

Tonasket City Council Agenda
Tuesday, July 12, 2022
6:00 pm

VIRTUAL ZOOM MEETING ID #814 3297 8618
PHONE #1-253-215-8782

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (to comment on agenda items)
- 5) Approval of the Agenda **Action Item**
- 6) Public Comment (other items)
- 7) Justin Haug—Tonasket Junior Baseball Project Report
- 8) Kurt Danison Report
- 9) Unfinished Business
 - a) Greg Gardinier---Solar Camera for Chief Tonasket Skate Park **Action Item**
 - b) Doors for City Hall--Discussion and Possible Action **Action Item**
 - c) Ordinance #833 repealing Section 2.12.050 of the Tonasket Municipal Code and thereby disbanding the Civil Service Commission **Action Item**
 - d) Resolution 2022-08 declaring certain property to be surplus to the City **Action Item**
- 10) Department Head Reports
- 11) Mayor/Council/Committee Reports
- 12) New Business
 - a) Approve agreement for use of Airport during Fire Season with USDA **Action Item**
 - b) Authorize Mayor, City Superintendent and/or City Clerk-Treasurer to enter into fire season agreements **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Consent Agenda: Minutes of the previous meeting, the June Payroll and the July Bills **Action Item**
- 15) Adjournment

Council Memo
Tuesday, July 12, 2022
6:00 pm

VIRTUAL ZOOM MEETING ID #814 3297 8618
PHONE #1-253-215-8782

TO: Mayor and City Council

FROM: City Clerk-Treasurer

Justin Haug, Tonasket Youth Baseball, will be present to update you on the Baseball field project.

Greg Gardinier will be present to answer questions about his proposal to install a solar camera system at Chief Tonasket Skate Park. **Suggested Motion: I move to approve the quote from Gardinier Tech to install a solar camera system at Chief Tonasket Skate Park in the amount of \$4587.93.** (this amount is the original quote plus \$100 and applicable tax.)

At the previous meeting we discussed purchasing the new doors for city hall. There were many questions. I have asked the company the questions and sent the answers to you. You can accept the quote for two doors or go back to the original quote for one door, then remove the inside doors completely, thus having only one sliding door. The doors we have currently cannot be replaced as is, there are no parts available. If you want the same type of doors that we have currently, I will need to start the whole process again. I do not have a suggested motion.

Ordinance #833 is on the agenda again for approval. This ordinance would repeal Section 2.12.050 and disband the Civil Service Commission. **Suggested Motion: I move to approve Ordinance #833 repealing Section 2.12.050 of the Tonasket Municipal Code thereby disbanding the Civil Service Commission.**

Resolution 2022-08 declares certain property to be surplus to the City's needs. The items being declared surplus are the firearms/weapons that are being stored with Okanogan County Sheriff's Department. **Suggested Motion: I move to approve Resolution 2022-08 which declares certain items to be surplus to the City's needs.**

The Tonasket Airport is used quite regularly during the fire season and this agreement is in anticipation of that. **Suggested Motion: I move to approve and authorize the Mayor to sign the USDA Agreement to lock in the Tonasket Airport, to increase flexibility of fire operations.**

During the fire season the City usually allows the use of city property, water use and sometimes dumping gray water into the city sewer system. In the effort to expedite the procedures I feel that it would be appropriate to allow the Mayor, Superintendent and Clerk-Treasurer to each have the ability to sign fire season agreements. The amounts charged are reviewed by the Superintendent and Clerk-Treasurer to ensure that the City is compensated fairly. **Suggested Motion: I move to authorize Mayor Maldonado, Superintendent Johnson and Clerk-Treasurer Attwood to each have the authority to sign fire season related documents in order to be efficient and expedite matters.**

Minutes of the Regular Meeting of the Tonasket City Council, June 28, 2022

DRAFT

Present: Mayor Maldonado, Councilmembers Hill, McMillan and Weddle. Alexander (on Zoom).

Staff: Attwood, Pilkinton, Danison (on Zoom).

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken.

Public Comment - None

Motion to approve the agenda as amended to remove #7 Georgia Lamb presentation. M/McMillan, S/Weddle. Carried 4:0.

Motion to approve the minutes of the previous meeting. M/Weddle, S/McMillian. Carried 4:0.

Georgia Lamb, Stacey Okland and Tony Hawley rescheduled their presentation for the July 26th meeting.

Gary Roberts explained his situation with his new hanger site at the airport and would like to move 5 ft. to the east.

Motion to approve the extension of Hanger site #23 to the east 5 ft. to allow Mr. Roberts to build his hanger. M/Weddle, S/Hill. Carried 4:0.

Motion to not charge extra for the additional square feet of hanger space. M/Weddle, S/McMillan. Carried 4:0.

Public Comment- None

Levine arrived at 6:09 pm.

This meeting has been advertised as a Public Hearing on the Six Year Transportation Improvement Program for the years 2023-2028. The Public Hearing for the Six Year Transportation Improvement Program for the years 2023- 2028 was opened by the Mayor. The Mayor read through the Public Hearing Protocol. Planner Danison shared the spreadsheet on the screen. Hill asked why Stott's Rd. and Division Street were not on the plan. Danison said they weren't on the previous ones either. There was no other comment.

Motion to approve Resolution 2022-10 which adopts the Six Year Transportation Improvement Program for 2023-2028. M/Levine, S/Weddle. Carried 4:1. McMillan voted no.

The Public Hearing was closed and the regular meeting resumed.

Unfinished Business- None

Mayor/Council/Committee Reports

Weddle- None

Hill

- Set up a meeting up with the Airport Improvement Club for June 29th.
- What's the status of the cemetery?

McMillan- None

Levine

- The Father's Day Fly- In was amazing!

Alexander- None

Mayor

- Saw a lot of the Council at the Father's Day Fly- In, enjoyed his steak.
- Working with Alice, Darren, Pool folks.
- Working on the doors, roof, cemetery.

DRAFT

- Hired Ryan Erickson for the Assistant Superintendent position, opening his position up soon.

Attwood- None

New Business

Attwood explained the quote from Gardinier Tech and how it was an extra \$100.00 to integrate the new camera into the system that we currently have and then we will need to purchase the pole.

Motion to authorize the purchase of the solar camera and accessories for the Chief Tonasket Skate Park from Gardinier Tech in the amount of \$4,479.07 plus \$100.00 for integration and the pole. M/Weddle, S/Alexander. Discussion followed. Vote taken. Motion failed 0:5.

Greg Gardinier will be invited to the July 12th meeting for further discussion.

Motion to adopt Resolution 2022-11. M/Levine, S/McMillian. Carried 5:0.

Motion to accept the quote from Dormakaba for the doors at City Hall in the amount of \$35,793.82. M/Levine, S/McMillan. Discussion followed. Vote taken. Motion failed. Alice will call Dormakaba with the Councils' questions and it will be readdressed at the July 12th council meeting.

Miscellaneous and Correspondence

- The bills are paid the 2nd Tuesday of the month and are ready for review at City Hall 1:00 – 4:30 or before the meeting at 5:30.
- Consumer Confidence Report is on the City website.
- The City Clerk handed out the Expenditure & Revenue reports.
- Reviewed Fireworks Ordinance 768.
- Baseball Grant and Chamber Grant, what is the status of those two projects?

There being no further business the meeting was declared adjourned at 7:06 pm.

Joël Pilkinton, Deputy Clerk-Treasurer



QUOTE

Issued: 6/14/2022

Prepared For:
City of Tonasket
209 N Whitcomb Ave
Tonasket, WA 98855

Gardinier Tech
PO Box 643
Tonasket WA 98855

QUOTE # COT-7-1633

Total Owed:

\$4,479.07

Due: N/A

DESCRIPTION	QTY	COST	TOTAL
Solar Enclosure	1	\$1,285.70	\$1,285.70
Batteries	1	\$542.23	\$542.23
Solar Enclosure <i>Controller</i>	1	\$365.00	\$365.00
Camera	1	\$230.00	\$230.00
Solar Bracket	1	\$200.00	\$200.00
Cables & Supplies	1	\$214.00	\$214.00
Solar Panels	2	\$300.00	\$600.00
TAX:	-	-	\$292.14
LABOR: Installation/Design	1	\$750.00	\$750.00
Subtotal		\$4,479.07	Paid

\$4,479.07



GARDINIER
TECH

Total Due By:

N/A

Quote is nonbinding. No payment due.

+ 100⁰⁰ to integrate into system



Automatic Sliding Door Solutions

City of Tonasket - City Hall replace automatic sliding door - Tonasket,
WA
00721718
City of Tonasket
Alice Attwood



Entrance systems

dormakaba 



Ms. Alice Attwood
City of Tonasket
209 North Whitcomb Avenue
Tonasket 98855

Jun 17 2022

Dear Alice

RE: City of Tonasket - City Hall replace automatic sliding door - Tonasket, WA

We appreciate the opportunity to submit our entrance systems proposal for your consideration. At dormakaba, we believe the customer comes first. Our solutions-guided team carefully assess your individual objectives and considers customer feedback vital to the successful completion of any project. Our purpose is to be your trusted partner throughout the product lifecycle and make access in life smart and secure.

Our corporate values underscore our brand promise;

- Customer First
- Performance
- Curiosity
- Courage
- Trust

As the world leader in holistic people flow control and access management systems, dormakaba builds trust one project at a time. Our products set the standard for lasting performance, quality, breadth and aesthetics. We provide seamless access solutions and services that not only make facilities smarter and more secure, but also give you the confidence of knowing we understand the complexity and challenges of designing welcoming entrances that provide a high degree of security.

With more than 16,000 employees worldwide and a consummate reputation spanning 150 years, dormakaba has established itself as a Tier 1 manufacturer with a complete product portfolio of sliding, swinging, and revolving doors and physical access systems.

From design consultation and specifications to installation and scheduled maintenance, smart access begins at dormakaba.

Yours sincerely,

Cort Goold
cort.goold@dormakaba.com
+1 2538882689



We are pleased to provide our quotation for the furnish and install of the following products:

Product Family	Product	Quantity
ESA200	ESA200 Automatic Sliding Door w/Transom Bi-Part	2.00
Additional Item	DORMA Automatic Miscauto Heater For ESA li (Cfp)	1.00
ESA Series Options	ESA Series Options Magnetic Security Contact - Per SX Panel	4.00
ESA Series Options	ESA Series Options Lock Status Indicator - Clear or Dark Bronze Only - Per Unit	2.00
ESA Series Options	ESA Door Panel Options 7-1/2" Bottom Rail - Replaces Standard 4" Bottom Rail - Per Panel	8.00
ESA Series Options	ESA Door Panel Options 3-3/4" Medium Stiles - Replaces Standard Narrow Stiles - Per Panel	8.00
ESA Series Options	ESA Package Options 1" Transom Glass Prep With Horizontal Muntin - Per Foot or Fraction Thereof	1.00
ESA Series Options	ESA Package Options 1" Transom Glass Prep - One Vertical Mullion - Per Transom	1.00
Glass	Monolithic Glass - 1/4 - Clear - Tempered -	111.00
Glass	Insulating Glass - Clear - Tempered	118.00
Labor - Installation	Hours-Puyallup, WA L	
Additional Item	Freight	
Subtotal		35,793.82
TOTAL (US Dollars)		\$ 35,793.82

Furnish and install two (2) Dorma ESA200 Bi-parting, automatic sliding, partial breakout door in a bronze anodized finish. Panels will have 7 1/2" bottom rails, 3 3/4" medium stiles, lock cylinder with thumb-turn. The package will be equipped with a triple rocker switch panel and the sliders will be activated by two (2) monitored combination motion/safety presence sensors.

** Prevailing wage included

Doors included:

Interior door - 147 1/8" x 92" x 107 1/2". Including 1/4" Clear tempered glass

Exterior door - 156 1/4" x 92" x 107 1/2". Including 1" Clear tempered/insulated glass.

**** Alternate add #1 - Electrified automatic carriage lock with battery back-up = \$523.38 ****

EXCLUSIONS and Notes

Work by Others:

Demolition and disposal of existing storefront and glass.

120 VAC electrical power to be brought to operator before installation. *only need power brought to doors.*

Low voltage wiring, 18 gauge 4 conductor, wall box (single gang or 4 x 4) wire run to operator prior to installation.

Structure to have necessary backing to anchor and support equipment. *already have.*

ADA Compliance. *Doors are built to be compliant.*

Floor to be smooth and level through slide and swing of doors. *Already level.*

Product Test Reports - PE Stamp or Structural Calculations. *Not a structural component. Doors support themselves--like any other door.*

Delegated Design. *No design or engineering.*

Demo of existing doors. *There will be specs for the demolition.*

Permits & Architectural Plans *electrical and possibly city permit.*

Glass, glazing and caulk outside (perimeter caulking) of door package. *Nothing else should be needed.*

Fire alarm connections and or wiring as needed. *n/a*

Hardware and or equipment not listed above. *n/a*

Electrified Hardware and Access Control Devices, Brake metal, Burglar Alarm Door Contacts, Card reader(s). *n/a*

Gang boxes, raceways and conductors. *n/a*

Aluminum Storefront Framing System. *n/a*

The locking system is manual with a key unless the alternate is requested. The door has built in sensors-- the door will not close if someone is standing in them. The door fits within the existing footprint.

Notes:

Price good for 30 days

One-year warranty on automatic sliding doors and inground operators.

Two-year warranty on automatic swing door surface operators.

Warranty does not cover acts of God, water leakage.

Do not power wash around operator.

7 to 10 days for swing and slider shop drawings.

5 to 10 working days lead time for sub. package.

12 to 14 weeks material lead time to ship after all approvals are received based on current lead times.

Time and speed of door operation to comply with ANSI/BHMA156.19. Doors operating at faster speeds must comply with ANSI156.10.

Access Control - Electrician must be available at the time of installation

All work performed Monday thru Friday 8:00 am to 4:30 pm unless otherwise noted.

CSLB License # 998545 – Oregon CCB #204999 - Washington #DORMAUI826MP

Supply chain disruptions:

Global trade is experiencing delays at all factories and brands at this time. All brands are subject to short notice price increases and long lead times. This is beyond our control and therefore dormakaba and its manufacturing partners are not responsible for any delays or back charges due to project delays caused by the global shipping crisis, and raw materials shortage. Regardless of any Force Majeure or liquidated damages provisions, lead times at this time are estimated and not guaranteed. Should you have questions or concerns, please contact your local sales representative.

The following exclusions apply to all work performed by dormakaba unless specifically noted in our offering

- Sales tax is excluded
- Above described products are being offered & priced in good faith based upon provided information at the time of the proposal
- Labor for installation of above equipment shall occur weekdays during normal business hours
- Certified payroll, union labor or prevailing wage labor rates
- Unless otherwise indicated payment, terms are net 30 days based on an approved credit application
- This proposal is valid for 30 days from the quotation date

Prior to installation:

- Structural calculations, test reports or local authority building permits
- Signed & stamped drawings by Certified Professional Engineer
- Payment Bond or Performance Bond
- Removal & disposal of existing doors
- Demolition and rough opening preparation, ceiling and floor work
- Transom framing above door opening
- 110VAC or 220VAC electrical power supply to operator

During installation & logistics:

- Any hardware not specifically included in quote
- Low iron, Low E, security level & or non- standard glass
- Travel and labor will be billed at standard rates in instances when a customer confirms install readiness, but site is found not to be ready
- Temporary security, barricades, signage or board-up
- Offloading, crantage & lifting of equipment to opening

Connections:

- Electrical wiring, conduit or power supply to the operator
- Installation and connection of any materials furnished by others including but not limited to access control, fire or smoke alarms
- Low voltage wiring, conduit or wire mold to push plate, card reader or other access activation
- All security key cylinders

Surrounding Area:

- Perimeter caulking or sealants
- Trim work, ceiling or dry-wall materials or finishing shopfront work adjacent to opening

After Installation:

- Cleaning of site, disposal of crates & packing materials
- Protection of the opening after installation, onsite materials or temporary board-up
- Painting, repairing or replacing of floors, cracked tiles, walls, and ceilings
- Weatherproofing
- Maintenance Services & Extended Warranties

Acceptance of Quotation

By signing below, the Purchaser represents personally (i) they have read, understands, and agrees with the terms herein including the before mentioned exclusions, (ii) is holding themselves to be authorized agent to agree on behalf of their company or organization to the terms herein, (iii) and their company or organization is of sound financial standing so as to fully comply with the payment terms herein expressed.

Quote Name: City of Tonasket - City Hall replace automatic sliding door - Tonasket, WA

Quote Number: 00721718

Account: City of Tonasket

Total: \$ 35,793.82

Purchaser:

Accepted by: _____
 Print name: _____
 Date: _____



dormakaba 

	Electronic hotel locks		Mobile access solutions
	Access management software		Key systems
	Perimeter access control		Interior glass systems
	Entrance systems		Doors and door hardware



Terms and Conditions

These Terms and Conditions, including all writings attached hereto and writings incorporated herein by reference, if any, is intended by Buyer and dormakaba as the final, complete and exclusive statement of all of the terms of their agreement respecting the services provided under the Contract.

1. **Conditions of Services**
 - a. All lead times will begin after receiving complete approvals of submittals, shop drawings, affecting change orders, and from approved credit application or receipt of agreed upon deposit amount.
 - b. Please read proposal carefully as we will only perform work and/or provide materials contained therein.
 - c. No provisions have been made for Union or Davis Bacon/Prevailing wages unless explicitly noted.
 - d. All existing equipment removed by dormakaba shall be exclusive property of dormakaba.
 - e. dormakaba will be responsible for scope housekeeping only. Composite clean-up crews will not be provided.
 - f. We do not assume responsibility for faulty installation or broken glass by others.
 - g. Clerical errors subject to correction.
2. **Compensation**
 - a. **Payment:** Full payment is due upon completion unless credit is pre-established. For any work requiring materials purchase or scheduling, a 50% deposit is due at time of proposal acceptance. Twenty percent (20%) of the Contract value may be billed after job award. Joint check agreements may be requested at the discretion of dormakaba. If payment is outstanding for any one account, work may be stopped, and outstanding orders cancelled until account is restored. Should dormakaba require the use of collection, attorney's fees, or fees for insufficient funds, Buyer agrees that these funds will be repaid to dormakaba. dormakaba retains the right to file a lien against all or part of the property being improved. dormakaba reserves the right to add a 2.5% charge if invoice becomes delinquent beyond terms. Buyer agrees to pay a service charge of one and one-half percent (1½%) per month, commencing thirty (30) days following invoice.
 - b. **Price & Tax:** Quoted price is valid for 30 days. Please validate pricing after this period of time. dormakaba reserves the right to revise quotations after 30 days. Tax is excluded unless specifically stated on proposal. This price is firm for dormakaba dimensional & design standards only.
 - c. **Back-Charges:** Under no circumstances will dormakaba approve back-charges unless granted in writing by an authorized party of the company.
3. **Cancellation:** In the event an order is cancelled, it will be subject to standard 20% restocking fees, cancellation fees, engineering fees, materials & freight costs incurred, and administrative fees. Standard cancellation is 20% of order as long as no materials have been ordered. Should Buyer release material orders, Buyer will be liable for that portion of the job and 20% of the remaining amount of work unperformed/unordered.
4. **Performance & Delivery:** dormakaba shall not be liable for delays in schedule, liquidated damage, or additional costs incurred due to issues beyond dormakaba's reasonable control. Buyer shall accept a mutually acceptable secondary plan of expedited costs, substitutions, or materials purchased at additional expense. dormakaba assumes no responsibility for materials replacement if materials were previously received, inspected, and accepted by Buyer.
5. **Freight:** Lead times are based on standard requirements by factory to provide materials proposed. Ship dates will be provided as estimate only once order is placed with the factory. Adequate packaging will be provided for any normal shipping circumstance such that materials will be protected and labelled as required. Special packaging may be provided for an additional expense. Shipping will be cost effective unless expedited fees are accepted by Buyer. If materials are to be provided to job site or Buyer location, dormakaba will make an informed decision as to the best instruction to provide the shipping company. If materials are not required to have direct delivery, materials will be brought to branch for pickup by Buyer. All freight terms shall be FOB. Any claims for damage in transit or lost freight, receiving, and inspection of materials is the responsibility of Buyer. It is a requirement of Buyer to inspect and review all materials prior to accepting shipment.
6. **Site Requirements for Installation:** Our quotation is contingent upon all work being performed during normal business hours unless otherwise negotiated and a mutually agreeable schedule. This quotation is calculated on one continuous installation engagement based on acceptable site conditions where other dependent scopes have completed preparation for proposed materials (i.e. electrical work, floor work, adjacent construction). When Buyer has given authorization for work to begin, no other scopes may impede our ability to complete installation in agreed upon area. dormakaba reserves the right to invoice for costs that are incurred due to unacceptable site conditions or delays by others resulting in additional installation visits.
7. **Storage:** dormakaba reserves the right to implement a storage fee if delivery is delayed after agreed upon date. Should project timeline require storage of materials, dormakaba reserves the right to bill for those materials at the time they have been received at a dormakaba location, Buyer location, or at job site. Certificate of insurance for stored materials can be provided to buyer upon request.
8. **Submittals:** Signed acceptance by Buyer of shop drawings and/or submittals shall be interpreted as acceptance that proposed scope is the correct interpretation of construction documents. Any field verification and/or work required by others as detailed in the submittal will be provided and coordinated by Buyer.
9. **Timelines & Commencement of Work:** Work shall not begin, nor shall orders be placed for any projects until all shop drawings and submittals have been approved in writing by Buyer. Prerequisite to commencement of work is the approval of any cost changes and related scope information which have affected scheduling of work or ordering of materials. Approved credit application or receipt of agreed upon deposit amount must be received prior to commencement of work or ordering of materials. Prices are subject to undetermined escalation costs after thirty (30) days. Ship dates are approximate and subject to change.
10. **Warranty:** dormakaba will provide one (1) year warranty on materials to be free from manufacturer defects and on installation labor performed. Extended warranties are available for an additional cost. dormakaba is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration on by any company other than dormakaba. No credit will be provided for any work completed by others during warranty term. dormakaba reserves the right to withhold the performance of warranty work if Buyer payments have become past due. Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable. In the event that Buyer, its agents, employees, successors, and/or assigns tampers with, misuses, removes any parts, or adds any parts or equipment, Buyer agrees to indemnify, save and hold harmless dormakaba, its agents, employees, successors, and/or assigns, from any and all liability, damages, or losses, including reasonable attorney's fees, arising out of, or incidental to, the aforementioned conduct. dormakaba warrants that all goods manufactured by dormakaba and all services provided by dormakaba hereunder will be free from defects in workmanship and materials for twelve (12) months from the date of Delivery to the carrier, unless sold as "With All Faults", "Shop", "As Is", "As They Stand" or other similar designation. Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.
11. **Insurance:** Insurance certificates will be provided upon request. Coverage is limited to the types and amounts that will be detailed on dormakaba's certificate. Cost for special insurance requirements such as OCIP, CCIP, is excluded from proposal.
12. **Limitation of Liability:** The statute of limitations application to all claims arising under these Terms and Conditions or otherwise shall be 180 days from the date the claim occurs. dormakaba shall not be liable for any loss, damage or injury resulting from delay in delivery or installation of the products or for any failure to perform which is due to circumstances beyond our control. The maximum liability, if any, of dormakaba for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from dormakaba's breach of these Terms and Conditions, breach of warranty, negligence, strict liability, or other tort, with respect to the product(s) or any services in connection with the product(s), is limited to an amount not to exceed the purchase price of the product(s). In no event shall seller be liable to Buyer for any incidental, consequential, or special damages, including without limitation, lost revenues and profits even if the dormakaba has been advised of the possibility of such damages. The right to recover damages within the limitations specified is Buyer's exclusive alternative remedy in the event that any other contractual remedy fails its essential purpose.
13. **THE CONTRACT:** Signature by the Buyer of the Proposal or Contract shall initiate acceptance of a binding contract subject to the terms and conditions set forth herein. It is incumbent upon the Buyer to review these terms and conditions and warrants by signature that the signor is a competent representative of their company. dormakaba recognizes that Buyer may desire to utilize its own form of acknowledgment or acceptance of the Proposal. However, the use of any such form shall be for convenience only. No modification of these terms shall be affected by the acknowledgment or acceptance of purchase order, shipping instruction forms, bills of lading or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to and rejected by dormakaba and deemed to be waived by Buyer. BY ORDERING ANY SERVICES OR PRODUCTS UNDER THIS CONTRACT, BUYER AGREES TO ALL THE TERMS CONTAINED HEREIN.

ORDINANCE NO. 833

AN ORDINANCE repealing Section 2.12.050 of the Tonasket Municipal Code and thereby disbanding the Civil Service Commission.

Whereas, civil service was established in the City of Tonasket in 1975 to govern the Tonasket Police Department; and

Whereas, the City of Tonasket Police Department was disbanded by Ordinance No. 798 adopted by the Tonasket City Council on the 2nd day of January, 2019;

Now, therefore,

THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 2.12.050 of the Tonasket Municipal Code entitled "Civil Service Established" is hereby repealed.

Section 2. This ordinance shall become effective from and after its passage by the Council, approval by the Mayor, and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

APPROVED:

René Maldonado, Mayor

ATTEST:

Alice Attwood, City Clerk-Treasurer

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

RESOLUTION NO. 2022-08

A resolution declaring certain property to be surplus to the City.

WHEREAS, the City of Tonasket, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit "A" attached hereto and incorporated herein as set forth; and

WHEREAS, the City of Tonasket is desirous of disposing of said property described in Exhibit "A": attached pursuant to statutory authority of the State of Washington; and

WHEREAS, the said property is in excess and surplus to the present or foreseeable needs of the City of Tonasket, or is in such condition as to have no value,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, that the property described in Exhibit "A", attached hereto and incorporated herein, as fully set forth is not necessary to the needs of the City of Tonasket and is surplus and excess to the foreseeable needs of said City, or is in such condition as to have not value, may be disposed of pursuant to statutory authority. The City may dispose of the surplus property in a method determined to be in the best interest of the City.

PASSED BY THE CITY COUNCIL this _____ day of _____,
2022.

APPROVED:

René Maldonado, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

EXHIBIT A

<u>Item</u>	<u>Brand</u>	<u>Model</u>	<u>Caliber</u>	<u>S/N:</u>
Rifle	Stag Arms	AR	5.56mm	307904
Rifle	Colt	LE Carbine	5.56mm	LE051569
Rifle	Stag Arms	AR	5.56mm	307870
Rifle	Ruger	Mini 14	.223	181-24023
Shotgun	Mossberg	930	12 ga	AF072730
Pistol	Glock	17	9mm	<i>BEYC 146</i>
Pistol	Glock	17	9mm	BGTY803
Pistol	Glock	17	9mm	BGTY804
Pistol	Glock	17	9mm	BGTY805
Pistol	Glock	17	9mm	BGTY809
Pistol	Springfield	XD-9	9mm	US938785
Pistol	Keltech	P11	9mm	NONE
Pistol Trainer	Glock	17T	Simunition	T35267
Pistol Trainer	Glock	17T	Simunition	T35268
Sight	EOtech	XPS3-0	N/A	A1253325
Sight	Aimpoint	Patrol Rifle Optic	N/A	K4298321

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 15					
2. CONTRACT NO. 1202RZ22T0006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KENNETH MILLER			b. TELEPHONE NUMBER (No collect calls) 385-441-2764		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY USDA-FS AT-INCIDENT MGT SVCS BRANC 3833 S DEVELOPMENT AVE BOISE ID 83705-5354				CODE 02RZ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:					
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB		NAICS: 488119 SIZE STANDARD: \$35.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO USDA-FS AT-INCIDENT MGT SVCS BRANC 3833 S DEVELOPMENT AVE BOISE ID 83705-5354				CODE 02RZ		16. ADMINISTERED BY INCIDENT PROCUREMENT AVIATION BRANC 3833 S DEVELOPMENT AVE BOISE ID 83705-5354					
17a. CONTRACTOR/ OFFEROR		CODE 1500141763#		FACILITY CODE		18a. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV					
TONASKET CITY OF PO BOX 487 TONASKET WA 98855-8818						CODE IPP					
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
0001	The purpose of this agreement is to lock in Tonasket Airport services to increase the flexibility of fire operations. Delivery: 12/31/2022 Period of Performance: 07/01/2022 to 12/31/2022 Tonasket Airport LUA - 2022 Fire Season \$500 per/day of use Obligated Amount: \$0.00 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input type="checkbox"/> 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.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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			
					ANNIE C. PROUT-GARCIA						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The total amount of award: \$250,000.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

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

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

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

SECTION C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 Description

The purpose of this agreement is for Forest Service incident support in Helicopter Operations with the Tonasket Airport.

C1-1 Schedule

For transient aircraft such as severity, staging and emergency resources the Self Fuel Application Fee will be waived.

C1-2 Ordering/Operational Procedures

Authorized to order service: Contracting Officers, Forest Aviation Officer, Dispatchers, Fire Staff Officer and Deputy, Helitack Crew Supervisor.

The fees incurred through a LUA will be paid separately by the IMT finance section through ASC.

On occasion, transient firefighting aircraft may stop in Tonasket but do not have an affiliation with the local National Forest. This may occur if a vendor is not on a federal contract decides to pre-position their aircraft at the Tonasket Airport, or when an aircraft stops for fuel, or if a vendor is doing training and is not ordered by the Forest Service. When this occurs, the BPA will not cover their fees, rather the airport will need to coordinate directly with those vendors for compensation.

The Forest Service is not responsible for contractors that are repositioning aircraft or aircraft stopping for fuel while enroute to another location.

C.2 Project Location & Description

*Location: Tonasket Airport
 223 Airport Rd
 Tonasket, WA 98855*

C.3 Maps

Any Maps included in Section J are general in nature and are not to be considered as definitively identifying locations.

C.4 Estimated Start Date & Contract Time

Start: BASE: July 01, 2022 – December 31, 2022

C.5 Restrictions on Work

This BPA obligates the Government only to the extent authorized for purchases made under these established procedures listed below.

C.6 Definitions

Emergency: is any all-risk incident that required fast mobilization of resource for suppression or support efforts. These aircraft are not subject to the self-fueling application fee or review fee.

Severity or Staging: occurs when predicted or actual burning conditions exceed those normally expected due to severe weather conditions. These conditions may result in repositioning of resources in the event of an all-risk incident including wildfire. These aircraft are not subject to the self-fueling application fee or review fee.

SECTION E. INSPECTIONS AND ACCEPTANCE

Not Applicable

SECTION F. DELIVERIES OR PERFORMANCE

Not Applicable

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 Payment

All payment requests must be submitted electronically to the appropriate Forest Service Staff or Local IMT Member for processing.

The invoice from the City is sent to ASC-Incident Finance by the appropriate Forest Service Staff member or Incident’s Finance Unit where the invoice will be processed and paid.

Under this contract, the following documents are required to be submitted as an Invoice:

Each invoice shall be submitted on the agreement holder’s letterhead or invoice form with the following:

- Invoice date and Government Contract Number
- Billing period specified with beginning and ending dates.
- An accounting (bulleted list, for example) of charges claimed and amounts due.
- Total amount due for the billing period.
- The First 1-2 pages of the current BPA with Option Year Modification if applicable, for Tonasket Airport
- Resource Order

Once the agency receives a payment request it will be processed through the ASC Incident Finance branch via your UEI number with SAM.gov.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H-1 Terms & Conditions

The prices to the Government shall be as low or lower than those charged to the vendors most favored customer for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

The agreement may be terminated before expiration date upon 30 day written notice by either party. It is subject to review by the Contracting Officer annually to determine whether it should be continued or cancelled.

This agreement is only valid with the name who appears on the SF-1449. The vendor is responsible for notifying the Government of any change in name, ownership and prices (if included). The Government shall not be responsible for payments other than the terms of this agreement.

Prices shall include all applicable Federal, State and local taxes.

If this agreement is for any type of services, the most current wage rates from the US Department of Labor shall apply.

SECTION I. CONTRACT TERMS & CONDITIONS

I.1 Contract Clauses

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):

<http://www.acquisition.gov/>

52.212-4 – Contract Terms and Conditions – Commercial Items (NOV 2021)

52.204-19 – Incorporation by Reference of Representations

52.232-11 – Extras (APR 1984)

52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013)

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)

52.245-1 – Government Property (SEP 2021)

Clauses included in full text

52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAY 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

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

__ (10) [Reserved].

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

- __ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - __ (ii) Alternate I (Mar 2020) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- __ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
 - __ (ii) Alternate I (Nov 2016) of 52.219-9.
 - __ (iii) Alternate II (Nov 2016) of 52.219-9.
 - __ (iv) Alternate III (Jun 2020) of 52.219-9.
 - __ (v) Alternate IV (Sep 2021) of 52.219-9.
- __ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - __ (ii) Alternate I (Mar 2020) of 52.219-13.
- __ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
- __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- __ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
 - __ (ii) Alternate I (Mar 2020) of 52.219-28.
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
- __ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- __ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - __ (ii) Alternate I (Feb 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 400 1 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (Jan 2021) of 52.225-3.

__ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

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

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

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

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

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

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

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

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

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

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

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

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

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

(e)

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts

to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

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

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

(xiii)

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

SECTION J. ATTACHED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

Title	Pages
Project Area Map	1 PAGE

NOTE: IN COMPLIANCE WITH THE PAPER REDUCTION ACT, FAR CLAUSES 52.212-3, 52.212-1 AND 52.212-2 AND ADDENDUMS ATTACHED THERETO, WHICH APPLY ONLY TO THE SOLICITATION PHASE, ARE NOT DUPLICATED AFTER CONTRACT AWARD. HOWEVER, THEY ARE INCORPORATED BY REFERENCE INTO THE RESULTING CONTRACT.

ATTACHMENT: PROJECT AREA MAP



Alice Attwood

Subject: Alice Attwood's Zoom Meeting
Location: <https://us02web.zoom.us/j/81432978618>
Start: Tue 7/12/2022 6:00 PM
End: Tue 7/12/2022 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 81432978618

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
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Meeting ID: 814 3297 8618
One tap mobile
+12532158782,,81432978618# US (Tacoma)
+13462487799,,81432978618# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
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Meeting ID: 814 3297 8618
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