

KITTCOM Administrative Board Resolution 2020-5

A RESOLUTION allowing for the execution of a contract between KITTCOM – Law Enforcement Radio Dispatching for BLM (Bureau of Land Management) Law Enforcement Rangers and Agents;

WHEREAS, KITTCOM provides radio dispatch services and status checks for BLM in the State of Washington, when they are working in Kittitas County and;

WHEREAS, BLM agrees to pay all costs necessary to assure their law enforcement officers can adequately communicate with KITTCOM on the primary KITTCOM law radio frequency.

BE IT RESOLVED, that the KITTCOM Administrative Board hereby resolves to have the KITTCOM Administrative Board Chair sign this resolution therefore executing the contract which expires on March 31, 2022.

Adopted by the Administrative Board of KITTCOM on this 14th day of May 2020.

 5/14/2020

Geoff Scherer, Chairman, KITTCOM Administrative Board



ATTEST: Darlene A. Mainwaring, Secretary, KITTCOM Administrative Board

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 20
2. CONTRACT (Proc. Inst. Ident.) NO. 140L4320C0019		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0040472675	
5. ISSUED BY BLM OR-ST OFC PROC MGMT BR (OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204	CODE LHA	6. ADMINISTERED BY (If other than Item 5) CODE		

SCD-C

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) KITITITAS, COUNTY OF Attn: Darlene Mainwaring 700 ELMVIEW RD ELLENSBURG WA 98926-9338		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11. SHIP TO/MARK FOR BLM-OR SPOKANE DISTRICT OFFICE* 1103 N FANCHER SPOKANE WA 99212-1275	CODE 0070266859	FACILITY CODE 0004276620	12. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov	CODE IPP INV
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA 01
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$5,562.72
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 140L4320Q0071 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print) Darlene Mainwaring, Director	20A. NAME OF CONTRACTING OFFICER AMY	Digitally signed by AMY
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA	WOOLDRIDGE
19C. DATE SIGNED 5-14-2021	20C. DATE SIGNED Date: 2020.05.15 11:43:19	-07'00'
BY <u>Darlene Mainwaring</u> (Signature of person authorized to sign)	<u>WOOLDRIDGE</u> (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L4320C0019

PAGE OF
2 20

NAME OF OFFEROR OR CONTRACTOR
KITTITAS, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>Emergency Dispatch Support Services, Kittitas County, Washington State BLM Spokane District</p> <p>Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORW00000 Functional Area: L12320000.NU0000 Fund: 18XL5413AR Fund Center: LLORW00000 Project/WBS: LV.RD.OR040000 PR Acct Assign: 01 Period of Performance: 04/01/2020 to 03/31/2022</p> <p>Emergency Communications Service, Washington State Obligated Amount: \$5,562.72 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>The total amount of award: \$5,562.72. The obligation for this award is shown in box 15G.</p>				5,562.72

SECTION B – BID SCHEDULE

This requirement is for one (1) Firm Fixed Price Services contract for Law Enforcement Dispatch Services in Washington State. The contract contains a two-year base.

BASE Period (04/01/2020 – 03/31/2022)

Item no.	Item Description	Quantity	Unit of measure	Price
0001	Law Enforcement Dispatch Services from KITTCOM	24	MO	\$5,562.72
Grand Total (Base plus Options)				\$5,562.72

MO = Month

PERIOD OF PERFORMANCE: See Deliveries or Performance section.
(End of Supplies or Services and Prices/Costs)

SECTION C – STATEMENT OF WORK

C.1.0 PURPOSE

C.1.1 The Bureau of Land Management (BLM) is responsible for managing the public lands under its administration. The Contractor maintains an emergency communications system within the State of Washington. The purpose of this contract is to provide the use of this system to BLM Law Enforcement personnel.

C.1.2 The project location are the BLM-administered lands within Washington State.

C.2.0 DESCRIPTION OF SERVICES

C.2.1 The Contractor shall provide radio dispatch services to the BLM to include, but not limited to, the following: dispatch services, driver's checks, registration checks, criminal history checks, and status checks. These services shall be available to BLM law enforcement personnel 24 hours a day, year-round. The Contractor assumes no responsibility for any failure to receive BLM radio traffic, regardless of the reason.

C.2.2 The Contractor shall provide training on use of the Spillman Mobile System and the connectivity needed to use the system as well as any applicable documents setting forth the appropriate guidelines to install the Spillman Mobile Software.

C.2.3 The Contractor shall assist BLM's staff with the system administration of BLM's Mobile Application and NetMotion.

C.2.4 The Contractor shall generate BLM specific case numbers for each BLM event.

C.2.5 The Contractor shall provide status keeping for BLM units only when they call the Contractor making traffic stops or contacts with suspicious persons or activities. The Contractor will not make "routine" status checks of BLM units every 60 minutes as the Contractor does for its member agencies' field units.

C.2.6 The Contractor shall file with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source required by RCW 39.34.

C.2.7 Under Washington State Law, the Contractor bears the responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network

shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760 (3) and Chapter 314, Laws of 1977, First Ex. Sess., as now or hereafter emended.

C.2.8 The BLM hereby agrees that only authorized law enforcement personnel will have permission to use the Contractor's radio frequencies and that their use shall not cause the Contractor to violate the provisions of RCW 43.43.760 (3), Chapter 314, Laws of 1977, First Ex. Sess. The Contractor will assume that transmissions and information request made by BLM law enforcement personnel are from persons authorized to access and possess such information.

C.2.9 The BLM shall be responsible for providing the Contractor CAD Administrator with a current list of all radio user names and unique identification numbers each year of the contract. Personnel changes (new, updating, or removing) shall be provided to the Contractor CAD Administrator as soon as practical.

C.2.10 The BLM agrees to pay all costs necessary to assure that its law enforcement officers can adequately communicate with the Contractor on the Contractor's primary law enforcement dispatch frequency. The contractor assumes no liability for the failure of BLM's radio equipment; either mobile, portable or fixed base.

C.2.11 The BLM agrees to inform the Contractor in writing if the Contractor's personnel violate any of the policies, procedures, or guidelines set forth in this document. The BLM agrees that the Contractor's occasional failure to perform the services described in this document shall not be cause to invalidate this contract, unless the Contractor routinely fails to take corrective action after being notified by the BLM.

C.2.12 The BLM and Contractor agree that each party is responsible for compliance with Washington State public disclosure laws.

C.3.0 FEES FOR SERVICES

C.3.1 The Contractor shall bill quarterly. The Contractor's fees shall be determined each year by the Contractor's Administrative Board. The fees charged to the BLM will not exceed those fees charged to the Contractor's Interlocal member agencies.

C.5.0 PAYMENT

C.5.1 The Contractor shall bill the BLM via the ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (see Section G – Contract Administration Data).

(End of Statement of Work)

SECTION D - PACKAGING AND MARKING

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(End of Packaging and Marking)

SECTION E - INSPECTION AND ACCEPTANCE

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(End of Inspection and Acceptance)

SECTION F - DELIVERIES OR PERFORMANCE

The following clauses are incorporated by reference:

Clause	Title	Date
52.242-15	STOP WORK ORDER	AUG 1989

SECTION G - CONTRACT ADMINISTRATION DATA

The following local clauses are provided in full text:

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.
- (f) The following guidelines apply concerning your use of the past performance evaluation:
- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30- day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of clause)

(End of Contract Administration Data)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for all environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area.

H.3.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.3.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.3.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.3.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.3.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.4.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance

with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.5.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

H.6.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at www.epa.gov/cpg/products.htm.
- USDA Biobased product listings published at www.biopreferred.gov.
- Energy Star® product listings published at www.energystar.gov/products.
- FEMP Low Standby Power product listings published at <http://energy.gov/eere/femp/covered-product-categories>

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items
- 52.223-15 Energy Efficiency in Energy Consuming Products
- 52.223-17 Affirmative Procurement of EPA Designated Items in Service and Construction Contracts

H.7.0 RESTORATION OF RESOURCES

H.7.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment or other alternative deemed feasible may be withheld until the Contractor has complied with this requirement.

H.7.2 Site and Access Roads - Site and public or private access roads damaged by the Contractor shall be restored to the same condition they were in at the commencement of work, at the expense of the Contractor.

H.8.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

(End of Section H)

SECTION I - CONTRACT CLAUSES

The following provision is incorporated by reference:

Clause	Title	Date
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
Clause	Title	Date
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017

The following clauses are incorporated by reference:

Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.243-1	CHANGES – FIXED-PRICE	AUG 1987
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
1452.203-70	Restriction on Endorsements	JUL 1996

The following clauses are provided in full text:

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2020)

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

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

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

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (*Apr* 1984).

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

(iii) 52.232-11, Extras (*Apr* 1984).

(iv) 52.232-25, Prompt Payment (*Jan* 2017).

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

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (*Dec* 2013)

(vii) 52.233-1, Disputes (*May* 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (*Aug* 2019).

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

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

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (*May 2014*) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C.4212) (applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C.4212) (Applies to contracts of \$150,000 or more).

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

(viii)

(A) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

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

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

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

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

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

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (*Dec 2007*) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

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

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

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

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

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

(xvii) 52.225-1, Buy American-Supplies (*May 2014*) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

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

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct 2013*) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

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

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C.App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d))).

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

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (*Jun 2016*) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (*Oct 2015*) (Applies to contracts over \$35,000).

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

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

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

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

Federal Acquisition Regulation: <https://www.acquisition.gov/far/>
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=b070a518c1c45a42e6d2b20306487937&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

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

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

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

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

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

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

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011) (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

- \$ 500,000 each person
- \$ 500,000 each occurrence
- \$ 500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

(End of Contract Clauses)

SECTION J - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

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(End of Contract Documents, Exhibits or Attachments)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208

May 15, 2020

In Reply Refer To:
1510 (OR952)

Memorandum

To: Jeffrey Graham

From: Contracting Officer

Subject: Delegation of Contracting Officer's Representative Authority Contract No. 140L4320C0019 for Emergency Dispatch Support Services, Kittitas County, Washington State with KITTCOM.

You are hereby delegated authority as the Contracting Officer's Representative (COR) under the subject contract. This delegation is made without power of redelegation and shall remain in effect through the life of the contract unless revoked by the Contracting Officer (CO), are reassigned, or employment is terminated. As COR, you will assist in the technical monitoring and administration of this contract. You shall maintain a file for this contract that complies with Federal Acquisition Regulation (FAR) subpart 1.604.

COR duties include:

- Familiarize yourself with the terms and conditions of the contract and particularly those which fall within the area of your authority.
- Act as sponsor for contractor personnel covered under HSPD-12.
- Monitor the Contractor's performance and notify the Contractor of deficiencies observed during surveillance and instruct appropriate action to effect correction. Record and report to the CO incidents of faulty or nonconforming work, delays or issues. Issue Notice of Noncompliance (BLM Form 1510-58) as appropriate. Verify the Contractor has corrected all deficiencies and report outcome to CO.
- Inspect the supplies/services delivered for conformance with the contract work statement and specification requirements and make acceptance of, or reject for cause, such supplies/services. Ensure work is acceptable and progress of work (where allowed on services) is commensurate with Contractor invoicing.

- Obligate any payment of money by the Government;
- Cause the Contractor to incur costs, not otherwise covered by the contract, with the expectation that such costs will be reimbursed by the Government; and
- Conduct business with any family member and immediately report any family member(s) that is involved with the contract you are administering.

Contact the CO for guidance in the event you are in doubt as to the extent of your authority, or in any circumstance not covered above. Forward to the CO a copy of all correspondence initiated by you to the Contractor. This shall include memorandum of verbal discussions of a significant nature.

If you anticipate any change in service, you shall notify the Contracting Officer in advance to permit timely selection and designation of a successor COR. Your delegation of authority is immediately terminated without further notice once you separate from your BLM post. If a COR designation is revoked for any reason before completion of this contract, you shall turn the records over to the successor COR or obtain disposition instructions from the CO.

AMY WOOLDRIDGE

Contracting Officer

Digitally signed by AMY
WOOLDRIDGE

Date: 2020.05.15 11:45:52 -07'00

cc:

The County of Kittitas
%Darlene Mainwaring
700 Elmview Rd
Ellensburg WA
98926-9338