



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, FEBRUARY 26, 2024, 6:00 PM**

AGENDA

Call to Order

Roll Call

Pledge of Allegiance to the U.S. And Texas Flags

Invocation

Presentation of Awards

1. Salvation Army Mayors Red Kettle Challenge
2. Carey Dunn
3. Jeffrey McSpedden

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

Items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Town Council.

- [4.](#) January 2024 Council Meeting Minutes
- [5.](#) January 2024 Financial Statements
- [6.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 4, 2024, general town election; providing for declaration of office; providing for cancellation.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.
- [8.](#) Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and the Texas Department of Public Safety concerning the Failure to Appear Program.
9. Consider and act on authorizing the Town Manager and Town Attorney to negotiate the terms of an Interlocal Agreement with the City of Lake Dallas concerning the Carlise Drive Reconstruction Project.

Regular Agenda

- [10.](#) Consider and act on granting an exception to Chick-fil-A, 3550 FM 2181, Hickory Creek, Texas from the Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs concerning dimension and location requirements.
- [11.](#) Consider and act on allocating funds for the National Medal of Honor Griffin Institute Course, "The Mayor's Course, Leading in the Moment: Applying the Medal of Honor Values to Work and Life."
12. Receive an update from Chief Dunn concerning police department activity since the November 2023 council meeting and discuss same.
- [13.](#) Receive an update from John Smith, Town Manager, concerning the 2020 Parks, Recreation & Open Space Master Plan and discuss the same.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council will convene into executive session to discuss the following matters.

Section 551.071

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

14. Discussion regarding Denton CAD Property ID# 62326

Section 551.072

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

15. Discussion regarding certain real property generally located, North of Interstate 35E, Lake Lewisville Bridge, South of FM 2181, East of Ronald Reagan Avenue and West of Interstate 35E.

Reconvene into Open Session

16. Discussion and possible action regarding matters discussed in executive session.

Future Agenda Items

The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on February 21, 2024 at 4:00 p.m.

A handwritten signature in cursive script, appearing to read "Kristi D. Rogers", written over a horizontal line.

Kristi Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JANUARY 29, 2024**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:00 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Craig Hubbert, Police Lieutenant

Trey Sargent, Town Attorney

Pledge of Allegiance to the U.S. And Texas Flags

Mayor Clark led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Councilmember Gibbons gave the invocation.

Items of Community Interest

Lake Cities Chamber of Commerce will hold Boots & Bling, a dance for dads and daughters, on February 17, 2024, at Global Spheres, 7801 Interstate 35E, Corinth, Texas.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. December 2023 Council Meeting Minutes
2. December 2023 Financial Statements
3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas ordering an election to be held on May 4, 2024, for the purpose of electing a Mayor and Town Council Members to Place 2 and Place 4.

Town of Hickory Creek

January 29, 2024

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4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning an agreement for professional engineering services for Sycamore Bend Road Repair.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning an agreement for professional engineering services for Storm Water Management reporting and permit compliance.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Vested Networks concerning phone systems.

Mayor Clark stated that only consent agenda items 1-5 would be considered.

Motion made by Councilmember DuPree to approve consent agenda items 1-5, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

Regular Agenda

7. Presentation of the 2022-2023 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough.

Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough presented the audited financial statement for the fiscal year ending September 30, 2023. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities on September 30, 2023 by \$24,079,943. Of this amount \$9,561,776 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$5,801,679 during the fiscal year from the results of current year operations. As of September 30, 2023, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$12,916,586 an increase of \$2,208,307 in comparison with the beginning of the period. Approximately 75 percent of this total amount, \$9,718,590 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$9,718,590 or 163.5 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation, Public Improvement District No. 1, Public Improvement District No. 2 and Hickory Farms Public Improvement District. The EDC total fund balance was \$2,607,448. The Public Improvement District No. 1 total fund balance was \$411,756. The Public Improvement District No. 2 total fund balance was \$655,661. Hickory Farms Public Improvement District total fund balance was \$415,608.

Town of Hickory Creek

January 29, 2024

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8. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2023.

Motion made by Councilmember DuPree, to approve the report as presented, Seconded by Councilmember Gordon.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

9. Consider and act on submitting an application for Texas Department of Transportation Green Ribbon Funding 2024.

John Smith, Town Manager, provided an overview of Texas Department of Transportation Green Funding grant process and timeline.

Motion made by Councilmember Gordon to approve submission of an application for Texas Department of Transportation Green Ribbon Funding 2024, Seconded by Councilmember Theodore.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Thousand Hills Church concerning a license for use of real property.

No action taken.

11. Consider and act on allocating funds for spray foam installation in the town hall facility.

Motion made by Councilmember Theodore to approve allocating funds for spray foam installation in the town hall facility in amount not to exceed \$25,000, utilizing Builders' Insulation, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

12. Receive update from John Smith, Town Manager, concerning broadband and discuss the same.

John Smith, Town Manager, provided a status update regarding broadband. Fiber installations will begin soon in several sections within the network.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:27 p.m. to discuss the following matters.

Section 551.071

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

Section 551.072

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

13. Discussion regarding certain real property generally located, North of Interstate 35E, Lake Lewisville Bridge, South of FM 2181, East of Ronald Reagan Avenue and West of Interstate 35E.

Reconvene into Open Session

The Town Council reconvened into open session at 8:41 p.m.

14. Discussion and possible action regarding matters discussed in executive session.

No action taken.

Future Agenda Items

There were no future agenda items.

Adjournment

Motion made by Mayor Pro Tem Kenney to adjourn the meeting, Seconded by Councilmember Gordon.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 8:41 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	26,206.20
BOA - Drug Forfeiture	85,198.94
BOA - Drug Seizure	11.18
BOA - General Fund	977,568.11
BOA - Parks and Recreation	78,611.09
BOA - Payroll	270.00
BOA - Police State Training	5,189.72
Logic 2020 CO's	1,487,984.20
Logic Animal Shelter Facility	10,316.29
Logic Coronavirus Recovery Fund	744,972.09
Logic Harbor Ln-Sycamore Bend	86,567.55
Logic Investment Fund	10,558,785.95
Logic Turbeville Road	102,185.82
Total Checking/Savings	14,163,867.14
Accounts Receivable	
Municipal Court Payments	10,428.50
Total Accounts Receivable	10,428.50
Total Current Assets	14,174,295.64
TOTAL ASSETS	14,174,295.64
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

January 2024

02/15/24

Accrual Basis

	Jan 24
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	445,629.92
4004 M&O Penalties & Interest	154.03
4006 Delinquent M&O	-198.21
4008 I&S Debt Service	224,022.99
4010 I&S Penalties & Interest	53.02
4012 Delinquent I&S	-105.27
Total Ad Valorem Tax Revenue	669,556.48
Building Department Revenue	
4102 Building Permits	23,920.38
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	225.00
4112 Health Inspections	1,380.00
4132 Alarm Permit Fees	75.00
Total Building Department Revenue	26,100.38
Franchise Fee Revenue	
4220 Solid Waste	4,977.73
Total Franchise Fee Revenue	4,977.73
Interest Revenue	
4330 General Fund Interest	4.13
4332 Investment Interest	60,503.75
Total Interest Revenue	60,507.88
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,865.08
4508 Annual Park Passes	21,125.00
4510 Arrowhead Park Fees	1,386.00
4530 Other Receivables	302,113.63
4536 Point Vista Park Fees	175.00
4550 Sycamore Bend Fees	1,339.00
Total Miscellaneous Revenue	329,003.71
Municipal Court Revenue	
4602 Building Security Fund	1,592.08
4604 Citations	47,197.82
4606 Court Technology Fund	1,304.87
4608 Jury Fund	32.28
4610 Truancy Fund	1,614.03
4612 State Court Costs	26,628.96
4614 Child Safety Fee	50.00
Total Municipal Court Revenue	78,420.04
Sales Tax Revenue	
4702 Sales Tax General Fund	167,898.65
4706 Sales Tax 4B Corporation	23,985.52
4708 Sales Tax Mixed Beverage	3,109.68
Total Sales Tax Revenue	194,993.85
Total Income	1,363,560.07
Gross Profit	1,363,560.07
Expense	
Capital Outlay	
5010 Street Maintenance	314.37
5022 Parks and Rec Improvements	7,146.36
5026 Fleet Vehicles	-5,131.37

Town of Hickory Creek
Profit & Loss
January 2024

	Jan 24
Total Capital Outlay	2,329.36
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	1,873.48
5208 Copier Rental	381.00
5210 Dues & Memberships	506.76
5212 EDC Tax Payment	23,986.52
5216 Volunteer/Staff Events	492.91
5218 General Communications	471.00
5222 Office Supplies & Equip.	456.27
5224 Postage	742.76
5226 Community Cause	119.96
5228 Town Council/Board Expense	1,416.07
5230 Training & Education	739.00
5234 Staff Uniforms	787.30
Total General Government	31,988.03
Municipal Court	
5312 Court Technology	560.18
5318 Merchant Fees/Credit Cards	1,137.94
5322 Office Supplies/Equipment	254.43
5324 State Court Costs	70,799.79
5332 Warrants Collected	3,278.58
Total Municipal Court	76,030.92
Parks and Recreation	
5408 Tanglewood Park	11.24
5412 KHCB	200.00
Total Parks and Recreation	211.24
Parks Corps of Engineer	
5432 Arrowhead	4,844.33
5434 Harbor Grove	33.72
5436 Point Vista	1,140.27
5438 Sycamore Bend	1,152.90
Total Parks Corps of Engineer	7,171.22
Personnel	
5502 Administration Wages	34,475.99
5504 Municipal Court Wages	6,295.26
5506 Police Wages	90,084.19
5507 Police Overtime Wages	2,693.13
5508 Public Works Wages	19,492.36
5509 Public Works Overtime Wage	90.13
5510 Health Insurance	22,862.15
5514 Payroll Expense	2,350.26
5518 Retirement (TMRS)	23,689.88
5520 Unemployment (TWC)	20.19
Total Personnel	202,053.54
Police Department	
5602 Auto Gas & Oil	4,112.17
5606 Auto Maintenance & Repair	15,547.45
5612 Computer Hardware/Software	828.80
5614 Crime Lab Analysis	249.92
5616 Drug Forfeiture	9,115.20
5626 Office Supplies/Equipment	280.04
5630 Personnel Equipment	2,739.12
5636 Uniforms	1,155.87
5640 Training & Education	299.40
5648 K9 Unit	62.77
Total Police Department	34,390.74

Town of Hickory Creek
Profit & Loss
January 2024

	Jan 24
Public Works Department	
5706 Animal Control Supplies	322.47
5708 Animal Control Vet Fees	852.72
5710 Auto Gas & Oil	924.86
5714 Auto Maintenance/Repair	888.11
5716 Beautification	7,189.81
5718 Computer Hardware/Software	127.44
5720 Dues & Memberships	259.00
5724 Equipment Maintenance	10,414.72
5726 Equipment Rental	97.90
5728 Equipment Supplies	515.10
5732 Office Supplies/Equipment	606.52
5734 Communications	377.11
5738 Training	75.00
5742 Uniforms	184.99
	22,835.75
Total Public Works Department	22,835.75
Services	
5804 Attorney Fees	5,137.50
5806 Audit	15,500.00
5814 Engineering	10,838.48
5818 Inspections	4,455.00
5820 Fire Service	242,673.00
5822 Legal Notices/Advertising	78.64
5824 Library Services	80.90
5826 Municipal Judge	1,155.00
5828 Printing	241.00
5846 Span Transit Services	303.60
	280,463.12
Total Services	280,463.12
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	24,830.97
5904 Electric	2,033.57
5906 Gas	220.80
5908 Street Lighting	4,067.72
5910 Telephone	3,589.06
5912 Water	2,244.82
	36,986.94
Total Utilities & Maintenance	36,986.94
Total Expense	694,460.86
Net Ordinary Income	669,099.21
Net Income	669,099.21

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,441,405.11	1,664,029.00	86.6%
4004 M&O Penalties & Interest	1,047.85	2,500.00	41.9%
4006 Delinquent M&O	1,616.36	1,000.00	161.6%
4008 I&S Debt Service	724,718.27	836,526.00	86.6%
4010 I&S Penalties & Interest	615.11	1,500.00	41.0%
4012 Delinquent I&S	1,016.65	500.00	203.3%
Total Ad Valorem Tax Revenue	2,170,419.35	2,506,055.00	86.6%
Building Department Revenue			
4102 Building Permits	208,654.58	275,000.00	75.9%
4104 Certificate of Occupancy	4,750.00	6,000.00	79.2%
4106 Contractor Registration	1,575.00	2,500.00	63.0%
4108 Preliminary/Final Plat	850.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	6,900.00	10,000.00	69.0%
4122 Septic Permits	1,275.00	1,100.00	115.9%
4124 Sign Permits	150.00	1,000.00	15.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	225.00	500.00	45.0%
Total Building Department Revenue	224,379.58	297,875.00	75.3%
Franchise Fee Revenue			
4214 Electric	142,286.70	155,000.00	91.8%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	8,529.16	45,000.00	19.0%
4220 Solid Waste	20,509.38	50,000.00	41.0%
Total Franchise Fee Revenue	171,325.24	340,000.00	50.4%
Interest Revenue			
4330 General Fund Interest	17.56	25.00	70.2%
4332 Investment Interest	224,064.84	60,000.00	373.4%
Total Interest Revenue	224,082.40	60,025.00	373.3%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	58,788.00	0.0%
Total Interlocal Revenue	0.00	58,788.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	10,490.48	18,000.00	58.3%
4506 Animal Shelter Donations	200.00	1,000.00	20.0%
4508 Annual Park Passes	21,675.00	30,000.00	72.3%
4510 Arrowhead Park Fees	9,104.00	40,000.00	22.8%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	60,000.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	2,654,385.00	0.0%
4526 Mineral Rights	132.08	1,000.00	13.2%
4530 Other Receivables	324,719.06	75,000.00	433.0%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,796.00	12,000.00	15.0%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	9,559.00	25,000.00	38.2%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	200,000.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	% of Budget
4566 Interlocal Agreements	0.00	198,135.00	0.0%
4568 Opiod Settlements	0.00	0.00	0.0%
Total Miscellaneous Revenue	377,705.62	4,414,670.00	8.6%
Municipal Court Revenue			
4602 Building Security Fund	5,699.83	18,023.00	31.6%
4604 Citations	177,204.27	550,000.00	32.2%
4606 Court Technology Fund	4,693.68	15,936.00	29.5%
4608 Jury Fund	114.70	200.00	57.4%
4610 Truancy Fund	5,734.97	0.00	100.0%
4612 State Court Costs	97,299.73	311,060.00	31.3%
4614 Child Safety Fee	175.00	800.00	21.9%
Total Municipal Court Revenue	290,922.18	896,019.00	32.5%
Sales Tax Revenue			
4702 Sales Tax General Fund	733,339.54	2,100,000.00	34.9%
4706 Sales Tax 4B Corporation	104,762.79	300,000.00	34.9%
4708 Sales Tax Mixed Beverage	13,101.03	35,000.00	37.4%
4710 Hotel Occupancy Tax	2,450.11	0.00	100.0%
Total Sales Tax Revenue	853,653.47	2,435,000.00	35.1%
Total Income	4,312,487.84	11,008,432.00	39.2%
Gross Profit	4,312,487.84	11,008,432.00	39.2%
Expense			
Capital Outlay			
5010 Street Maintenance	314.37	25,000.00	1.3%
5012 Streets & Road Improvement	122,990.88	500,000.00	24.6%
5022 Parks and Rec Improvements	7,146.36	2,300,000.00	0.3%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	50,698.46	60,000.00	84.5%
5032 Broadband Initiative	0.00	200,000.00	0.0%
5032 Denton County TRIP22	118,148.00	1,100,000.00	10.7%
Total Capital Outlay	299,298.07	4,185,000.00	7.2%
Debt Service			
5110 2015 Refunding Bond Series	0.00	316,450.00	0.0%
5112 2015 C.O. Series	0.00	271,800.00	0.0%
5114 2020 C.O. Series	0.00	254,450.00	0.0%
Total Debt Service	0.00	842,700.00	0.0%
General Government			
5202 Bank Service Charges	70.00	200.00	35.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	20,799.25	75,000.00	27.7%
5208 Copier Rental	1,382.94	3,600.00	38.4%
5210 Dues & Memberships	1,069.46	3,500.00	30.6%
5212 EDC Tax Payment	104,766.76	300,000.00	34.9%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	4,343.24	8,000.00	54.3%
5218 General Communications	10,862.97	32,000.00	33.9%
5222 Office Supplies & Equip.	606.39	3,000.00	20.2%
5224 Postage	2,784.08	6,200.00	44.9%
5226 Community Cause	330.52	3,000.00	11.0%
5228 Town Council/Board Expense	1,961.75	10,000.00	19.6%
5230 Training & Education	767.01	1,500.00	51.1%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	787.30	800.00	98.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	150,641.40	464,100.00	32.5%
Municipal Court			
5302 Books & Subscriptions	92.03	75.00	122.7%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	1,764.25	15,963.00	11.1%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	2,214.09	2,500.00	88.6%
5322 Office Supplies/Equipment	299.60	1,000.00	30.0%
5324 State Court Costs	159,642.12	311,060.00	51.3%
5326 Training & Education	150.00	500.00	30.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-2,852.67	2,500.00	-114.1%
Total Municipal Court	165,395.93	352,271.00	47.0%
Parks and Recreation			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	4,047.38	45,000.00	9.0%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	5,306.13	47,500.00	11.2%
Parks Corps of Engineer			
5432 Arrowhead	8,317.05	38,500.00	21.6%
5434 Harbor Grove	1,393.44	10,000.00	13.9%
5436 Point Vista	8,057.26	15,000.00	53.7%
5438 Sycamore Bend	9,379.49	43,500.00	21.6%
Total Parks Corps of Engineer	27,147.24	107,000.00	25.4%
Personnel			
5502 Administration Wages	137,313.12	435,826.00	31.5%
5504 Municipal Court Wages	26,285.24	87,736.00	30.0%
5506 Police Wages	340,960.14	1,230,354.00	27.7%
5507 Police Overtime Wages	16,459.70	20,000.00	82.3%
5508 Public Works Wages	78,453.89	275,624.00	28.5%
5509 Public Works Overtime Wage	1,682.79	4,500.00	37.4%
5510 Health Insurance	60,354.38	255,054.00	23.7%
5512 Longevity	14,180.00	13,950.00	101.6%
5514 Payroll Expense	9,528.02	25,000.00	38.1%
5516 Employment Exams	520.00	2,500.00	20.8%
5518 Retirement (TMRS)	91,358.49	316,117.00	28.9%
5520 Unemployment (TWC)	48.68	2,500.00	1.9%
5522 Workman's Compensation	51,790.08	48,996.00	105.7%
Total Personnel	828,934.53	2,718,157.00	30.5%
Police Department			
5602 Auto Gas & Oil	19,430.73	37,000.00	52.5%
5606 Auto Maintenance & Repair	41,475.32	25,000.00	165.9%
5610 Books & Subscriptions	252.71	500.00	50.5%
5612 Computer Hardware/Software	31,831.79	75,500.00	42.2%
5614 Crime Lab Analysis	867.36	6,500.00	13.3%
5616 Drug Forfeiture	40,180.70	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	579.02	2,000.00	29.0%
5630 Personnel Equipment	26,570.87	40,000.00	66.4%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	3,965.94	10,000.00	39.7%
5640 Training & Education	3,119.40	8,500.00	36.7%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	3,000.00	20.6%
5648 K9 Unit	763.17	5,000.00	15.3%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	170,225.54	225,750.00	75.4%
Public Works Department			
5702 Animal Control Donation	640.00	1,000.00	64.0%
5704 Animal Control Equipment	97.85	1,000.00	9.8%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	% of Budget
5706 Animal Control Supplies	1,162.00	5,000.00	23.2%
5708 Animal Control Vet Fees	5,762.36	15,000.00	38.4%
5710 Auto Gas & Oil	5,572.34	20,000.00	27.9%
5714 Auto Maintenance/Repair	4,229.64	10,000.00	42.3%
5716 Beautification	9,577.74	150,000.00	6.4%
5718 Computer Hardware/Software	509.76	2,000.00	25.5%
5720 Dues & Memberships	369.00	350.00	105.4%
5722 Equipment	158.72	5,000.00	3.2%
5724 Equipment Maintenance	16,373.75	4,000.00	409.3%
5726 Equipment Rental	97.90	1,000.00	9.8%
5728 Equipment Supplies	1,434.18	5,000.00	28.7%
5732 Office Supplies/Equipment	752.88	800.00	94.1%
5734 Communications	1,477.74	3,800.00	38.9%
5738 Training	335.00	800.00	41.9%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	953.74	2,800.00	34.1%
5748 Landscaping Services	9,197.82	90,000.00	10.2%
Total Public Works Department	58,730.57	320,550.00	18.3%
Services			
5802 Appraisal District	4,128.66	17,500.00	23.6%
5804 Attorney Fees	11,191.75	60,000.00	18.7%
5806 Audit	15,500.00	15,000.00	103.3%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	48,236.11	175,000.00	27.6%
5816 General Insurance	49,959.60	50,276.00	99.4%
5818 Inspections	21,270.00	32,500.00	65.4%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	153.82	4,000.00	3.8%
5824 Library Services	474.50	1,200.00	39.5%
5826 Municipal Judge	4,615.00	13,800.00	33.4%
5828 Printing	652.93	2,500.00	26.1%
5830 Tax Collection	2,979.00	3,000.00	99.3%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	303.60	5,000.00	6.1%
5848 Recording Fees	0.00	750.00	0.0%
Total Services	689,426.43	1,444,904.00	47.7%
Special Events			
6012 Special Events	7,884.93	30,000.00	26.3%
Total Special Events	7,884.93	30,000.00	26.3%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	41,810.28	150,000.00	27.9%
5904 Electric	9,481.62	27,000.00	35.1%
5906 Gas	750.40	2,500.00	30.0%
5908 Street Lighting	16,231.11	40,000.00	40.6%
5910 Telephone	14,371.21	35,000.00	41.1%
5912 Water	12,507.32	16,000.00	78.2%
Total Utilities & Maintenance	95,151.94	270,500.00	35.2%
Total Expense	2,498,142.71	11,008,432.00	22.7%
Net Ordinary Income	1,814,345.13	0.00	100.0%
Net Income	1,814,345.13	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
January 2024

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5022 Parks and Rec Improvements				
Bill	01/31/2024	Invoice...	Treetop Products Inc	7,146.36
Total 5022 Parks and Rec Improvements				7,146.36
5026 Fleet Vehicles				
Deposit	01/18/2024		Deposit	-11,800.00
Check	01/22/2024	Debit	Enterprise Fleet Management	4,346.03
Bill	01/23/2024	Invoice...	Main Street Signs & Graphics	2,322.60
Total 5026 Fleet Vehicles				-5,131.37
Total Capital Outlay				2,014.99
General Government				
5206 Computer Hardware/Software				
Bill	01/31/2024	Invoice...	Structured Technology Solutions	1,495.00
Total 5206 Computer Hardware/Software				1,495.00
5212 EDC Tax Payment				
Check	01/16/2024		Hickory Creek Economic Development	23,985.52
Total 5212 EDC Tax Payment				23,985.52
Total General Government				25,480.52
Municipal Court				
5324 State Court Costs				
Check	01/23/2024	Debit	State Comptroller	70,799.79
Total 5324 State Court Costs				70,799.79
Total Municipal Court				70,799.79
Parks Corps of Engineer				
5432 Arrowhead				
Bill	01/08/2024	Invoice...	Benavides Welding Works LLC	3,690.00
Total 5432 Arrowhead				3,690.00
Total Parks Corps of Engineer				3,690.00
Personnel				
5510 Health Insurance				
Check	01/03/2024	Debit	Renaissance Life & Health Insurance	1,277.27
Check	01/22/2024	Debit	Cigna	21,055.77
Total 5510 Health Insurance				22,333.04
5518 Retirement (TMRS)				
Check	01/02/2024	Debit	TMRS	23,689.88
Total 5518 Retirement (TMRS)				23,689.88
Total Personnel				46,022.92
Police Department				
5602 Auto Gas & Oil				
Check	01/29/2024	Debit	WEX Bank	4,112.17
Total 5602 Auto Gas & Oil				4,112.17
5606 Auto Maintenance & Repair				
Bill	01/17/2024	R.O.# ...	Christian Brothers Automotive	12,070.33
Bill	01/30/2024	Doc N...	Blackbeard Marine	1,623.64
Total 5606 Auto Maintenance & Repair				13,693.97

Town of Hickory Creek
Expenditures over \$1,000.00
January 2024

Type	Date	Num	Name	Amount
5616 Drug Forfeiture				
Check	01/10/2024	Debit	SRS Tactical	2,540.20
Bill	01/23/2024	Invoice...	PGD USA Inc.	5,700.00
Total 5616 Drug Forfeiture				8,240.20
Total Police Department				26,046.34
Public Works Department				
5716 Beautification				
Bill	01/23/2024	Invoice...	Betsy Ross Flag Girls, Inc.	7,189.81
Total 5716 Beautification				7,189.81
5724 Equipment Maintenance				
Bill	01/17/2024	Invoice...	RDO Equipment Co	3,100.32
Bill	01/17/2024	Invoice...	United Ag & Turf	7,179.40
Total 5724 Equipment Maintenance				10,279.72
Total Public Works Department				17,469.53
Services				
5804 Attorney Fees				
Bill	01/08/2024	Accou...	Hayes, Berry, White & Vanzant	5,137.50
Total 5804 Attorney Fees				5,137.50
5806 Audit				
Bill	01/17/2024	Accou...	Hankins, Eastup, Deaton, Tonn, Seay & Sca	15,500.00
Total 5806 Audit				15,500.00
5814 Engineering				
Bill	01/17/2024	Invoice...	Half Associates, Inc.	1,753.20
Bill	01/23/2024	Invoice...	Half Associates, Inc.	9,085.28
Total 5814 Engineering				10,838.48
5818 Inspections				
Bill	01/17/2024	Invoice...	Build by I-Codes	3,130.00
Total 5818 Inspections				3,130.00
5820 Fire Service				
Check	01/08/2024	5328	City of Corinth	242,673.00
Total 5820 Fire Service				242,673.00
5826 Municipal Judge				
Check	01/02/2024		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				278,328.98
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	01/08/2024	Invoice...	Benavides Welding Works LLC	1,426.06
Bill	01/08/2024	Invoice...	Denton Electric, Inc.	10,341.85
Bill	01/23/2024	Invoice...	Smart Care Equipment Solutions EEC Acquis	2,546.89
Bill	01/31/2024	Inv: IN...	Texas AirSystems	3,140.73
Check	01/31/2024	Debit	Merit Services	1,632.60
Total 5902 Bldg Maintenance/Supplies				19,088.13
5904 Electric				
Check	01/24/2024	5369	Hudson Energy Services, LLC	2,033.57
Total 5904 Electric				2,033.57
5908 Street Lighting				

Town of Hickory Creek
Expenditures over \$1,000.00
January 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Check	01/24/2024	5369	Hudson Energy Services, LLC	3,874.21
Total 5908 Street Lighting				3,874.21
5910 Telephone				
Check	01/02/2024	Debit	Lumen-CenturyLink	2,318.88
Total 5910 Telephone				2,318.88
Total Utilities & Maintenance				27,314.79
Total Expense				497,167.86
Net Ordinary Income				-497,167.86
Net Income				-497,167.86



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,481,053.49
01/31/2024	MONTHLY POSTING	9999888	6,930.71	1,487,984.20
	ENDING BALANCE			1,487,984.20

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,481,053.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,930.71
ENDING BALANCE	1,487,984.20
AVERAGE BALANCE	1,481,053.49

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	6,930.71





TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,268.23
01/31/2024	MONTHLY POSTING	9999888	48.06	10,316.29
	ENDING BALANCE			10,316.29

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,268.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	48.06
ENDING BALANCE	10,316.29
AVERAGE BALANCE	10,268.23

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	48.06

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			741,502.47
01/31/2024	MONTHLY POSTING	9999888	3,469.62	744,972.09
	ENDING BALANCE			744,972.09

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	741,502.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,469.62
ENDING BALANCE	744,972.09
AVERAGE BALANCE	741,502.47

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	3,469.62





TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			86,164.35
01/31/2024	MONTHLY POSTING	9999888	403.20	86,567.55
	ENDING BALANCE			86,567.55

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	86,164.35
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	403.20
ENDING BALANCE	86,567.55
AVERAGE BALANCE	86,164.35

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	403.20

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442



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TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,509,609.68
01/31/2024	MONTHLY POSTING	9999888	49,176.27	10,558,785.95
	ENDING BALANCE			10,558,785.95

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,509,609.68
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	49,176.27
ENDING BALANCE	10,558,785.95
AVERAGE BALANCE	10,509,609.68

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	0.00	0.00	49,176.27





TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 01/01/2024 - 01/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5102%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 1/31/24 WAS 1.000409.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			101,709.93
01/31/2024	MONTHLY POSTING	9999888	475.89	102,185.82
	ENDING BALANCE			102,185.82

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	101,709.93
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	475.89
ENDING BALANCE	102,185.82
AVERAGE BALANCE	101,709.93

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	475.89



**TOWN OF HICKORY CREEK
ORDINANCE NO. 2024-02-_____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL TOWN ELECTION; PROVIDING FOR DECLARATION OF OFFICE; PROVIDING FOR CANCELLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek, Texas is a Type “A” General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the general election for the Town of Hickory Creek, as set forth by the Texas Election Code, was called to be held on May 4, 2024 for the purpose of electing Town Council members to fill the following terms on the Town of Hickory Creek Town Council: Mayor, Place 2 and Place 4; each term being for a period of two years.; and

WHEREAS, the Town Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office, a copy of which is attached hereto as Exhibit A; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C of the Texas Election Code, authorizes the Town Council to declare the candidates elected to office and cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, THAT:

**SECTION 1
DECLARATION OF OFFICE**

The following candidates, who are unopposed in the May 4, 2024 general town election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Lynn Clark	Mayor
Nicolas Wohr	Council Place 2
Paul Kenney	Council Place 4

**SECTION 2
CANCELLATION**

The May 4, 2024 General Town Election is canceled, and the Town Secretary is directed to cause a copy of the Order attached hereto as Exhibit B to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3
SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 4
NECESSARY ACTIONS

The Mayor, Town Secretary and Town Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out the cancellation of the May 4, 2024 election.

SECTION 5
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and approval.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th day of February, 2024.

APPROVED:

Lynn C. Clark., Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Exhibit A

13-1
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
9/2023

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de mayo de 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Mayor/Alcalde
Council Place 2/Concejal, Lugar 2
Council Place 4/Concejal, Lugar 4

Candidate(s) Candidato(s)

Lynn Clark
Nicolas Wohr
Paul Kenney

Signature (Firma)

Kristi Rogers

Printed name (Nombre en letra de molde)

Town Secretary

Title (Puesto)

February 21, 2024

Date of signing (Fecha de firma)



*See reverse side for instructions
(Instrucciones en el reverso)*

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Town of Hickory Creek hereby cancels the election scheduled to be held on
(official name of governing body)
May 4, 2024 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El Municipalidad de Hickory Creek por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 4 de mayo de 2024 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Lynn Clark	Mayor (Alcalde)
Nicolas Wohr	Council Place 2 (Concejal, Lugar 2)
Paul Kenney	Council Place 4 (Concejal Lugar 4)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (Alcalde)

Secretary (Secretario)

February 26, 2024
Date of adoption (Fecha de adopción)

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0226-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A CONTRACT FOR INCREASED LAW ENFORCEMENT FOR LEWISVILLE LAKE LYING WITHIN HICKORY CREEK, TEXAS BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE U.S. CORPS OF ENGINEERS, FORT WORTH DISTRICT.

WHEREAS, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

WHEREAS, the Town Council has been presented with a proposed contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas (hereinafter the “Contract”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Contract, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Contract attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th day of February, 2024.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

26 January 2024

Hickory Creek P.D.
1075 Reagan Ave.
Hickory Creek, Texas 75065
carey.dunn@hickorycreek-tx.gov
kristi.rogers@hickorycreek-tx.gov

Dear Chief Dunn,


Attached is Solicitation No. W9126G24Q0010 for the requirement of police services for the project, FY24 Contract for Increased Law Enforcement for the Lewisville Lake lying within the town of Hickory Creek, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 AM CST, Tuesday, 27 February 2024**. Please submit your quote via email to Daisy Ciarlariello, Daisy.Ciarlariello@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Daisy Ciarlariello, Contract Specialist at (817) 886-6592.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

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

Sincerely,


Michael A. Vega
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 42		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G24Q0010		6. SOLICITATION ISSUE DATE 26-Jan-2024	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARIELLO			b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592		8. OFFER DUE DATE/LOCAL TIME 27 Feb 2024 10:00 AM	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 922120 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO LEWISVILLE LAKE OFFICE ADAM N. TARPLEE 1801 N. MILL STREET LEWISVILLE TX 75067-1821 TEL: (817) 866-1608 FAX: (469) 645-9101		CODE M2R0J10	16. ADMINISTERED BY		CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED		

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

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

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY24 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.		Job		
	Base year Sheriff Department period of performance - 27 April 2024 to 08 September 2024				
	FOB: Destination PSC CD: R499				
					<u>\$64,215.04</u>
				NET AMT	

Bid Sheet

Lewisville Lake- Hickory Creek Increased Law Enforcement

Period of Performance (27 April 2024 thru 8 September 2024)

Description	Quantity	U/M	Rate	Total
<i>Estimated Labor Cost/Hour</i>	512	<u>Hours</u>	\$105.82	\$54,179.84
<i>Estimated Vehicle Cost/Hour</i>	512	<u>Hours</u>	\$19.60	\$10,035.20
<u>Total Contract Cost</u>				\$64,215.04
<u>Chargeable Hourly Rate (Vehicle & Labor)</u>				\$125.42
<u>(Total Contract Cost + Scheduled Patrol Hours)</u>				\$64,215.04
Estimated Labor Quantity = Scheduled Patrol Hours				
Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)				

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2024

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Hickory Creek Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lewisville Lake lying within town of Hickory Creek for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Hickory Creek, Westlake and Oakland Parks (Appendix E). The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in any other areas on Corps property currently administered, operated or maintained by town of Hickory Creek.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 27 April 2024 (Saturday) through 8 September 2024 (Sunday), for a total of 504 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 27 April 2024 (Saturday) **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays, as well as any Federal holidays (see Appendices A, B and C)

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of the 1st and 15th of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

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

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Hickory Creek Town Limits specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representative for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

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

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

1.4.7.1 General Protection/Security Policy and Procedures:

1.4.7.1.1 All contractor and all associated sub-contractors' employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.1.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer

Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

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

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

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government and will serve as the Quality Assurance POC: Adam Tarplee, Lake Manager, Lewisville Lake; Alternate: Dax Hall, Park Ranger, Lewisville Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC and Finance and Accounting on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email.

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall

be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (see sec. 1.2)	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times. (See sec. 1.3 & 1.4)	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government. (see sec. 1.4.11)	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC, as will Law Enforcement Park Logs signed by Officers serving under this contract to ensure accuracy prior to authorizing payment. (see sec. 1.4.2)

TECHNICAL EXHIBIT 2

Deliverables Schedule Summary

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX	1. US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Adam Tarplee/Tim Moore FAX:469-645-9101 2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533
Daily Enforcement Action Summaries	Submit to USACE Lewisville Lake on 1st and 15th of every month contract services are performed. ATTN: Adam Tarplee/ Dax Hall Dax.p.hall@usace.army.mil		EMAIL	(see sec. 1.4.2 & 1.4.13) Dax Hall Email: Dax.p.hall@usace.army.mil

APPENDIX A

PERFORMANCE WORK STATEMENT (PWS)

PATROL SCHEDULE

FY 2024

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1430-2300	8	1	1
SATURDAY	1430-2300	8	1	1
SUNDAY	1430-2300	8	1	1
JULY 3rd (Wednesday)	1430-2300	8	1	1
JULY 4th (Thursday)	1430-2300	8	1	1
HOLIDAYS on Mondays (Includes Memorial Day, Independence Day, Labor Day and Juneteenth)	1130-2000	8	1	1

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.

Contract begins on 27 April, 2024 (Saturday) with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 8 September, 2024 (Sunday) to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

APPENDIX C

PERFORMANCE WORK STATEMENT (PWS)

SCHEDULE OF DAYS WORKED BY MONTH

FY 2024

(64 Days Total)

April: 27, 28 = 2 days

MAY: 3-5, 10-12, 17-19, 24-27, 31 (Includes Memorial Day) = 14 days

JUNE: 1-2, 7-9, 14-16, 19, 21-23, 28-30 (Includes Juneteenth) = 15 days

JULY: 3-7 (Includes Independence Day), 12-14, 19-21, 26-28 = 14 days

AUGUST: 2-4, 9-11, 16-18, 23-25, 30-31 = 14 days

SEPTEMBER: 1-2 (Includes Labor Day), 6-8 = 5 days

TOTAL: 64 DAYS

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 27-APR-2024 TO 26-APR-2025	N/A	LEWISVILLE LAKE OFFICE ADAM N. TARPLEE 1801 N. MILL STREET LEWISVILLE TX 75067-1821 (817) 866-1608 FOB: Destination	M2R0J10

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.
- (2) The small business size standard is .
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500

employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- () Paragraph (d) applies.
 - () Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: ____

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(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. 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. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"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).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"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"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", 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--

(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 the threshold at 13 CFR 124.104(c)(2) 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.

"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.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"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 business concern" means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB

Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
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---	---	---
---	---	---

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
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---	---

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) 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; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [___] is or [___] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ___ (or mark "Unknown").

Predecessor legal name: ___ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ___ .

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information

Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004s) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

___ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

___ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

___ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (14) [Reserved]

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

- ___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-7.
- ___ (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).
- ___ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (NOV 2016) of 52.219-9.
- ___ (iii) Alternate II (NOV 2016) of 52.219-9.
- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (SEP 2023) of 52.219-9.
- ___ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ___ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ___ (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
- ___ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ___ (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- ___ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.

- ___ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- ___ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (44)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (OCT 2015) of 52.223-13.
- ___ (45)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-14.
- ___ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (47)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-16.
- ___ (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (50) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (51)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (52) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ____ (ii) Alternate I (OCT 2022) of 52.225-1.
- ____ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I [Reserved].
- ____ (iii) Alternate II (DEC 2022) of 52.225-3.
- ____ (iv) Alternate III (NOV 2023) of 52.225-3.
- ____ (v) Alternate IV (OCT 2022) of 52.225-3.
- ____ (54) 52.225-5, Trade Agreements (NOV 2023) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ____ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ____ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ____ (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ____ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ____ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ____ (62) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ____ (63) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ____ (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ____ (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ____ (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- ____ (67)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

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

_____ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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

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

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

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

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

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

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

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

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

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

Daniel W. Simms
Director
Division of
Wage Determinations

Wage Determination No.: 2015-5227
Revision No.: 21
Date Of Last Revision: 12/26/2023

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>

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

State: Texas

Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.02
01012 - Accounting Clerk II		20.24
01013 - Accounting Clerk III		22.64
01020 - Administrative Assistant		33.18
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.92***
01042 - Customer Service Representative II		16.28***
01043 - Customer Service Representative III		18.29
01051 - Data Entry Operator I		15.80***
01052 - Data Entry Operator II		17.24
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		15.48***
01112 - General Clerk II		16.89***
01113 - General Clerk III		18.95

01120 - Housing Referral Assistant	24.15
01141 - Messenger Courier	16.48***
01191 - Order Clerk I	16.88***
01192 - Order Clerk II	18.42
01261 - Personnel Assistant (Employment) I	18.46
01262 - Personnel Assistant (Employment) II	20.64
01263 - Personnel Assistant (Employment) III	23.01
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	16.00***
01300 - Scheduler, Maintenance	19.37
01311 - Secretary I	19.37
01312 - Secretary II	21.66
01313 - Secretary III	24.15
01320 - Service Order Dispatcher	18.38
01410 - Supply Technician	33.18
01420 - Survey Worker	19.02
01460 - Switchboard Operator/Receptionist	15.69***
01531 - Travel Clerk I	18.87
01532 - Travel Clerk II	20.22
01533 - Travel Clerk III	21.77
01611 - Word Processor I	17.22
01612 - Word Processor II	19.34
01613 - Word Processor III	21.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	15.06***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.17***
07041 - Cook I	14.49***
07042 - Cook II	16.64***
07070 - Dishwasher	12.73***
07130 - Food Service Worker	13.63***
07210 - Meat Cutter	14.96***
07260 - Waiter/Waitress	10.71***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.24
09040 - Furniture Handler	11.14***
09080 - Furniture Refinisher	18.11
09090 - Furniture Refinisher Helper	13.68***
09110 - Furniture Repairer, Minor	16.24***
09130 - Upholsterer	17.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.73***
11060 - Elevator Operator	13.73***
11090 - Gardener	22.84
11122 - Housekeeping Aide	13.87***
11150 - Janitor	13.87***
11210 - Laborer, Grounds Maintenance	17.00***
11240 - Maid or Houseman	13.34***
11260 - Pruner	15.02***
11270 - Tractor Operator	20.88
11330 - Trail Maintenance Worker	17.00***

11360 - Window Cleaner	15.70***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	23.78
12012 - Certified Occupational Therapist Assistant	38.16
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	21.26
12072 - Licensed Practical Nurse II	23.78
12073 - Licensed Practical Nurse III	26.51
12100 - Medical Assistant	18.33
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	48.20
12221 - Nursing Assistant I	13.08***
12222 - Nursing Assistant II	14.70***
12223 - Nursing Assistant III	16.04***
12224 - Nursing Assistant IV	18.02
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72***
12250 - Pharmacy Technician	18.48
12280 - Phlebotomist	18.43
12305 - Radiologic Technologist	33.30
12311 - Registered Nurse I	26.71
12312 - Registered Nurse II	32.66
12313 - Registered Nurse II, Specialist	32.66
12314 - Registered Nurse III	39.52
12315 - Registered Nurse III, Anesthetist	39.52
12316 - Registered Nurse IV	47.38
12317 - Scheduler (Drug and Alcohol Testing)	29.47
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.72***
13054 - Library Information Technology Systems Administrator	27.70
13058 - Library Technician	17.58
13061 - Media Specialist I	19.99
13062 - Media Specialist II	22.35
13063 - Media Specialist III	24.92
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	18.49
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.56
14042 - Computer Operator II	26.35
14043 - Computer Operator III	29.38
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		23.56
14160 - Personal Computer Support Technician		32.84
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.09
15020 - Aircrew Training Devices Instructor (Rated)		42.45
15030 - Air Crew Training Devices Instructor (Pilot)		50.89
15050 - Computer Based Training Specialist / Instructor		35.09
15060 - Educational Technologist		36.68
15070 - Flight Instructor (Pilot)		50.89
15080 - Graphic Artist		25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.89
15086 - Maintenance Test Pilot, Rotary Wing		50.89
15088 - Non-Maintenance Test/Co-Pilot		50.89
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.37***
16030 - Counter Attendant		11.37***
16040 - Dry Cleaner		14.61***
16070 - Finisher, Flatwork, Machine		11.37***
16090 - Presser, Hand		11.37***
16110 - Presser, Machine, Drycleaning		11.37***
16130 - Presser, Machine, Shirts		11.37***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.37***
16190 - Sewing Machine Operator		15.48***
16220 - Tailor		16.65***
16250 - Washer, Machine		12.50***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.21
19040 - Tool And Die Maker		27.87
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.25
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		16.42***
21071 - Order Filler		16.83***
21080 - Production Line Worker (Food Processing)		19.25
21110 - Shipping Packer		17.87
21130 - Shipping/Receiving Clerk		17.87
21140 - Store Worker I		13.64***
21150 - Stock Clerk		19.78
21210 - Tools And Parts Attendant		19.25
21410 - Warehouse Specialist		19.25
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.44
23019 - Aircraft Logs and Records Technician		32.03
23021 - Aircraft Mechanic I		37.62
23022 - Aircraft Mechanic II		39.44
23023 - Aircraft Mechanic III		41.27
23040 - Aircraft Mechanic Helper		26.98
23050 - Aircraft, Painter		35.72
23060 - Aircraft Servicer		32.03
23070 - Aircraft Survival Flight Equipment Technician		35.72
23080 - Aircraft Worker		33.89
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		33.89

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	37.62
II	
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	31.55
23130 - Carpenter, Maintenance	22.35
23140 - Carpet Layer	20.30
23160 - Electrician, Maintenance	24.39
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.84
23312 - Fuel Distribution System Operator	17.91
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.62
23381 - Ground Support Equipment Servicer	32.03
23382 - Ground Support Equipment Worker	33.89
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.42
23430 - Heavy Equipment Mechanic	29.36
23440 - Heavy Equipment Operator	22.83
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	16.42***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	28.33
23550 - Machinist, Maintenance	24.00
23580 - Maintenance Trades Helper	16.69***
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	21.67
23760 - Painter, Maintenance	19.31
23790 - Pipefitter, Maintenance	29.21
23810 - Plumber, Maintenance	27.72
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.24
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.58
23910 - Small Engine Mechanic	22.04
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.70
23965 - Well Driller	23.17
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03
24000 - Personal Needs Occupations	
24550 - Case Manager	18.79
24570 - Child Care Attendant	12.58***
24580 - Child Care Center Clerk	15.68***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.79
24630 - Homemaker	18.79

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.24
25040 - Sewage Plant Operator	22.57
25070 - Stationary Engineer	30.24
25190 - Ventilation Equipment Tender	21.31
25210 - Water Treatment Plant Operator	22.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	14.36***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92***
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.36***
27102 - Guard II	16.92***
27131 - Police Officer I	33.46
27132 - Police Officer II	37.20
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.67***
28042 - Carnival Equipment Repairer	17.13***
28043 - Carnival Worker	11.27***
28210 - Gate Attendant/Gate Tender	17.16***
28310 - Lifeguard	11.55***
28350 - Park Attendant (Aide)	19.20
28510 - Recreation Aide/Health Facility Attendant	14.00***
28515 - Recreation Specialist	23.40
28630 - Sports Official	15.28***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.71
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.47
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	26.86
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	27.37
30222 - Latent Fingerprint Technician II	30.23
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	21.44
30362 - Paralegal/Legal Assistant II	26.57
30363 - Paralegal/Legal Assistant III	32.49

30364 - Paralegal/Legal Assistant IV	39.31
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	29.69
30492 - Unexploded Ordnance (UXO) Technician II	35.92
30493 - Unexploded Ordnance (UXO) Technician III	43.05
30494 - Unexploded (UXO) Safety Escort	29.69
30495 - Unexploded (UXO) Sweep Personnel	29.69
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.92
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	18.35
31260 - Parking and Lot Attendant	12.00***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	20.07
31362 - Truckdriver, Medium	21.79
31363 - Truckdriver, Heavy	23.34
31364 - Truckdriver, Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.51
99030 - Cashier	12.46***
99050 - Desk Clerk	13.72***
99095 - Embalmer	24.05
99130 - Flight Follower	29.69
99251 - Laboratory Animal Caretaker I	14.74***
99252 - Laboratory Animal Caretaker II	16.12***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	15.60***
99710 - Recycling Laborer	21.11
99711 - Recycling Specialist	25.93
99730 - Refuse Collector	18.65
99810 - Sales Clerk	13.98***
99820 - School Crossing Guard	13.96***
99830 - Survey Party Chief	29.47
99831 - Surveying Aide	17.66
99832 - Surveying Technician	22.63
99840 - Vending Machine Attendant	17.05***
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0226-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY CONCERNING THE FAILURE TO APPEAR PROGRAM AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

WHEREAS, the Town Council has been presented with an interlocal agreement for the failure to appear program (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th day of February, 2024.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L Sargent, III, Town Attorney
Town of Hickory Creek, Texas



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

HICKORY CREEK MUNICIPAL COURT
1075 RONALD REAGAN AVE
HICKORY CREEK, TX 75065

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to [FTA Program](#).

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Denton

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [City or County] of Town of Hickory Creek (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Town of Hickory Creek Municipal Court	Department of Public Safety
Attn.:	Renee O'Neill, Court Administrator	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	1075 Ronald Reagan Avenue	
Address:	Hickory Creek, Texas 75065	
Fax:	940-497-0578	
Email:	renee.oneill@hickorycreek-tx.gov	
Phone:	940-497-2564	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

- The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court* Hickory Creek Municipal Court

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Lynn C. Clark, Mayor

Title

02/26/2024

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

February 6, 2024

Chandler Signs
14201 Sovereign Road
Fort Worth TX 76155



1075 RONALD REAGAN AVE.
HICKORY CREEK, TX 75065
940 - 497 - 2528 PHONE
940 - 497 - 3531 FAX

Re: Chick-fil-A #5408, 3550 FM 2181, Hickory Creek
Pole Sign Application

I have completed the preliminary review of the sign applications for the Chick-fil-A located at 3550 FM 2181 and have found that the sign labeled Sign A does not meet the criteria listed in the Town of Hickory Creek's Code of Ordinances.

Section 3.08.011 states:

(c) Maximum height above grade of an identification sign is 20 feet; maximum height above grade of a general business sign is 20 feet other than along the interstate highway where the maximum height shall be 50 feet.

(e) Such signs shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign.

Section 3.08.013(q) also says "No person shall erect, maintain or permit the erection of any pole sign except on-premises signs located on property fronting the interstate highway."

Due to the sign's location on FM 2181, the 60 foot height of the proposed sign exceeding the maximum height allowed, and the provided site plan showing the sign located 10 feet 5 inches from the eastern property line, I will be unable to approve the request for Sign A at this time.

The Code of Ordinances does allow for a variance request in 3.08.004 Exceptions. A written application would need to be filed with the Town Secretary within 10 days of the date of this letter. The application letter would need to state why the sign is needed and any special circumstances which create a difficulty or unnecessary hardship requiring a variance. The appeal would then go before the next Town Council meeting for review. If you wish to file the appeal, please submit the paperwork to krogers@hickorycreek-tx.gov.

Sincerely,

A handwritten signature in black ink that reads "C Chaudoir".

Chris Chaudoir

Town of Hickory Creek Community Development

chris.chaudoir@hickorycreek-tx.gov

City-close, lakeside living!



Phone: (940) 497-2528
Fax: (940) 497-3531

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Sign A

Commercial Permit Application

Building Permit #: 24-0205-3550-01

Project Name: Chick Fil A 5408 Valuation: 3,000

Project Address: 2181 Hickory 3550 FM 2181 Square Foot: 200 167 top

Project Description: New Addition Remodel Zoning: C-1 33 changeable

Sign Plumbing Mechanical Electrical Finishout Other

Scope of Work: Pole Sign

Does this project contain Food Services: Yes No Type: _____

Owner Information: Eric Seitz

Name: Seitz Group Contact Person: jbgonzales@chandler signs .com

Address: 1110 Corwin Rd Celina Tx Phone Number: 214-223-9077 Fax Number: _____ Mobile Number: 972-739-6545

Engineer	Contact Person	Phone Number	Fax Number
Architect	Contact Person	Phone Number	Fax Number
General Contractor	Contact Person	Phone Number	Contractor License Number
<u>Chandler signs</u>	<u>Josephine Gonzales</u>	<u>972-739-6545</u>	<u>18164 + 79762</u> <input type="checkbox"/>
Mechanical Contractor	Contact Person	Phone Number	Contractor License Number
Electrical Contractor	Contact Person	Phone Number	Contractor License Number
<u>Gary Stevens</u>	<u>Josephine Gonzales</u>	<u>972-739-6545</u>	<u>18164 + 79762</u> <input type="checkbox"/>
Plumbing Contractor	Contact Person	Phone Number	Contractor License Number

A permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. All construction must be completed within 12 months from issuance of permit. All permits require final inspection.

A certificate of occupancy must be issued before any building is occupied.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

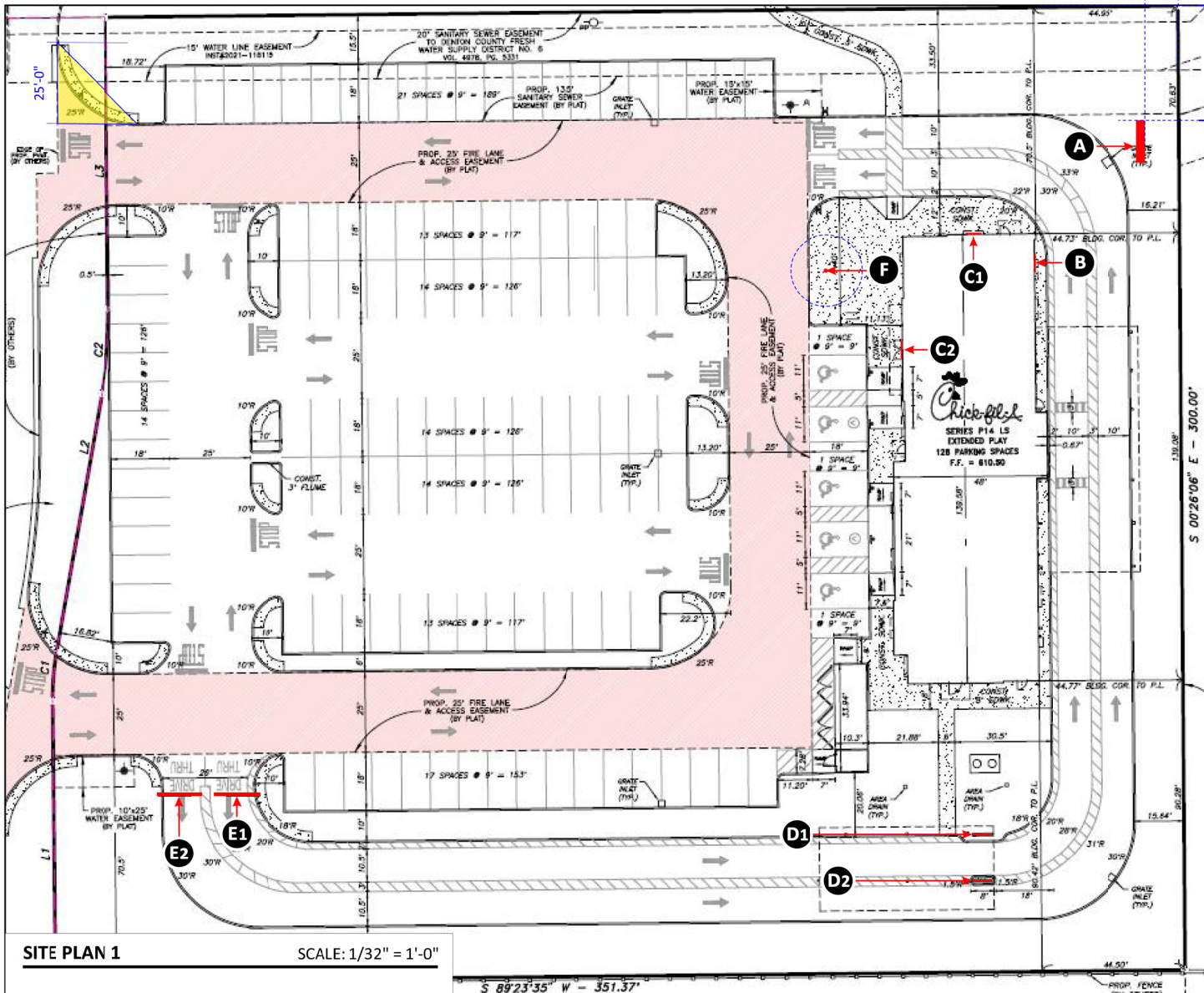
Signature of Applicant: Josephine Gonzales Date: 2/2/24

OFFICE USE ONLY:

Approved by: _____ Date approved: _____

Total Fees: _____
 Check # or Cash: _____
 Issued By: _____
 Issued Date: _____
 BV Project #: _____

Sign exceeds height requirement and is not located on an interstate highway 3.08.011 (c)
3.08.011(e) less than 30 ft from property line does not meet 3.08.011(j)
3.08.013(q) not fronting interstate highway
2/5/24 CChaudoir



SITE PLAN 1 SCALE: 1/32" = 1'-0"

SIGN I-D LETTER	FACE A	FACE B
A		
B		N/A
C1-2	5'-0"	N/A
D1 D2		N/A
E1		N/A
E2		N/A
F	50'	N/A

Design #
0635916AR1

Sheet 2 of 36

Client
#5408

Address
TEASLEY DRIVE FM 2181,
HICKORY CREEK, TX

Account Rep. KRISTEN HAMILTON
SCARLETT QUINTERO

Designer ANGELICA M

Date 11/14/2023

Approval / Date

Client

Sales

Estimating

Art

Engineering

Landlord

Revision/Date

R11/17/2024 AM: ELEVATIONS, FLOOR PLAN, REFLECTED CEILING PLAN, ADDED WELCOME FRIENDS AND FAMILY FOOD

CHANDLER SIGNS

National Headquarters
14021 Sovereign Road #101
Fort Worth, TX 76155
(817) 290-7400 Fax (817) 290-0441

San Antonio
17215 San Pedro Ave
Ste 200
San Antonio, TX 78232
(210) 449-3804 Fax (210) 449-4724

Georgia
111 Woodstone Place
Doraville, GA 30035
(770) 775-8822 Fax (770) 349-4724

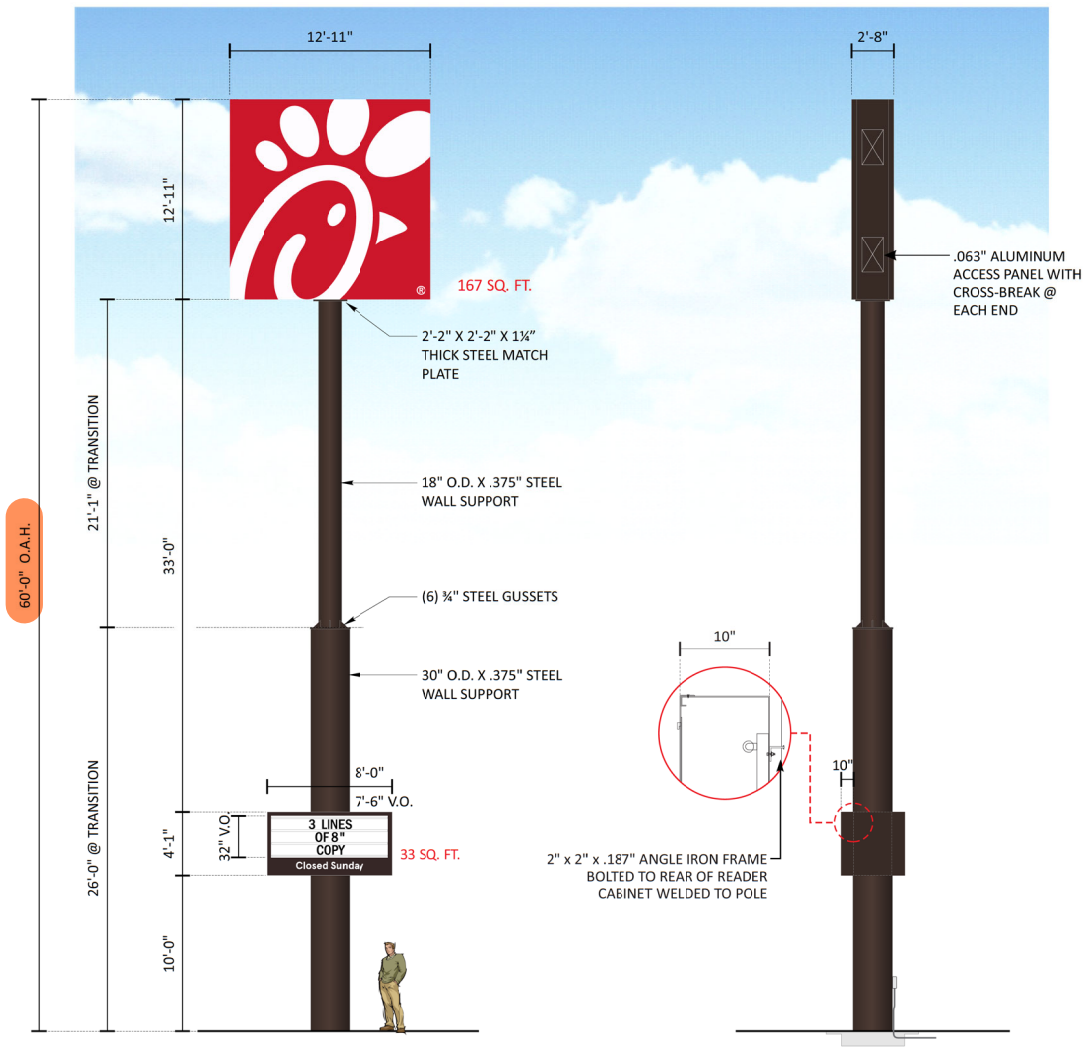
South Texas
PO BOX 125 206 South Drive
Portland, TX 78374
(817) 823-9799 Fax (817) 823-4224

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 610 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THE INSTALLER MUST PROVIDE PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL WEAR A LABEL.

SITE PLAN/KEY



END VIEW

D/F MAIN ID CABINET
 FABRICATED D/F ALUM. CABINET WITH SIGNCOMP RETRO FLAT BLEED FRAME AND COVER, WITH .063" ALUM. FILLER, PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS.

WHITE BLEED 3M PANOGRAPHIC III FLEX FACES DECORATED WITH 3M #3630-53 TRANSLUCENT CARDINAL RED VINYL APPLIED FIRST SURFACE. WHITE SHOW THRU GRAPHICS.

PAINT INTERIOR OF CABINETS MATTE WHITE, SEMI-GLOSS FINISH.

INTERNALLY ILLUMINATED WITH 7100K WHITE LEDS.

READER BOARD CABINET
 TWO (2) S/f .125" ROUTED ALUM. FACES AND COMMON FILLER PAINTED MATTHEWS #74155 DARK BRONZE. FACE ROUTED FOR READER BOARD AND COPY READING "CLOSED SUNDAY", FACES BACKED WITH WHITE POLYCARBONATE WITH CLEAR TRACK TO ACCOMMODATE THREE (3) LINES OF CHANGEABLE 8" COPY ON 9" PANEL BLACK CFA COMMERCIAL SET OF 334 LETTERS. INCLUDE CHANGER ARM. FRANKLIN GOTHIC EXTRA COND. INTERNALLY ILLUMINATED SAME AS ABOVE.

POLE SUPPORT
 STEEL POLES, PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS, WITH MATCH PLATES.
 ONE (1) 5'-0" DIA. x 14'-6" DEEP CONCRETE PIER REQUIRED. 6" OF CONCRETE OR CRUSHED CINDER BLOCKS PLACED IN BOTTOM OF FOUNDATION PRIOR TO MAIN POUR.

NOTE:
 STEEL AND FOUNDATION FOR SIGN TO BE DETERMINED BASED ON SITE SPECIFIC BASIS, LOCAL SOIL CONDITIONS AND WIND-LOAD REQUIREMENTS.

WEATHERPROOF POWER BOX PROVIDED and INSTALLED by CUSTOMER. PRIMARY ELECTRICAL by G.C.

A D/F PYLON WITH READERBOARD SIGN SCALE: 1/8" = 1'-0"
 ONE (1) REQUIRED - MANUFACTURE AND INSTALL 200 SF

DAL - MANUFACTURING
NEW RB FONT

Design #	
0635916AR1	
Sheet	6 of 36
Client	
#5408	
Address	
TEASLEY DRIVE FM 2181, HICKORY CREEK, TX	
Account Rep.	KRISTEN HAMILTON SCARLETT QUINTERO
Designer	ANGELICA M
Date	11/14/2023
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	
R11/17/2024 AM. ELEVATIONS, FLOOR PLAN, REFLECTED CEILING PLAN, ROOFED WELCOME FRIENDS AND FAMILY FOODS	

CHANDLER SIGNS

National Headquarters 14021 Sovereign Road #101
Fort Worth, TX 76155
(817)912-2000 Fax (817)912-0044

San Antonio 17919 San Pedro Ave
Ste 200
San Antonio, TX 78232
(210)349-3804 Fax (210)349-8724

Georgia 111 Woodstone Place
Doraville, GA 30035
(770) 725-8832 Fax (770) 349-8724

South Texas PO BOX 125 206 South Drive
Portland, TX 78374
(817) 583-9799 Fax (817) 583-9799

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ALL EDITIONS OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THE INSTALLER IS RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR A LABEL.

Chick-fil-A

A



CHANDLER
SIGNS

P: 214.902.2000

F: 214.902.2044

14201 Sovereign Road
Suite 101
Fort Worth, TX 76155

chandlersigns.com

February 16, 2024

**RE: Chick-fil-A #5408
3550 FM 2181
Hickory Creek, TX**

To whom it may concern,

Chandler Signs is a national sign vendor for Chick-fil-A. We are working on the site listed above. We are requesting consideration outside of the City of Hickory Creek sign ordinance.

1. We are requesting a sign at 60' overall height. We have a 50' billboard sign east of our site and in very close proximity to our site. The billboard blocks visibility to our sign at many heights including 30', 35' and 40' which can be seen in our drone video comparison. For vehicles traveling West bound on Teasley Drive we have very poor visibility. We are also contending with trees that range in height but up to about 28'. In addition, we have telephone poles and electrical lines across the front of the property which are adversely affecting our visibility.
2. We are requesting permission to install our sign closer than 30' to the eastern property line. The sign is currently shown 10'5" from the eastern side and 35'6" from the front property lines. The Chick-fil-A site has easements across the entire front of our property, the location we are showing the sign is the only location across the front of the site that is a viable location for the sign.

We do have aerial footage and photos that show the scenarios and how we landed at 60' height for the best visibility. We appreciate all the consideration given to this request.

Sincerely

Kristen Hamilton
National Account Manager
Chandler Signs, LLC



CHANDLER
SIGNS

CUSTOMER	<u>Chick-fil-A 5408</u>		
ADDRESS	<u>Teasley Dr FM 2181</u>		WO # <u>635916</u>
	<u>Hickory Creek, Tx</u>		P.M. <u>Scarlett Quintero</u>
SURVEY DATE	<u>9-15-23</u>	SURVEY TEC	<u>TH</u> LOCATION # <u> </u>

e

Chick-fil-A 5408 Relo-Kensington Square
Teasley Dr FM 2181
Hickory Creek, Tx

Billboard Measurements



09 15 2023



CHANDLER
SIGNS

CUSTOMER Chick-fil-A 5408

ADDRESS Teasley Dr FM 2181

Hickory Creek, Tx

SURVEY DATE 9-15-23 SURVEY TEC TH

WO # 635916

P.M. Scarlett Quintero

LOCATION #

Site





CHANDLER
SIGNS

CUSTOMER Chick-fil-A 5408

ADDRESS Teasley Dr FM 2181

Hickory Creek, Tx

SURVEY DATE 9-15-23 SURVEY TEC TH

WO # 635916

P.M. Scarlett Quintero

LOCATION #

Billboard

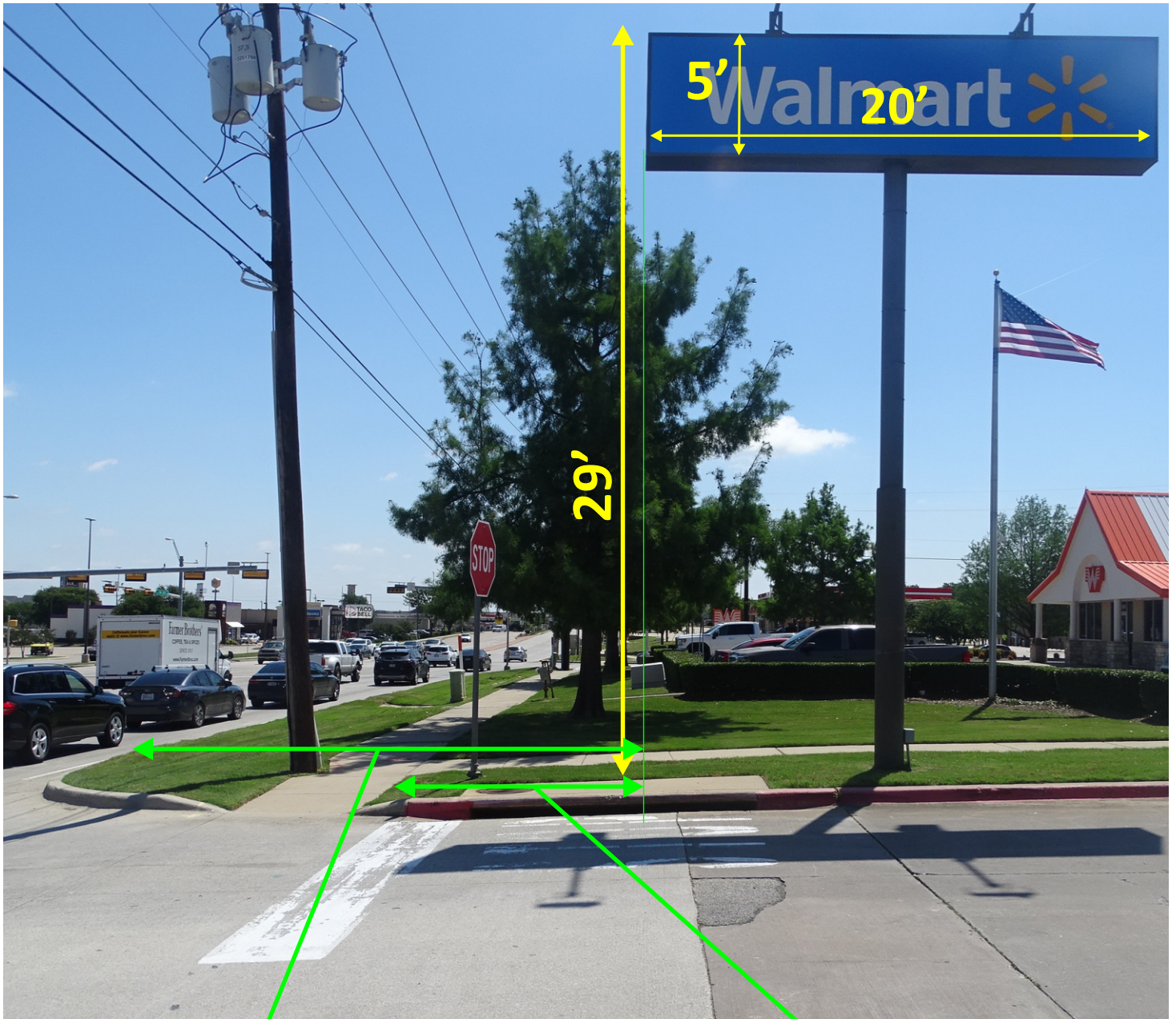
Dimensions and Set-back below





CUSTOMER	Chick fila	WO #	635916
ADDRESS	Teasley dr. FM 2181	SIGN #	
	Hickory Creek, Tx	LOCATION #	
SURVEY DATE	5-17-2023	SURVEY TEC	JM

Existing Wal mart pylon



31' from curb to edge of cabinet

10' from edge of cabinet to inside edge of sidewalk



CUSTOMER	<u>Chick fila</u>	WO #	<u>635916</u>
ADDRESS	<u>Teasley dr. FM 2181</u>	SIGN #	<u> </u>
	<u>Hickory Creek, Tx</u>	LOCATION #	<u> </u>
SURVEY DATE	<u>5-17-2023</u>	SURVEY TEC	<u>JM</u>

Racetrac cabinet





NATIONAL
MEDAL of HONOR
GRIFFIN INSTITUTE



LEADING IN THE MOMENT

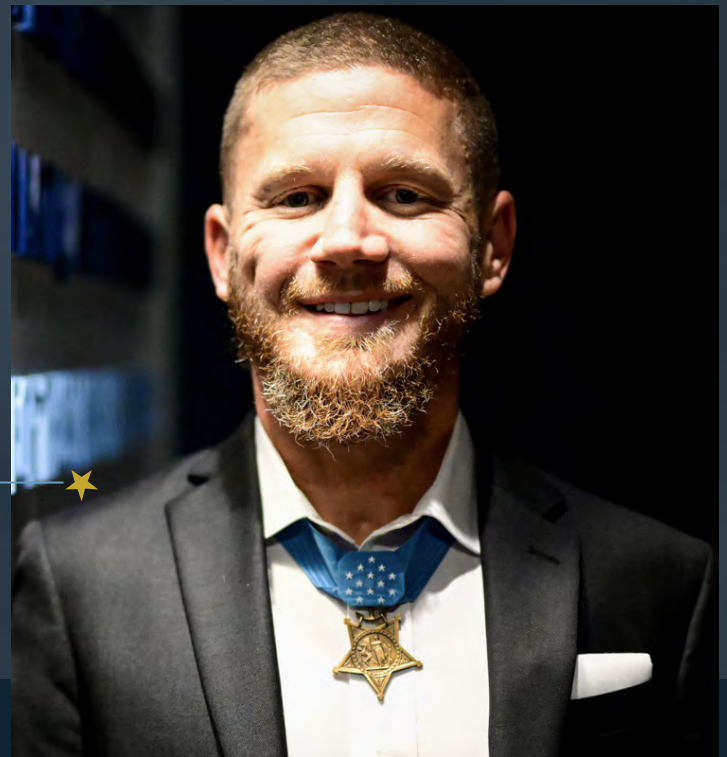
Applying the Medal of Honor Values to Work and Life



THE INAUGURAL MAYORS' COURSE



FEATURED SPEAKER



KYLE CARPENTER

Medal of Honor Recipient

United States Marine Corps
War in Afghanistan



William Kyle Carpenter, born October 17, 1989, is a medically retired United States Marine who received the nation's highest military recognition, the Medal of Honor, for his actions in Afghanistan in 2010. Kyle is the youngest living Medal of Honor recipient and is a husband, speaker, podcast host, author, traveler, and all-around life enthusiast. Kyle believes he was given a second chance at life to encourage others to understand what it means to live their own life to its fullest potential, with gratitude and purpose.

“

**...CONSPICUOUS GALLANTRY AND INTREPIDITY AT THE RISK OF
LIFE ABOVE AND BEYOND THE CALL OF DUTY...”**

LEADING IN THE MOMENT

Applying the Medal of Honor Values to Work and Life

PARTNER WITH OUR NATION'S GREATEST HEROES TO LIVE AND LEAD WITH HONOR



JOIN OTHER MAYORS FROM ACROSS THE NATION TO STRENGTHEN YOUR LEADERSHIP IMPACT

DURATION



2 VIRTUAL PREP SESSIONS
3.5 DAYS IN LIVE-ACTION WORKSHOP
ONGOING FOLLOW-UP

INTENDED FOR



MAYORS FROM ACROSS THE POLITICAL,
REGIONAL, AND DEMOGRAPHIC
SPECTRUM



**THIS COURSE TIMED
PERFECTLY WITH WHERE
I AM BOTH PROFESSIONALLY
AND PERSONALLY.”**

**LEARN TO LEAD
COURAGEOUSLY FROM
THOSE WHO PASSED THE
ULTIMATE TEST**

**IDENTIFY THE
VALUES-FOCUSED
CHALLENGES MAYORS
MUST GET RIGHT**

**BUILD A DIVERSE
NETWORK OF MAYORS
COMMITTED TO
WINNING TOGETHER**

OUTCOMES FOR THE MOMENTS THAT MATTER



- ★ Apply Medal of Honor lessons to solve your unique leadership challenges
- ★ Build enduring connections with a diverse group of Mayors from across the nation
- ★ Live and lead with honor in times of challenge and uncertainty
- ★ Learn how to create teams that readily go “above and beyond” for the mission
- ★ Battle against the “drift” threatening your team’s success
- ★ Strengthen the values which can elevate your leadership and help unite a nation

EVENT LOCATIONS AND EXPERIENCE SITES



**MEDAL OF HONOR HQ
PREVIEW CENTER**



**READYLAB TACTICAL
TRAINING SIMULATOR**



**CHOCKTAW BOARDROOM
COHORT CLASSROOM**



**CONSTRUCTION SITE
FUTURE MUSEUM**

WORKING AGENDA

Schedule Outline and Overview

A diverse cohort of select Mayors from across political and geographic locations will participate in **HIGHLY INTERACTIVE SESSIONS FRAMING LEADERSHIP THROUGH THE MEDAL OF HONOR.**

Participants will learn from Medal of Honor recipients, world-class facilitators, and other successful peers throughout this transformational and once-in-a-lifetime experience.



PRE-EVENT

VIRTUAL SESSION 1

February 22, 2024 - The Foundations of Honor
Time: 12:00 – 1:30 PM Central | Location: Zoom

VIRTUAL SESSION 2

February 29, 2024 - Becoming a Leader of Character
Time: 12:00 – 1:30 PM Central | Location: Zoom

IN-PERSON EVENT

DAY 0 - MARCH 7

ARRIVE AND ENGAGE
Check-In BY 4:00 PM

Welcome Dinner &
Call to Action

Challenge Session with Medal Of Honor Recipient
Session: What Great Leaders (and Mayors) Do

DAY 1 - MARCH 8

LIVING HONORABLY
Target Leader Values:
Integrity & Courage

Building Your Mayor's
Leadership Creed

3 Courage Catalysts
for the Battles in
Your Life

Working Dinner:
The Bonds Between Us

DAY 2 - MARCH 9

LIFTING OTHERS TO THEIR BEST SELVES
Target Leader Values:
Sacrifice & Commitment

Experiential Session with Special
Operations Warriors: The ReadyLab

Building Teams That Go Above
and Beyond

DAY 3 - MARCH 10

**FORGING A CULTURE OF SUCCESS
AND SIGNIFICANCE**
Target Leader Values:
Service to Something Bigger

Spotlight Mayor
Initiatives: Building
Your Plan for Impact

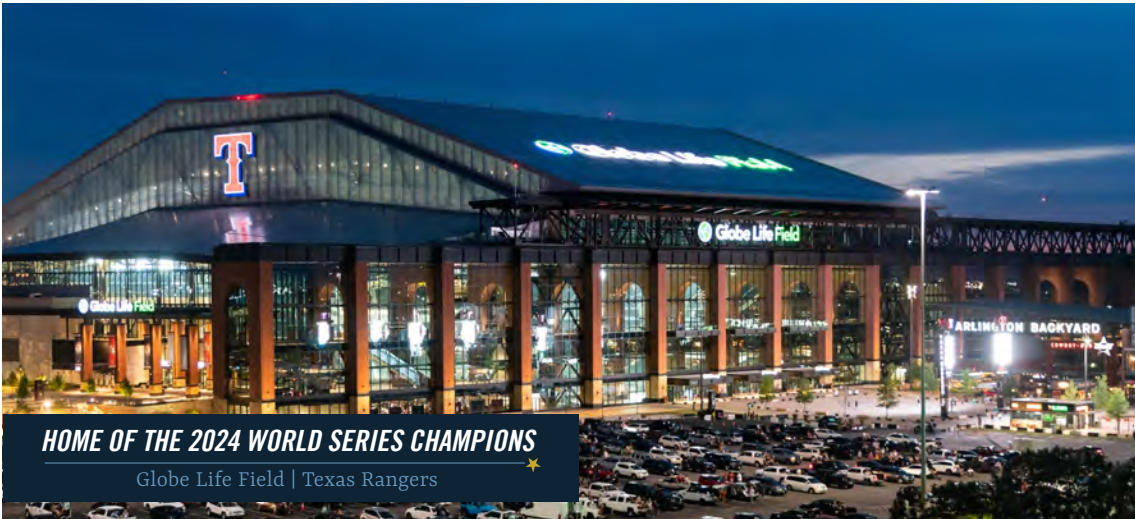
Experiential Session:
The Leadership
Accelerator

Commitment Ceremony
Dismissed BY 3:00 PM

POST-EVENT

All cohort members will be invited to participate in virtual “commitment check-in” sessions and have an opportunity to serve as alumni mentors for future cohorts. Program alumni can engage in other Institute offerings including virtual summits, learning lunches, peer coaching breakouts, and discussion groups through an open forum or invitation-only basis.

THE ARLINGTON EXPERIENCE





LOEWS
HOTELS



ACCOMODATIONS



- ★ Lodging at the brand new highly rated Arlington Loews Hotel
- ★ Expect a unique dining experience with each meal moment
- ★ Transportation provided from arrival through departure
- ★ Daily schedule provides for personal time
- ★ Close proximity to DFW / airport

TAKE-AWAYS



- ★ Lessons in leadership from world-class facilitators, veterans, and special guests
- ★ Round-table policy discussions with mayors from across the nation, supported in a non-partisan framework
- ★ Griffin Institute branded items and books by noted authors
- ★ Post-event follow up and networking to continue facilitating leadership growth
- ★ Photos and media kit provided to share your experience with constituents

**TO RESERVE YOUR SPOT FOR THE 2024 MAYORS' COURSE,
OR FOR ADDITIONAL INFORMATION, PLEASE REACH OUT TO:**

RACHEL RAYMER

Course Administrator; Registration POC

rraymer@mohmuseum.org

847-507-2875

DR. KEVIN BASIK

Course Director; Chief of Leadership Programs

kbasik@mohmuseum.org

334-467-6346

COURSE SCHEDULE

	DAY 0 TRAVEL AND LAUNCH MARCH 7, 2024	DAY 1 LIVES HONORABLY MARCH 8, 2024	DAY 2 LIFTS OTHERS TO THEIR BEST SELVES MARCH 9, 2024	DAY 3 ADVANCES THE MISSION MARCH 10, 2024
7:00am				
7:30am				
8:00am			BREAKFAST/ORIENTATION READYLAB	
8:30am		WELCOME		BREAKFAST/REFLECTION PREVIEW CENTER
9:00am		BREAKFAST GROUNDING SESSION PREVIEW CENTER		
9:30am		MORNING RITUALS		
10:00am		VALUE 1: INTEGRITY THE LEADER YOU MEAN TO BE	VALUE 3/4: SACRIFICE AND COMMITMENT READYLAB: SPECIAL FORCES IMMERSION EXPERIENCE	VALUE 5: SERVICE TO SOMETHING BIGGER THE WAY FORWARD TOGETHER CLASSROOM
10:30am				
11:00am				
11:30am				
12:00am			WORKING LUNCH READYLAB	LUNCH BATTERS EYE
12:30am		LUNCH PREVIEW CENTER	TRUST AND PSYCH SAFETY THE INTERPERSONAL DOMAIN READYLAB	
1:00pm				TRANSIT TO GRAD SITE
1:30pm			TRANSIT TO MUSEUM OVERLOOK BUS	COMMITMENT CEREMONY GRADUATION PHOTO
2:00pm	ARRIVE IN DFW / CHECK IN TO LIVE BY LOEWS BY 4:00	VALUE 2: COURAGE CONQUERING THE FEAR	TRANSIT TO CLASSROOM BUS	
2:30pm			SERVICE TO OTHERS MOVING THE NEEDLE FOR OTHERS CLASSROOM	TRANSIT TO HOTEL
3:00pm				
3:30pm				
4:00pm				DEPART
4:30pm	DOWNTIME			
5:00pm	WELCOME - MIXER (LOEWS GAMEDAY ROOM - 4TH FLOOR)	DOWNTIME	DOWNTIME	
5:30pm				
6:00pm	WELCOME DINNER MEDAL OF HONOR FIRESIDE CHAT THE MOMENTS THAT MATTER			
6:30pm		WORKING DINNER YOUR LEADERSHIP JOURNEY LOEWS GRIDIRON ROOM - 4TH FLOOR	BONDING DINNER AMERICAN RODEO GLOBE LIFE FIELD SUITE	
7:00pm				
7:30pm				
8:00pm				

Priority Rankings

Rank	Action Plan	High	Moderate	Low
1	Trails Along the Lake	◆		
2	Trails Connected Through the Town	◆		
3	Expand Amenities Along the Lake	◆		
4	Trails Connected to Neighboring Communities	◆		
5	Benches / Seating Areas	◆		
6	Fishing Pier	◆		
7	Playgrounds for Children	◆		
8	Additional Lighting in Parks	◆		
9	Wildlife, Plant & Bird Education Stations Along Trail	◆		
10	Sandy Beach Area		◆	
11	Picnic Areas with Grilling Stations		◆	
12	Spraygrounds		◆	
13	Open Spaces / Natural Areas		◆	
14	Sand Volleyball		◆	
15	Dog Park		◆	
16	Disc Golf		◆	
17	Mountain Bike / BMX Trails		◆	
18	Community Garden			◆
19	Exercise Stations Along Trails			◆
20	Additional Large Pavilions			◆
21	RV Park and Camping Areas			◆
22	Multipurpose Sports Fields For Practice and Play			◆
23	Food Truck Park Area			◆
24	Tennis Courts			◆
25	Amphitheater			◆

