

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

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

1 DATE OF ORDER 03/13/2017		2 CONTRACT NO. (If any)		6 SHIP TO	
3 ORDER NO L17PX00330		4 REQUISITION/REFERENCE NO. 0040323443		a. NAME OF CONSIGNEE BLM-OR SPOKANE DISTRICT OFFICE*	
5 ISSUING OFFICE (Address correspondence to) BLM OR-SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212				b. STREET ADDRESS 1103 N FANCHER	
				c. CITY SPOKANE	d. STATE WA
				e. ZIP CODE 99212-1275	
7 TO ATTN GOVERNMENT POC				f SHIP VIA	
a. NAME OF CONTRACTOR KITITAS, COUNTY OF				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
c. STREET ADDRESS 205 W 5TH AVE STE 108				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ELLENSBURG		e. STATE WA	f. ZIP CODE 98926-2887		
9 ACCOUNTING AND APPROPRIATION DATA 01				10. REQUISITIONING OFFICE BLM-OR SPOKANE DISTRICT OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2017	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16 DISCOUNT TERMS PP30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Kittitas County Sheriff Department to provide for the enforcement of State and local laws relating to the protection of persons and property on public lands managed by the BLM per the attached statement of work. Applicable FAR Clauses Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		17(h) TOTAL (Cont. pages)
21 MAIL INVOICE TO						
a. NAME		Invoice Processing Platform System				\$25,000.00
b. STREET ADDRESS (or P.O. Box)		US Department of Treasury http://www.ipp.gov				
c. CITY		d. STATE	e. ZIP CODE		\$25,000.00	17(i) GRAND TOTAL

22 UNITED STATES OF AMERICA BY (Signature)



 23. NAME (Typed)
 Donald Vicena
 TITLE CONTRACTING/ORDERING OFFICER

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

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO

ORDER NO

L17PX00330

03/13/2017

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>and wage rate related data are included in this award package. Legacy Doc #: BLM Invoice Review Required: Y Admin Office: BLM OR SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORW00000 Functional Area: L10200000.NU0000 Fund: 16XL1109AF Fund Center: LLORW00000 PR Acct Assign: 01 Period of Performance: 05/01/2017 to 09/30/2017</p>					
00010	<p>KITTITAS COUNTY SD Supplemental L.E. Patrols</p> <p>The total amount of award: \$25,000.00. The obligation for this award is shown in box 17(i).</p>				25,000.00	

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

\$25,000.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

SECTION C – STATEMENT OF WORK

C.1.0 OBJECTIVE

- C.1.1 The Bureau of Land Management (BLM) is responsible for managing the public lands under its administration. Providing law enforcement and protective services in a consistent, efficient, and effective manner is a critical component to preserve public order and safety and to protect national interests in natural resources and infrastructure.
- C.1.2 The purpose of this contract is to obtain law enforcement services to assist the BLM in the administration and regulation of the use and occupancy of the public lands. The Kittitas County Sheriff's Office shall enforce the civil and criminal laws of the State and/or County on the public lands, waters, roads, and trails administered by the BLM. The BLM will pay for the actual costs associated with conducting law enforcement patrols including wages of law enforcement personnel, mileage, and other vehicle costs associated with typical law enforcement vehicle patrols. The Kittitas County Sheriff's Office shall furnish all necessary management, supervision, labor, transportation, equipment, materials.

C.1.3 GOVERNMENT FURNISHED PROPERTY

- A. The BLM will furnish to the assigned deputy any specialized equipment necessary to the patrol and investigative incidents. Items such as, but not limited to, keys to locked gates, hand and power tools, radios (mobile and portable), and surveillance equipment. Needed items will be issued to, and signed for on a DI-105 form, by the assigned deputy. Any issued equipment will remain the property of the BLM. The Sheriff's Office shall be responsible for ordinary maintenance and care of such equipment and be responsible for replacement or repair of damaged equipment issued to the assigned deputy.
- B. The project location is BLM administered public lands within Kittitas County, Washington.
- C. The performance period for the base contract shall be from May 1, 2017 to September 30, 2017.

C.2.0 DESCRIPTION OF SERVICES

- C.2.1 Sworn personnel assigned to duties under this contract shall be regular employees of the Kittitas County Sheriff's Office. Sworn personnel assigned to duties under this contract will be paid employees of the Kittitas County Sheriff's Office who have complied with the minimum standards as required by the Washington Criminal Justice Training Commission and that such officers shall not be in violation of the provisions of 18 U.S.C. 922, which prohibits persons convicted of a misdemeanor domestic violence crime from possessing firearms or ammunition.

- C.2.2 The Kittitas County Sheriff's Office shall provide for the enforcement of State and local laws relating to the protection of persons and property on the public lands. The lack of any specific request by BLM will not limit the authority of the Sheriff to respond to any situation in a fashion seen fit under State or local law.
- C.2.3 The Sheriff will assign Deputies to work on the public lands, waters, roads, and trails administered by the BLM within the confines of and adjacent to Kittitas County. The Deputies shall work shifts as scheduled between BLM and the Sheriff's Office. Most shifts will be scheduled for the Yakima River Canyon area but other scattered BLM lands may need occasional patrols. Assignment shall be for the period of this contract.
- C.2.4 The Sheriff shall have the deputies coordinate with the designated BLM Ranger regarding patrol needs and to exchange law enforcement information of benefit to both the Sheriff and the BLM.
- C.2.5 The Sheriff agrees to provide radio frequencies to BLM Rangers and authorize them to use those frequencies when working within Kittitas County for communication between Deputies working under the this agreement and the BLM Rangers.
- C.2.6 The Sheriff shall provide coverage for patrols made during hours which will be determined by the coordinating efforts between the BLM Ranger, and the County Sheriff's Office POC, and/or the BLM District or Field Manager.
- C.2.7 When requested by the BLM, the Sheriff may be asked to assist in special operations (i.e., marijuana eradication, special events, execution of warrants), or for other unforeseen or emergency situations.
- C.2.8 Ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Also, ensure that the County Sheriff's personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Ranger and District management personnel.

C.3.0 CONTRACTOR FURNISHED MATERIALS

C.3.1 The Contractor shall furnish and maintain in an acceptable condition all equipment, materials, and supplies necessary for the performance of the Purchase Order including, but not necessarily limited to, the following:

C.3.1.1 Uniforms and badges to clearly distinguish the wearer/deputy as an employee of the Kittitas County's Sheriff's Office.

C.3.1.2 Motor vehicle for services as it pertains to law enforcement.

C.4.0 REPORTING REQUIREMENTS

C.4.1 The Kittitas County Sheriff shall furnish the designated BLM Ranger with copies of the Deputy Daily Patrol Logs for all shifts worked under this contract. The Deputy Daily Patrol Logs shall include the following: (1) Dates the patrols are made and miles traveled; (2) hours worked; (3) arrests made on public lands- misdemeanors and felonies [with case numbers]; (4) incidents investigated or responded to including but not limited to EMS incidents [with case numbers]; (5) assistance given to BLM personnel.

C.5.0 PAYMENT

C.5.1 REIMBURSEMENT RATES

The BLM will reimburse the Kittitas County Sheriff's Office at the rate of either \$55.00 (regular time) or \$70.00 (overtime) per hour for each hour worked under this contract. The hourly rate will cover all costs of the Sheriff's Office, including that of labor, mileage and vehicle costs.

C.5.2 The Kittitas County Sheriff's Office shall bill the BLM via:

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – (APR 2013) INVOICE PROCESSING PLATFORM (IPP)

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

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

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

1. Copy of Agency Invoice.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

C.5.3 The Contractor shall send a copy of the invoice and itemized documentation in support of all invoiced expenses, to include the monthly report (see C.4.1), to the BLM Ranger for review prior to submission of the invoice through the IPP system.

ATTACHMENT 2 CONTRACT CLAUSES

52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 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 clauses: <http://www.acquisition.gov/comp/far/index.htm> and
Department of the Interior Clauses: <http://www.doi.gov/pam/1452-3.html>

Clause	Title	Date
52-204-7	System for Award Management	(JUL 2013)
52-204-8	Annual Representations and Certifications	(DEC 2016)
52.243-1	Changes- Fixed Price alternate I	(AUG 1987)
52-233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – (APR 2013)

INVOICE PROCESSING PLATFORM (IPP)

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

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

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

1. **Copy of Invoice.**

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (Jan 2017)

(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) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (iii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (iv) 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).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 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 (Jan 2017).
- (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 2016) (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 (Oct 2016) (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 (May 2014) (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 (Mar 2015) (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 (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database 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 . 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/>

(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.

ATTACHMENT 3

52.222-42 – Statement of Equivalent Rates for Federal Hires.

(May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
GS-11 / 8 L.E. Ranger	\$66.71	Life and Health Insurance partly paid by the Gov't - Retirement - Annual/Sick Leave

The classification shown above is the wage that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

REGISTER OF WAGE DETERMINATION 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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2017-9731
Revision No.: 0
Date Of Last Revision: 2/27/2017

State: Washington

Area: Kittitas

Employed on Spokane BLM contract for Law Enforcement.

Collective Bargaining Agreement between contractor: Kittitas County, and union: Kittitas County, effective 5/1/2017 through 9/30/2017.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).