastructure planning board and the creation of the disaster reinvestment and infrastructure planning revolving fund.
Last Action:	3- 3-21 S Filed	
SB 1002	Springer, Drew (F)(R)	Relating to reducing the criminal penalty for the operation of overweight vehicles transporting livestock.
Last Action:	3- 4-21 S Filed	
SJR 16	Eckhardt, Sarah (F)(D)	Proposing a constitutional amendment to authorize and regulate the possession, cultivation, and sale of cannabis.

Companions:	SJR 8	Rodriguez, Jose(D)	(Refiled from 86R Session)
	HJR 13	Canales, Terry(D)	(Identical)
	3- 1-21 H Introduced and referred to committee on House State Affairs		
Last Action:	3- 3-21 S Introduced and referred to committee on Senate State Affairs		

SJR 20	Johnson, Nathan(D)	Proposing a constitutional amendment requiring the lieutenant governor and speaker of the house of representatives to call the legislature into special session.

Companions:	HJR 60	Anchia, Rafael(D)	(Identical)

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		1-11-21 H Filed
	Last Action:	1-11-21 S Filed
SR 1	Whitmire, John(D)	Caucus resolution.
	Last Action:	1-13-21 S Passed (Vote: Y: 31/N: 0)
SR 2	Hughes, Bryan(R)	Senate rules.
	Last Action:	1-13-21 S Passed
SR 4	Huffman, Joan(R)	Resolution that establishes Redistricting Committee.
	Last Action:	1-13-21 S Passed

	All	**Track**
Total Bills:	253	253

Track(s):

Position: (None)

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