



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 4, 2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Department of the Air Force, Davis-Monthan Air Force Base

**\*Project Title/Description:**

Intergovernmental Agreement (IGA) Between Pima County, Arizona and Department of the Air Force, Davis-Monthan AFB for Wastewater Metering Service, Sewer Maintenance, and Billing

Pima County Regional Wastewater Reclamation Department has completed re-negotiations of CTN-WW-16-050 with Davis-Monthan Air Force Base (DMAFB) for the operation and maintenance of the wastewater metering facility to accurately measure and bill the volume of wastewater being discharged by DMAFB into the public sewer system. DMAFB has agreed to pay up to \$250,000 a year for 10 years of Metering Service and up to \$250,000 a year for 10 years for Sewer Maintenance, a total of \$500,000.

Because the Federal contract process requires the Board of Supervisors' approval first, DMAFB has requested your signature to be submitted on Standard Form (SF) 1449 to move forward. The IGA language has been inserted into the SF 1449.

**\*Purpose:**

The purpose of this IGA is to assign responsibilities of the Parties for the continued operation and maintenance of the metering facility, assign responsibilities for sewer maintenance outside the DMAFB fence, where the DMAFB-owned sewer joins the County's sewer system, and describe billing and payment arrangements.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Proper operation and maintenance of the metering facility and accurate data of flows.

**\*Public Benefit:**

Appropriate User Fees will be charged and collected.

**\*Metrics Available to Measure Performance:**

Accurate monthly billing for flows from DMAFB.

**\*Retroactive:**

No

TO: COB 9/9/22 (2)  
Vers: 1  
Pgs: 11

SEP09'22AM0858 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CTN

Department Code: WW

Contract Number (i.e., 15-123): 23-036

Commencement Date: 10/4/2022

Termination Date: 10/3/2032

Prior Contract Number (Synergen/CMS): CTN-WW-16-050

☐ Expense Amount \$ \_\_\_\_\_ \*

☒ Revenue Amount: \$ 500,000 (maximum)

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Eric Wieduwilt

Department: Regional Wastewater Department

Telephone: (520) 724-9841

Department Director Signature:  Date: 9/6/22

Deputy County Administrator Signature:  Date: 9/8/2022

County Administrator Signature: \_\_\_\_\_ Date: 9/8/2022

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER A018953		PAGE 1 OF 11	
2. CONTRACT NO.  FA487722H0001		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME  Michael Orchowksi		b. TELEPHONE NUMBER (No collect calls)  (520) 228-4918		6. SOLICITATION ISSUE DATE	
9. ISSUED BY FA4877 355 CONS PK 3180 S CRAYCROFT RD BLDG 2525 DAVIS MONTHAN AFB, AZ 85707-3522 UNITED STATES Contracting Officer, Email: 355CONS.PKBA.Services@us.af.mil Telephone: (520) 228-4918		CODE FA4877		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541990 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		8. OFFER DUE DATE/ LOCAL TIME	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS  Net Days 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  See Schedule		CODE		16. ADMINISTERED BY FA4877 355 CONS PK 3180 S CRAYCROFT RD BLDG 2525 DAVIS MONTHAN AFB, AZ 85707-3522 UNITED STATES SCD:		CODE FA4877	
17a. CONTRACTOR/ OFFEROR PIMA COUNTY Jackson Jenkins, Email: Jackson.Jenkins@pima.gov 201 N Stone Ave 8th Floor TUCSON, AZ 85701-1207 UNITED STATES TELEPHONE NO. (520) 724-6549		CODE 3LTU5 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216 UNITED STATES		CODE F87700	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		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						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data					26. TOTAL AWARD AMOUNT (For Govt. Use Only) USD 500,000.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
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 1 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)		31c. DATE SIGNED	

ATTEST:

Approval as to Form:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Deputy County Attorney

## Supplies or Services & Prices or Costs

### Additional Information/Notes

Fully Loaded Labor Rates = RWRD Average Hourly Rate (as approved by the Pima County Board of Supervisors) + 33.9% Employee Burden + 80.5% Admin Overhead

Item	Supplies/Service	Qty	Unit	Unit Price	Amount
0001	Metering Services Pricing Arrangement: Time and Materials	10	Years	Not to Exceed	Ceiling Amount USD 250,000.00
0002	Sewer Maintenance (as needed) Pricing Arrangement: Time and Materials	10	Years	Not to Exceed	Ceiling Amount USD 250,000.00

## **Description/Specifications/Statement of Work**

### **INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY, ARIZONA AND DEPARTMENT OF THE AIR FORCE, DAVIS-MONTHAN AFB FOR WASTEWATER METERING SERVICE, SEWER MAINTENANCE, AND BILLING**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Department of the Air Force ("DAF"), Davis-Monthan Air Force Base ("DMAFB"), an Agency of the Federal Government pursuant to A.R.S. Section 11-952.

#### **RECITALS**

1. County may contract for services and enter into agreements with other governmental entities, including the federal government, for joint or cooperative action pursuant to A.R.S. Section 11-951, et seq.
2. County is authorized by A.R.S. Section 11-264 to operate wastewater treatment and collection system (System).
3. DAF is authorized to maintain and operate DMAFB pursuant to Federal authorization.
4. DMAFB (a "User" as defined by County Code) discharges wastewater to the County's wastewater system through a privately collection system owned, operated, and maintained by DAF.
5. Pursuant to federal contract number FA4877-14-P-A091/ County contract number CTN-WW-15-041, the County and DAF (collectively referred to as "Parties") designed and installed a metering facility on DMAFB property.
6. DAF has granted an easement for access and maintenance, which expires on 14 September 2041 (County Contract CTN-WW-16-257, aka CT-RPS-22-001).
7. Wastewater in the DMAFA collection system is measured through the dedicated metering facility owned by County.
8. The Parties previously operated under a Memorandum of Agreement for metering and billing services (County Contract CTN-WW-16-050).
9. County measures total wastewater flow each month and, based on those flows, charges DAF a User Fee (as defined by County Code) for the cost of transporting and treating DMAFB's wastewater.
10. The Parties have reached agreement on the continued operation and maintenance of a wastewater metering facility and a process to manage User fee billing for the wastewater discharges from DMAFB.

NOW, THEREFORE, The Parties pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

#### **AGREEMENT**

Purpose. The purpose of this IGA is to: (1) set forth the responsibilities of the Parties for the continued operation and maintenance of the metering facility (collectively, the "Metering Services"); (2) set forth the responsibilities of the Parties for sewer maintenance outside the DMAFB fence: County will provide maintenance support of the DMAFB-owned sewer system proximal to the metering facility. Sewer maintenance for accurate operation of the flow metering facility goes from manholes with County identification numbers 9838-15 and 1769-13, located on the two parallel sewers west of the DMAFB security fence, west through the metering facility to where the DMAFB-owned sewer joins the County's sewer system; (3) This agreement does not affect the Pima

County/DMAFB MOA for capacity and wastewater utility fees (County Contract CTN-WW-20-074).

1. GENERAL PROVISIONS.

a. DAF shall notify the County of any known or anticipated changes in the volume or characteristics of the wastewater accepted into the County sewer system.

b. County will properly manage all wastewater received into the County sewer system from the DMAFB sanitary sewer system.

2. METERING SERVICES. The Metering Services consist of activities associated with the operation and maintenance of the metering facility for the purpose of measuring the volume of wastewater discharged by DMAFB into the County's sewer system.

a. The metering facility is located on Federal Government property and DAF will maintain grants to the County of appropriate easements, rights of entry, or agreed upon instruments for access to perform operation and maintenance activities.

b. All wastewater flows from DMAFB to the County sewer system will be measured by suitable metering equipment of standard manufacture.

c. Metering Services include the cost to furnish, install, maintain, repair or replace, and calibrate, the metering equipment and associated assets, and the cost of the resources to manage the data produced by the metering facility.

d. When more than a single meter is used at a service location, the readings for billing thereof may be averaged or one meter selected as the primary meter, as appropriate.

e. In the event any meter malfunctions or fails to provide the agreed upon service, the County will estimate the volume of wastewater delivered during such period of time by using applicable data from the immediate period prior to malfunction. An appropriate adjustment will be made to account for the unmeasured flows.

f. County will calculate a monthly total flow volume from the meter data.

g. DAF will have the right to request detailed monthly metering data in CSV format or similar Electronic Data Deliverable (EDD), as applicable.

h. DAF will have the right to examine, at any reasonable time, the maintenance records, meters, and data of the County produced from the metering facility.

3. SEWER MAINTENANCE

a. County will support the maintenance of the DMAFB-owned sewer system proximal to the metering facility.

b. County will clean sewer pipes when metering data is impacted by material in the sewer.

c. County will conduct inspection of the sewer pipes when requested by DMAFB Utility Manager and identify structural defects that may impact operation of the metering facility or sewer system.

d. County will bill for work performed under clauses 3.b. and 3.c. following process and requirements of Paragraph 4.b.



- e. County will repair defects after approval by DMAFB Utility Manager and by following procedure of clause 4.e and 4.f.
- f. County is not responsible for operation and maintenance of private sewer system and not liable for any conditions or events that occur in the private sewer system.

#### 4. BILLING AND PAYMENT.

- a. County will provide monthly wastewater billing statements to DAF containing a charge for metering facility operation and maintenance.
- b. County will include in each billing statement a roll-up line item for the Metering Services and Sewer Maintenance incurred by County during the billing period.
- c. County will conduct Meter Services and Sewer Maintenance up to the stated annual limitations on the SF1449 or the funding limitations provided by DMAFB's Contracting Officer each year, whichever is less. Before conducting any work in excess of the limits, the County must obtain approval from DMAFB's Contracting Officer. County will furnish DAF, on or before the last day of each calendar month, an invoice for the previous calendar month.
- d. DAF will pay, on a monthly basis, the County assessed costs associated with the provision of the Metering Services.
- e. Cost breakdowns for all proposed sewer repair work will be provided by the County primary point of contact listed in 6.0 to DMAFB's Contracting Officer for review.
- f. All proposed sewer repair work must be approved by DMAFB's Contracting Officer prior to the work being performed.
- g. DAF's paying office will forward payments, along with a copy of billed invoices, to the County within forty-five (45) days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

#### 5. AVAILABILITY OF RECORDS.

- a. County shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three (3) years after final payment under this agreement or for any shorter period specified.
- b. If this agreement is completely or partially terminated, the records relating to the work terminated shall be made available to DMAFB by the County for three (3) years after any resulting final termination settlement.
- c. Records relating to appeals under the disputes clause, or to litigation, or the settlement of claims arising under, or relating to this agreement will be made available by both Parties until such appeals, litigation, or claims are finally resolved.
- d. Records include books, documents, accounting procedures and practices, and other data, regardless of type, and regardless of form.
- e. This clause does not require the County to create or maintain any record that the County does not maintain in the ordinary course of business or pursuant to a provision of law.

6. POINTS OF CONTACT. The following points of contact will be used by the Parties to communicate in the implementation of this IGA. Each party may change its point of contact upon reasonable notice to the other

party.

For DAF-

Primary - 355th Civil Engineer Squadron, Foreman Utility Systems, 520-228-4167

Alternate - 355th Civil Engineer Squadron, Installation Management Flight, 520-228-6898

Contracting Officer - 355th Contracting Squadron, 520-228-4918

For PIMA COUNTY-

Primary - RWRD Deputy Director of Technical Services and Engineering, 520-724-6500

Alternate - RWRD Director's Office, 520-724-6500

7. TERM. This IGA shall be effective on the date last signed by both parties and shall continue for a period of ten (10) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
8. EXTENSION. At the end of the ten (10) year term, the Parties may extend this IGA through written amendment signed by the Parties.
9. TERMINATION OF AGREEMENT. This IGA may be terminated by either party by giving at least ninety (90) days' written notice to the other party. This IGA may also be terminated at any time upon the mutual written consent of the Parties.
10. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA.
11. SEVERABILITY. If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
12. CONFLICT OF INTEREST. This IGA is subject to cancellation for conflict of interest pursuant to A.R. S. Section 38-511, the pertinent provisions of which are incorporated herein by reference.
13. LEGAL AUTHORITY. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. WORKER'S COMPENSATION. To the degree required by law, each party shall comply with the notice of A.R.S. Section 23-1022 (E). For purposes of A.R.S. Section 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
15. NO JOINT VENTURE. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between County and any DAF employees, or between DAF and any County employees. Neither party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. NO THIRD PARTY BENEFICIARIES. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.



17. NOTICE. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:  
Director, RWRD  
201 N. Stone Avenue, 8th Floor  
Tucson, Arizona 85701

With copies to:  
County Administrator  
130 West Congress Street, 10th Floor  
Tucson, Arizona 85701

Clerk of the Board  
130 West Congress, 5th Floor  
Tucson, Arizona 85701

DAF:  
Energy Engineer/Utility Manager, 355 CES  
3775 S. Fifth Street  
Davis-Monthan AFB, AZ 85707

With copies to:  
355 CONS/PKBA  
3180 S. Craycroft Rd Bldg 2525  
Tucson, Arizona 85707

18. AVAILABILITY OF FUNDS. This Agreement does not document the obligation of funds between the Parties. Any obligation of funds in support of this Agreement will be accomplished using a Miscellaneous Obligation Reimbursement Document. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation. DMAFB's Contracting Officer will provide the funds availability to the County no less than annually.

19. ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written. Unless otherwise provided herein, this agreement shall not be modified, amended, altered, or extended except through a written amendment signed by the parties.

## **Requirements**

Meter Maintenance Agreement

## Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: FIP35E CountryCode: USA</p> <p>355 CES CED AF BPN NO MILSBILLS PROCESSES 3745 SOUTH THIRD ST BUILDING 5314 DAVIS MONTHAN AFB, AZ 85707 UNITED STATES</p> <p>Jared Frosch Email: jared.frosch.1@us.af.mil Telephone: 520-228-5141</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: N/A</p> <p>DoDAAC: FIP35E CountryCode: USA</p> <p>355 CES CED AF BPN NO MILSBILLS PROCESSES 3745 SOUTH THIRD ST BUILDING 5314 DAVIS MONTHAN AFB, AZ 85707 UNITED STATES</p> <p>Jared Frosch Email: jared.frosch.1@us.af.mil Telephone: 520-228-5141</p>

## Deliveries or Performance

Line Item	Delivery Schedule	QTY	Address and POC
0001	<p>Delivery Schedule</p> <p>10 Calendar Years after expiration of SAF/IEI Waiting Period or Signature by DMAFB's Contracting Officer (whichever is later)</p>	10 Years	<p>Place of Performance DoDAAC: F1P35E CountryCode: USA 355 CES CED AF BPN NO MILSBILLS PROCESSES 3745 SOUTH THIRD ST BUILDING 5314 DAVIS MONTHAN AFB, AZ 85707 UNITED STATES</p> <p>Jared Frosch Email: jared.frosch.1@us.af.mil Telephone: 520-228-5141</p>
0002	<p>Delivery Schedule</p> <p>10 Calendar Years after expiration of SAF/IEI Waiting Period or Signature by DMAFB's Contracting Officer (whichever is later)</p>	10 Years	<p>Place of Performance DoDAAC: F1P35E CountryCode: USA 355 CES CED AF BPN NO MILSBILLS PROCESSES 3745 SOUTH THIRD ST BUILDING 5314 DAVIS MONTHAN AFB, AZ 85707 UNITED STATES</p> <p>Jared Frosch Email: jared.frosch.1@us.af.mil Telephone: 520-228-5141</p>

## Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2021
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997
52.222-3	Convict Labor.	Jun 2003
52.222-21	Prohibition of Segregated Facilities.	Apr 2015
52.222-26	Equal Opportunity.	Sep 2016
52.222-35	Equal Opportunity for Veterans.	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-50	Combating Trafficking in Persons.	Nov 2021
52.222-54	Employment Eligibility Verification.	Nov 2021
52.222-55	Minimum Wages Under Executive Order 13658.	Nov 2020
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2017
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-3	Protest after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep 2013
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.225-7001	Buy American and Balance of Payments Program.	Dec 2017
252.225-7002	Qualifying Country Sources as Subcontractors.	Dec 2017
252.225-7048	Export-Controlled Items.	Jun 2013
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.242-7006	Accounting System Administration.	Feb 2012
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.244-7000	Subcontracts for Commercial Items.	Oct 2020

### FAR Clauses Incorporated by Full Text

#### 52.204-1 Approval of Contract. Dec 1989

This contract is subject to the written approval of Pima County Board of Supervisors and shall not be binding until so approved. (End of clause)

## 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. Dec 2010

As prescribed in 22.1605 , insert the following clause:

### NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)