

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 8, 2017

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Value Blanket Orders with:

Approve
All

- | | |
|--|------------------------------|
| a. Specialty Asphalt (Spokane, WA) for Nuvo Gap B Products using WA State Contract #01211—Not to exceed \$80,000 (incl. tax).
Gary Kaesemeyer | OPR 2017-0311 |
| b. Medical Emergency Services (Vancouver, WA) for the purchase of 5.11 PPE Coats accessing NPPGov Contract #VH11276—\$78,000 (incl. tax).
Brian Schaeffer | OPR 2017-0312 |
| c. San Diego Police Equipment, Inc. (San Diego, CA) to purchase ammunition for the Spokane Police Department—\$113,012.21.
Justin Lundgren | OPR 2017-0313
BID 4320-17 |
| d. Datec (Seattle, WA) for Laptops, Docking Cradles, Rugged Tablets, and accessories for Patrol through March 31, 2018 using WA State Contract #05815—\$150,000.
Justin Lundgren | OPR 2017-0314 |

- | | | |
|--|-----------------------------------|------------------------------|
| 2. Contract Extension with Public Safety Corporation Inc. (Waldorf, MD) for continued joint-administration of the False Alarm Program from July 1, 2017 through June 30, 2018—Estimated revenue is approximately \$300,000/year.
Justin Lundgren | Approve | OPR 2011-0535 |
| 3. Contract with Bednash Consulting, Inc. (Roselle, IL) for mechanical inspection of the concrete chimney at the Waste to Energy Facility from May 1, 2017 through April 30, 2018—\$17,250 plus a 10% administrative reserve of \$1,725 for a total of \$18,975 (excl. taxes).
David Paine | Approve | OPR 2017-0315
RFP 4347-17 |
| 4. Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit No. 2 Fabric Filter Bag Change Out for the Waste to Energy Facility—\$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88 (excl. taxes).
David Paine | Approve | OPR 2017-0316
RFB 4346-17 |
| 5. Contract Amendment with ASME (New York, NY) for Qualification and Certification of Resource Recovery Facility Operator examinations for the Waste to Energy Facility—increase of \$16,000. Total Contract amount: \$63,157.
David Paine | Approve | OPR 2017-0247 |
| 6. Contract with Hill International, Inc. (Spokane, WA) for Design Build Project Management Services for the Post Street Pedestrian and Utility Bridge Replacement project—\$100,000 plus a 10% administrative reserve of \$10,000 for a total of \$110,000.
Kyle Twohig | Approve | PRO 2017-0014
ENG 2017105 |
| 7. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2017-0002 |
| 8. City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35494 Park and Recreation Fund
FROM: Unappropriated Reserves, \$50,000;
TO: Grounds Maintenance, \$50,000.

(This action allows budgeting for the Neighborhood Tree Program which provides free trees to Spokane residents for planting on private property.)

Angel Spell

ORD C35495 My Spokane Fund
FROM: Various Accounts, \$65,315;
TO: Various Accounts, same amount.

(This action converts two project employee positions to two Customer Service Assistant positions [from three to five] for the 311 Program of My Spokane.)

Carly Cortright

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0036 Relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

Eldon Brown

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35496 Relating to the Office of the Police Ombudsman; amending section 4.32.060 of the Spokane Municipal Code.

Council Member Mumm

ORD C35497 Relating to disclosing intimate images; enacting a new section 10.06.044 of the Spokane Municipal Code.

Council Member Kinnear

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- S1. Establishing the priority of Planning and Development projects for 2017. Approve OPR 2017-0317
Council Member Kinnear
-

NO HEARINGS

Motion to Approve Advance Agenda for May 8, 2017
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The May 8, 2017, Regular Legislative Session of the City Council is adjourned to May 15, 2017.

NOTES

**Agenda Sheet for City Council Meeting of:**

05/08/2017

Agenda Sheet for City Council Meeting of: 05/08/2017		<u>Date Rec'd</u>	4/25/2017
		<u>Clerk's File #</u>	OPR 2017-0311
		<u>Renews #</u>	
<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY KAESEMEYER 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	WA STATE CONTRACT
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET ORDER
<u>Agenda Item Name</u>	1100 - STREET VALUE BLANKET ORDER FOR NUVO-GAP		
<u>Agenda Wording</u> Blanket Order with Specialty Asphalt (Spokane, WA) for Nuvo Gap B Products using Wa State Contract #01211 - Not to exceed \$80,000.00 including tax			
<u>Summary (Background)</u> Nuvo Gap is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. The City started a residential crack sealing program in 2012 to preserve residential streets and extend their life cycle as part of the Transportation Benefit District (TBD) program. As a member of the WA State Purchasing Cooperative, State Contract pricing is available to the City and is the best price since discounts are deeper. This products will be purchased "as needed".			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 80,000.00	# various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHENK, ANDREW	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/14./17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Maintenance
April 24, 2017

Subject

Approval of a one year Value Blanket Order for NUVO GAP B Product from Specialty Asphalt (Spokane, WA) using Wa State Contract #01211, not to exceed \$80,000 including taxes.

Background

NUVO GAP is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. It cost \$0.78 per pound and we plan to use about 90,000 pounds of this material.

Impact

We started a residential crack sealing program in 2012 to preserve residential streets and extend their life cycle as part of the Transportation Benefit District (TBD) program.

In 2013, we started using NUVO GAP in deep wide cracks (1 inch or wider) to aid in the drivability and smoothness of streets and preservation and extension of the life cycle of these streets. We will be able to fill approximately 200,000 lineal feet of crack using this product.

Action

Approve this Value Blanket for NUVO GAP using Wa State Contract #01211, on an “as-needed” bases.

Funding

Funding for this is included in the 2017 street operation and maintenance budget.

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>		4/25/2017	
<u>Clerk's File #</u>		OPR 2017-0312	
<u>Renews #</u>			
<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER 625-7006	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG	<u>Bid #</u>	NPPGOV CONTRACT
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET ORDER
<u>Agenda Item Name</u>	0440 - FIRE PURCHASE OF PPE COATS		
<u>Agenda Wording</u> Approve Value Blanket Order for the purchase of 5.11 PPE Coats from Medical Emergency Services (MES) (Vancouver, WA) accessing NPPGov Contract #VH11276 - \$78,000 including tax.			
<u>Summary (Background)</u> This is for the purchase of high visibility EMS Personal Protection Equipment (PPE) for Spokane Fire Department firefighters and paramedics. Our Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners (OPR #2014-0615) allows us to access this pricing. These PPE Coats will be purchased on an "as needed" basis by the department.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 78,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSC 4/17/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	BSCHAEFFER	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA	FIRE ACCOUNTING	

Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

Upcoming Council Agenda Items

Forest Land Response Agreement and Federal Grant Agreement

The SFD is requesting authorization to enter into Agreement 93-095492 with DNR for mutual assistance for wildland fires. The contract allows us to lend aid, and receive aid to DNR land and have access to State resources (like aircraft, bull dozers, etc) during wildland fires. (*Chief Brian Schaeffer*)

Medical Advisor Agreement

The existing contract for the SFD's Medical Advisor (Dr. Edminster) will be expiring in April. In preparation, Finance has issued an RFQ for the service. Fire Administration is requesting no changes to the existing contract, pending the selection of the successful Physician. (*Mike Lopez*)

Detox Services Contract:

A resolution has been prepared by Purchasing that identifies Spokane Treatment and Recovery Services (STARS) as the sole source provider for transportation of intoxicated citizens to the STARS treatment facility. Their service is specialized and very unique causing the Department to seek the sole source method for the contract. The resolution authorizes a five (5) year contract with an annual expenditure of \$100,000 per year. (*Mike Lopez*)

Infor Contract

The department is requesting authorization to renew the Annual Maintenance and Support agreement with our Computer Aided Dispatch (CAD) vendor *Infor Public Sector Inc.* The amount due is \$58,431.81 and agreement term is effective May 1, 2017 – April 30, 2018. (*Dusty Patrick*)

Electronic Patient Care Reporting Purchase:

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to cost for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO). Legal has approved the department to use an existing contract between ESO and the City of Vancouver, WA to purchase the software. Through the amalgamation of both systems into ESO, the department will see a reduction in IT efforts, interfaces, and maintenance fees. Additionally, the program brings the EMS reporting into compliance with the requirements of the National EMS Information System (3.0) and the vendor is required to merge all of the data from the previous system into ESO. (*Dusty Patrick*)

EMS PPE Blanket Contract:

A \$78,000 value blanket for the purchase of high-visibility EMS Personal Protective Equipment (PPE) for SFD's Firefighters and Paramedics has been prepared by Finance. The purchase utilizes a pre-existing contract through the Fire Rescue GPO, and funding is through the SIP Program. (*Deputy Chief Robert Ladd*)

Updates and Information:

The SFD was awarded a funding through the Department of Emergency Management for Clerical support at Fire Training Center \$10,998.

The SFD was awarded pass through funding from an Assistance to Firefighters Grant from the Spokane Valley Fire Department for an incident management training/subscription program. (We paid 10% match of \$5,272.20)

The SFD was awarded funding through Department of Emergency Management for the purchase of unstaffed aerial vehicle (UAV) for \$25,000 and \$20,000 for Hazmat Training

The SFD was awarded up to \$20,000 Grant for the replacement of emergency coordination center gate



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 4/25/2017
Quote # QT1093025
Expires 5/25/2017
Sales Rep Deloza, Jay
PO #
Shipping Method FedEx Ground

Bill To

KAREN RIPLEY
SPOKANE FIRE DEPARTMENT
44 W RIVERSIDE AVE
SPOKANE WA 99201-0114

Ship To

SPOKANE FIRE DEPARTMENT
1618 N REBECCA ST
SPOKANE WA 99217-7200

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
48073-Range Red-2XL			RESPONDER HI-VIS PARKA - Color:RANGE RED(477) Size:XXL	1	211.69	211.69
EMBROIDERY 15000			Embroidery up to 15,000 stitches LEFT CHEST EMBROIDERY	1	6.00	6.00
EMBROIDERY NAMETAPE WITH VELCRO			Embroidery NAMETAPE with Velcro RIGHT CHEST NAMETAPE EMBROIDERY	1	8.00	8.00

3XL & 4XL - \$243.81 (PER JACKET)

Subtotal	225.69
Shipping Cost (FedEx Ground)	0.00
Tax Total	19.86
Total	\$245.55

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1093025

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2017-0313
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4320-17
<u>Requisition #</u>	RE18476000

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JUSTIN LUNDGREN 5092654115
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	SAN DIEGO POLICE EQUIPMENT PURCHASE ORDER

Agenda Wording

Request to set up value blanket with San Diego Police Equipment, Inc. (San Diego, CA) to purchase ammunition. The value blanket will be in the amount of \$113,012.21

Summary (Background)

The Purchasing Department sent out Bid #4320-17 for the purchase of ammunition. Three vendors bid on the ammunition. This value blanket will be allowed 4-one year extensions for a maximum of five years.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 113,012.21	# 068011480214005320699999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	LYNDS, SARAH
<u>Division Director</u>	MEIDL, CRAIG
<u>Finance</u>	LYNDS, SARAH
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	WAHL, CONNIE

Study Session

4/17/17

Other**Distribution List**

spdfinance@spokanepolice.org

cwahl@spokanecity.org

**Briefing Paper
City of Spokane
Spokane Police Department
San Diego Police Equipment Purchase Order
Public Safety Committee
April 17, 2017**

Subject

Request to set up value blanket with San Diego Police Equipment, Inc. (San Diego, CA) to purchase ammunition. This value blanket is in the amount of \$112,908.34

Background

The Purchasing Department sent out Bid #4320-17 for the purchase of ammunition. Three vendors bid on the ammunition. This value blanket will be allowed 4-one year extensions for a maximum of five years. The annual amount on the value blanket will be \$112,908.34

Impact

- Supports training and operations.
- Keeps up with ammunition shortage and supply

Action

Approve request to set up the ammunition value blanket with San Diego Equipment in the yearly amount of \$112,908.34.

Funding

General Fund

BID TABULATION

BID NUMBER: 4320-17
BID TITLE: POLICE AMMUNITION
DUE DATE: MONDAY, JANUARY 30, 2017



CITY OF SPOKANE - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

BIDS RECEIVED FROM:			COMMONWEALTH AMMUNITION MIAMI, FL		DOOLEY ENTERPRISES, INC. ANAHEIM, CA		SAN DIEGO POLICE EQUIPMENT, CO., INC. SAN DIEGO, CA	
DESCRIPTION	PART # ON BID	QUANTITY OF CASES	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
.38 Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	53921	1	No bid		\$369.00	\$369.00	\$397.18	\$397.18
Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	55	No bid		\$221.00	\$12,155.00	\$205.86	\$11,322.30
Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	10	\$368.50	\$3,685.00	\$368.12	\$3,681.20	\$399.81	\$3,998.10
Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	2	No bid		\$349.00	\$698.00	\$389.10	\$778.20
SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	53652	20	No bid		\$224.70	\$4,494.00	\$249.35	\$4,987.00
Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	5	\$414.50	\$2,072.50	\$469.00	\$2,345.00	\$425.17	\$2,125.85
SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	90	No bid		\$269.00	\$24,210.00	\$286.79	\$25,811.10
Federal .45 cal Frangible 155 GR (1000 rds/case)2	BC45CT1	15	\$488.50	\$7,327.50	\$564.00	\$8,460.00	\$521.87	\$7,828.05
Speer Gol125d Dot .45acp 230 gr. (1000 rds/case)	53966	2	No bid		\$418.00	\$836.00	\$429.72	\$859.44
Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	125	No bid		\$177.00	\$22,125.00	\$159.90	\$19,987.50
Federal .223 cal Frangible (500 rds/case)	BC223NT5	20	\$294.00	\$5,880.00	\$299.65	\$5,993.00	\$311.85	\$6,237.00

Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	8	No bid		No bid		\$223.05	\$1,784.40
.308 BTHP Matchgrade (500 rds/case)	GM308M	30	No bid		\$434.50	\$13,035.00	\$395.78	\$11,873.40
Federal .308 Tactical (Load case of 200)	LE308T1	20	No bid		No bid		\$294.10	\$5,882.00
NOTE: All freight costs including handling and shipping fees must be included in unit prices above.								
SUBTOTAL:		\$18,965.00				\$98,401.20		\$103,871.52
SALES TAX:		\$1,649.96				\$8,560.90		\$9,036.82
TOTAL BID:		\$20,614.96 *not all lines bid				\$106,962.10 *not all lines bid		\$112,908.34

_____ SUBMITTED A "NO BID" RESPONSE (Optional language if needed)

The Request for Bid was e-mailed to 40 firms/planholders, with 3 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #4320-17
DESCRIPTION: POLICE AMMUNITION
DUE DATE: MONDAY, JANUARY 30, 2017
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY SAN DIEGO POLICE EQUIPMENT CO. INC.

MAILING ADDRESS 8205-A RONSON ROAD
SAN DIEGO, CA 92111

PHYSICAL ADDRESS Same

PHONE NUMBER 800 367 8989

FAX NUMBER 858 974 8536

E-MAIL ADDRESS RYAN@SANDIEGOPOLICEEQUIPMENT.COM

SIGNATURE: B. H.

Signature here will confirm compliance with all instructions, terms, and conditions of this Request for Bids.

Connie Wahl, C.P.M., CPPB
Purchasing

PART I. PRICING AND BIDDER INFORMATION

SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING

BID NAME: POLICE AMMUNITION

BID NO: #4320-17

The purpose of this Request for Bid is to invite sealed Bids to provide an annual supply of ammunition to the City of Spokane Police Department.

SEE ATTACHMENT A –PRICING PAGE FOR PRICING TO BE INSERTED AND SUBMITTED WITH BID. ATTACHMENT A IS HEREIN INCLUDED IN THIS REQUEST FOR BIDS BY REFERENCE.

Payment Terms: Net 30 days via direct deposit/ach

Payment: Supplier will accept credit card ____ YES ☒ NO. If so, state any additional charge or discount for credit card payments. _____.

Delivery: We (I) will deliver partial the above items within 30-120 days and complete within 30-120 days from receipt of order. All freight costs including handling and shipping fees must be included in the unit price.

F.O.B. Delivery Point: CITY OF SPOKANE POLICE DEPARTMENT
1100 W MALLON AVE, SPOKANE, WA 99260

SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS BID.

SECTION II. BIDDER INFORMATION

Company Name: SAN DIEGO POLICE EQUIPMENT CO. INC.
(Type or Print)

By: RYAN KING Title: SALES MANAGER
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: RYAN KING Phone: 800 367 8989

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: T12074430 BUS

ORGANIZATION

Proposal of an () individual () partnership (☒) corporation organized and existing under the Laws of the State of CA.

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
FEDERAL CARTRIDGE CO.	900 EHLER DR, ANOKA MN	55303
CCI/SPEER	2299 SNAKE RIVER AVE, NEWISTON, ID	83501

MINORITY BUSINESS ENTERPRISE

Vendor (is , is not ☒) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is ☒, is not) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS**1. DEFINITIONS**

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.
- e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at

the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract shall begin upon signing by both parties for one year period. Orders will be placed as needed using a blanket order.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

11. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

- 1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.

4. All freight expenses shall be the responsibility of the winning Vendor.
5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
10. **In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.**

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?		✓	
If so were PCBs found at a measureable level?			
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?		✓	
If so attach the results or note from whom the results can be obtained.			
Do you have reason to believe the product contains measureable levels of PCBs?		✓	
Do you have reason to believe the product packaging contains measureable levels of PCBs?		✓	

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
12. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Bid should be directed to Micaela Martinez, 509-496-7193, mmartinez@spokanepolice.org, Police Department. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org.
2. If the product differs from the provisions contained herein, these differences must be explained in detail.
3. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
4. Brochures to be included with Bid Proposal forms.
5. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.
6. The omission of any standard feature described herein shall not void the Bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
7. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications along with statement as to where and how such warranty work will be performed.
8. Federal and State laws governing this product and its final certification must be satisfied.
9. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.
10. The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34
11. The unit, as specified, and all equipment, standard and optional, shall be completely assembled, adjusted, installed, and ready for use when delivered.
12. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible**.
13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS



INITIAL

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Police Ammunition. **Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request reasonable quantity of samples for evaluation at no cost to the City.**

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification.
State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS TABLE				
MINIMUM SPECIFICATIONS CALLED FOR	PART NO.	MANUFACTURER	TO BE SUPPLIED	EXCEPTIONS
A. Speer Gold dot 38 +P 135 Gr.	53921	Speer Ammo	<i>RM</i>	
B. Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	Federal	<i>RM</i>	
C. Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	Federal	<i>RM</i>	
D. Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	Speer Ammo	<i>RM</i>	
E. SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	53652	Speer Ammo	<i>RM</i>	
F. Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	Federal	<i>RM</i>	
G. SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	Speer Ammo	<i>RM</i>	
H. Federal .45 cal Frangible 155 GR (1000 rds/case)	BC45CT1	Federal	<i>RM</i>	
I. Speer Gold Dot .45acp 230 gr. (1000 rds/case)	53966	Speer Ammo	<i>RM</i>	
J. Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	Federal	<i>RM</i>	
K. Federal .223 cal Frangible (500 rds/case)	BC223NT5	Federal	<i>RM</i>	
L. Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	Federal	<i>RM</i>	
M. .308 BTHP Matchgrade (500 rds/case)	GM308M-500	Gold Medal	<i>RM</i>	
N. Federal .308 Tactical (Load case of 200)	LE308T1	Federal	<i>RM</i>	

Bidding all as specified.

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED BID – IMPORTANT"
"BID #4320-17 POLICE AMMUNITION"
"DUE: MONDAY, JANUARY 30, 2017 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE

3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One (1) paper copy, and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, JANUARY 30, 2017 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

9. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

10. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

11. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

12. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

13. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

14. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

15. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

16. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

17. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

18. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

19. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

22. FREIGHT TERMS

- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

23. PAYMENT

Payment will be made via direct deposit/ACH after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

24. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A
PRICING PAGE
REQUEST FOR BIDS #4320-17

SUBMITTED BY: RYAN KING

TITLE: SALES MANAGER

COMPANY: SAN DIEGO POLICE EQUIPMENT CO. INC.

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
		.38				
1	53921	Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	1	CS	\$ 397.18	\$ 397.18
		9mm				
6	AE9FP	Federal 9mm 147 gr. TMJ (1000 rds/case)	55	CS	\$ 205.86	\$ 11,322.30
7	BC9NT3	Federal 9mm cal Frangible 100 GR (1000 rds/case)	10	CS	\$ 399.81	\$ 3,998.10
8	53619	Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	2	CS	\$ 389.10	\$ 778.20
		.40 S&W				
	53652	SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	20	CS	\$ 249.35	\$ 4,987.00
10	BC40CT1	Federal .40 cal Frangible 125 gr (1000 rds/case)	5	CS	\$ 425.17	\$ 2,125.85
		.45 ACP				
12	53653	SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	90	CS	\$ 286.79	\$ 25,811.10
13	BC45CT1	Federal .45 cal Frangible 155 GR (1000 rds/case)	15	CS	\$ 521.87	\$ 7,828.05
14	53966	Speer Gold Dot .45acp 230 gr. (1000 rds/case)	2	CS	\$ 429.72	\$ 859.44
		.223				
15	AE223	Federal .223 cal TMJ 55 GR (500 rds/case)	125	CS	\$ 159.90	\$ 19,987.50
16	BC223NT5	Federal .223 cal Frangible (500 rds/case)	20	CS	\$ 311.85	\$ 6,237.00
17	LE223T1	Federal Tactical .223 Bonded Soft Tip (200 rds/case)	8	CS	\$ 223.05	\$ 1,784.40
		.308				
18	GM308M	.308 BTHP Matchgrade (500 rds/case)	30	CS	\$ 395.78	\$ 11,873.40
19	LE308T1	Federal .308 Tactical (Load case of 200)	20	CS	\$ 294.10	\$ 5,882.00

NOTE: All freight costs including handling and shipping fees must be included in unit prices above.

BID SUBTOTAL					\$ 103,871.52
WASHINGTON STATE SALES TAX (8.7%)					\$ 9,036.82
TOTAL BID					\$ 112,908.34

SAN DIEGO POLICE EQUIPMENT CO., INC.
8205-A RONSON ROAD
SAN DIEGO, CA 92111
PH: 800-367-8989
FAX: 858-974-8530

References:

San Diego Police Department
Ofc Bob Nobbs
4008 Federal Blvd
San Diego, CA 92102
Ph: 619-527-6079

San Diego County Sheriff
Dep. Paul Bonnano
East Miramar Road, Camp Elliott
San Diego, CA 92145
Ph: 858-565-3070

Phoenix Police Department
Sgt. Bret Draughn
10001 S. 15th Avenue
Phoenix, AZ 85041
Ph: 602-534-0671

ATTACHMENT A
PRICING PAGE
REQUEST FOR BIDS #4320-17

SUBMITTED BY: RYAN KING

TITLE: SALES MANAGER

COMPANY: SAN DIEGO POLICE EQUIPMENT CO. INC.

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BID SUBTOTAL	\$ 103,871.52
WASHINGTON STATE SALES TAX (8.7%)	\$ 9,036.82
TOTAL BID	\$ 112,908.34

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #4320-17
DESCRIPTION: POLICE AMMUNITION
DUE DATE: MONDAY, JANUARY 30, 2017
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Dodley Enterprises, Inc.

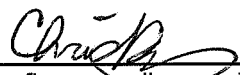
MAILING ADDRESS 1198 North Grove St. Ste A
Anaheim, CA 92806

PHYSICAL ADDRESS 1198 North Grove St. Ste A
Anaheim, CA 92806

PHONE NUMBER 714 630 6436

FAX NUMBER 714 630 3910

E-MAIL ADDRESS Chris@dodleyenterprises.com

SIGNATURE: 
Signature here will confirm compliance with all instructions,
terms, and conditions of this Request for Bids.



Connie Wahl, C.P.M., CPPB
Purchasing

SECTION I. PRICING

BID NO: #4320-17

ORGANIZATION

Proposal of an () individual () partnership (x) corporation organized and existing under the Laws of the State of California

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
<u>Dooley Enterprises, Inc.</u>	<u>1198 North Grove St. Ste A, Anaheim, CA</u>	<u>92806</u>
<u>Olin Corporation</u>	<u>600 Powermill Road, East Alton, IL</u>	<u>62024</u>

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is ____, is not X) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS**1. DEFINITIONS**

- Bidder - one who submits a Bid.
- Vendor - Bidder to whom contract or purchase order is awarded.
- Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.
- Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at

the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract shall begin upon signing by both parties for one year period. Orders will be placed as needed using a blanket order.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

11. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

- 1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.

4. All freight expenses shall be the responsibility of the winning Vendor.
5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

Kent P.D.; Chris Sprague; 220 4th Ave South, Kent, WA, 98032; 253-856-5827
Energy Northwest; Dave Likens; 76 N. Power Plant Loop; Sunnyside, WA, 98944; 503-377-1019
LAPD; Alex Chan; 12001 Blucher Ave, Granada Hills, CA 91344; 818-832-3715

6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			X
If so were PCBs found at a measureable level?			X
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			X
If so attach the results or note from whom the results can be obtained.			X
Do you have reason to believe the product contains measureable levels of PCBs?			X
Do you have reason to believe the product packaging contains measureable levels of PCBs?			X

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
12. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Bid should be directed to Micaela Martinez, 509-496-7193, mmartinez@spokanepolice.org, Police Department. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org.
2. If the product differs from the provisions contained herein, these differences must be explained in detail.
3. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
4. Brochures to be included with Bid Proposal forms.
5. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.
6. The omission of any standard feature described herein shall not void the Bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
7. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications along with statement as to where and how such warranty work will be performed.
8. Federal and State laws governing this product and its final certification must be satisfied.
9. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.
10. The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34
11. The unit, as specified, and all equipment, standard and optional, shall be completely assembled, adjusted, installed, and ready for use when delivered.
12. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible**.
13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS



INITIAL

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Police Ammunition. **Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request reasonable quantity of samples for evaluation at no cost to the City.**

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification.
State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS TABLE

	MINIMUM SPECIFICATIONS CALLED FOR	PART NO.	MANUFACTURER	TO BE SUPPLIED	EXCEPTIONS <i>See attachments</i>
<i>RA38B</i>	A. Speer Gold dot 38 +P 135 Gr.	53921	Speer Ammo	<i>CD</i>	<i>A1.1</i>
<i>USA9mm</i>	B. Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	Federal	<i>CD</i>	<i>A1.2</i>
<i>RA95F</i>	C. Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	Federal	<i>CD</i>	<i>A1.3</i>
<i>RA9B</i>	D. Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	Speer Ammo	<i>CD</i>	<i>A1.4</i>
<i>Q4238</i>	E. SpeerLawman .40 cal 180 GR TMJ (1000 rds/case)	53652	Speer Ammo	<i>CD</i>	<i>A1.5</i>
<i>RA405F</i>	F. Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	Federal	<i>CD</i>	<i>A1.6</i>
<i>Q4170</i>	G. SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	Speer Ammo	<i>CD</i>	<i>A1.7</i>
<i>RA455F</i>	H. Federal .45 cal Frangible 155 GR (1000 rds/case)	BC45CT1	Federal	<i>CD</i>	<i>A1.8</i>
<i>RA45B</i>	I. Speer Gold Dot .45acp 230 gr. (1000 rds/case)	53966	Speer Ammo	<i>CD</i>	<i>A1.9</i>
<i>Q3131</i>	J. Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	Federal	<i>CD</i>	<i>A1.10</i>
<i>RA2235F</i>	K. Federal .223 cal Frangible (500 rds/case)	BC223NT5	Federal	<i>CD</i>	<i>A1.11</i>
<i>--</i>	L. Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	Federal	<i>CD</i>	<i>--</i>
<i>S308M</i>	M. .308 BTHP Matchgrade (500 rds/case)	GM308M-500	Gold Medal	<i>CD</i>	<i>A1.12</i>
<i>--</i>	N. Federal .308 Tactical (Load case of 200)	LE308T1	Federal	<i>CD</i>	<i>--</i>

↑
Spec sheets
provided as
attachments

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED BID – IMPORTANT"
"BID #4320-17 POLICE AMMUNITION"
"DUE: MONDAY, JANUARY 30, 2017 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE

3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One (1) paper copy, and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, JANUARY 30, 2017 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

9. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

10. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

11. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

12. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

13. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

14. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

15. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

16. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

17. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

18. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

19. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

22. FREIGHT TERMS

- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

23. PAYMENT

Payment will be made via direct deposit/ACH after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

24. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A
PRICING PAGE
REQUEST FOR BIDS #4320-17

SUBMITTED BY: Chris Dooley

TITLE: Vice President

COMPANY: Dooley Enterprises, Inc.

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
		.38				
RA38B	1	53921 Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	1	CS	\$369.00	\$369.00
		9mm				
USA9MM	6	AE9FP Federal 9mm 147 gr. TMJ (1000 rds/case)	55	CS	\$221.00	\$12,155.00
RA9SF	7	BC9NT3 Federal 9mm cal Frangible 100 GR (1000 rds/case)	10	CS	\$368.12	\$3,681.20
RA9B	8	53619 Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	2	CS	\$349.00	\$698.00
		.40 S&W				
Q423B		53652 SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	20	CS	\$224.70	\$4,494.00
RA40SF	10	BE40CT1 Federal .40 cal Frangible 125 gr (1000 rds/case)	5	CS	\$469.00	\$2,345.00
		.45 ACP				
Q4170	12	53653 SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	90	CS	\$269.00	\$24,210.00
RA45SF	13	BE45CT1 Federal .45 cal Frangible 155 GR (1000 rds/case)	15	CS	\$564.00	\$8,460.00
RA45B	14	53966 Speer Gold Dot .45acp 230 gr. (1000 rds/case)	2	CS	\$418.00	\$836.00
		.223				
Q3131	15	AE223 Federal .223 cal TMJ 55 GR (500 rds/case)	125	CS	\$177.00	\$22,125.00
RA223SF	16	BC223NT5 Federal .223 cal Frangible (500 rds/case)	20	CS	\$299.65	\$5,993.00
—	17	LE223T1 Federal Tactical .223 Bonded Soft Tip (200 rds/case)	8	CS	—	—
		.308				
S308M	18	GM308M .308 BTHP Matchgrade (500 rds/case)	30	CS	\$434.50	\$13,035.00
—	19	LE308T1 Federal .308 Tactical (Load case of 200)	20	CS	—	—

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
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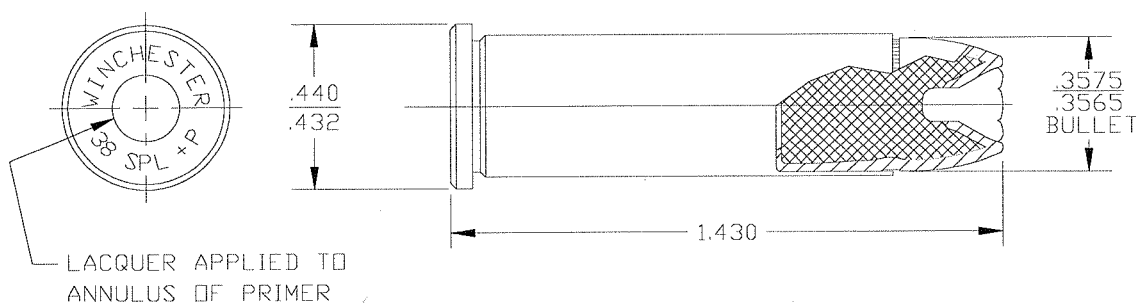
NOTE: All freight costs including handling and shipping fees must be included in unit prices above.

BID SUBTOTAL						\$ 98,401.20
WASHINGTON STATE SALES TAX (8.7%)						USE TAX
TOTAL BID						\$ 98,401.20



Winchester 38 Special +P (130) Bonded JHP

- Symbol: **RA38B** – Winchester Ranger Bonded
- Shellcase: 38 Special +P nickel plated brass shellcase
- Bullet: 130 grain Bonded JHP; Bullet Jacket Bonded to Lead Core
- Powder Type: Clean burning, low flash
- Primer: Winchester non-corrosive primer, boxer type
- Accuracy: Product Mean of 1.75 inches Extreme Spread
5 shot targets at 50 yards from a 7.71 inch SAAMI test barrel
- Velocity: 950 ft/sec nominal at muzzle
Fired from a 4" vented barrel
- 1150 ft/sec nominal @ 15 feet
Fired from a 7.71" SAAMI test barrel
- Energy: 260 ft-lbs nominal at muzzle
Fired from a 4" vented barrel
- Pressure: 20,000 psi maximum average
- Waterproofing: Shellac applied to primer annulus and shellcase mouth



ALL DIMENSIONS SHOWN ABOVE ARE FOR REFERENCE ONLY
INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

OLIN CORPORATION • WINCHESTER DIVISION • 600 POWDER MILL ROAD • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 9mm Luger (147) FMJ-TC - USA

Symbol: **USA9MM1** – USA Brand Centerfire Handgun Ammunition

Shellcase: 9mm LUGER Brass shellcase.

Bullet: 147 grain, Full Metal Jacket – Truncated Cone.

Primer: Winchester non-corrosive primer.

Accuracy: Product mean of 2.00" Extreme Spread – Five shot targets at 50 yards from a SAMMI standard 4" test barrel.

Velocity: 980 ft/sec nominal at 15 ft using a SAAMI standard 4" test barrel (990 ft/sec muzzle velocity).

Muzzle Energy: 320 ft-lb.

Pressure: Complies with SAAMI Maximum Average Pressure of 35,000 psi.

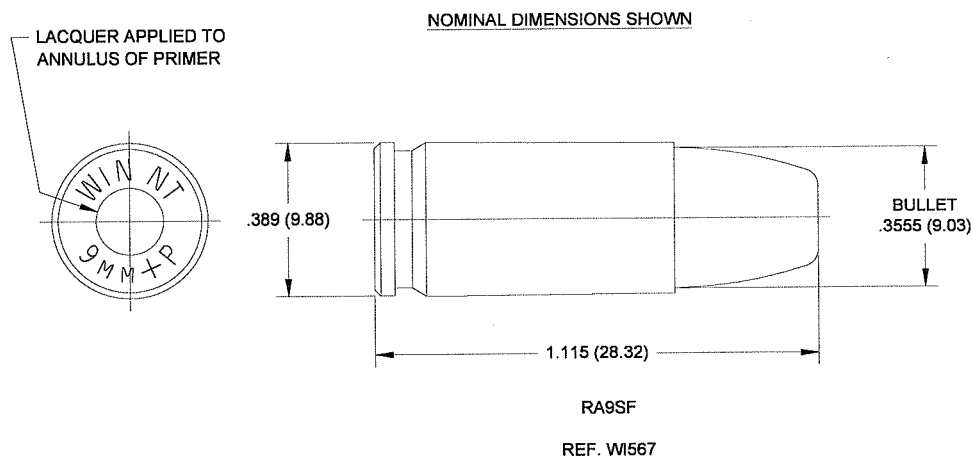
TYPICAL PERFORMANCE CHARACTERISTICS

Range (yds)	Velocity (fps)	Energy (ft-lb.)
0	990	320
50	945	292
100	907	268



Winchester 9mm Luger +P (100) Sinterfire Frangible

- Symbol: **RA9SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 9mm Luger +P brass shellcase
- Bullet: 100 grain (6.5 gram) Frangible; 100% lead free; copper/tin composite
Diameter .3555 inch (9.03 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 1250 ft/sec (381 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 347 ft-lb (470 joules)
- Pressure: 38,500 psi max. average (2,655 bars)
- Waterproofing: Lacquer applied to primer annulus



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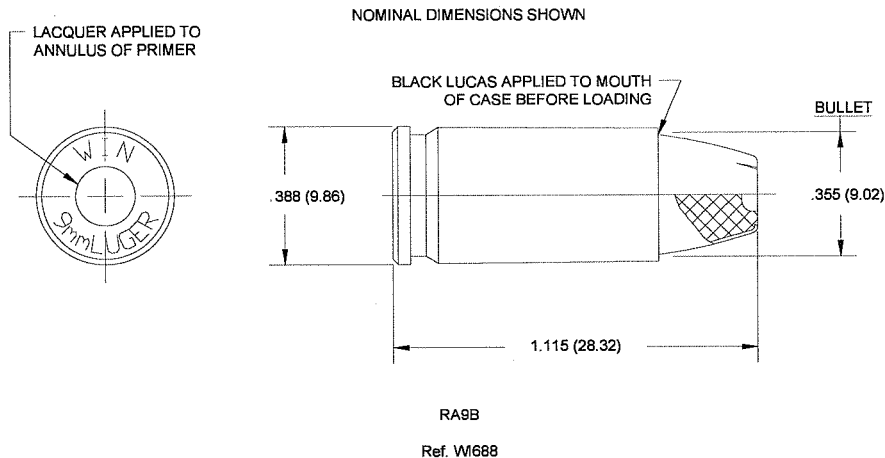
PRODUCT INFORMATION SHEET #170
Rev. A 11-17-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 9mm Luger (147) Bonded JHP

- Symbol:** RA9B – Winchester Ranger Bonded
- Shellcase:** 9mm Luger nickel plated brass shellcase with cap lacquer and mouth lacquer
- Bullet:** 147 grain (9.5 gram) Bonded JHP; Bullet Jacket Bonded to Lead Core
Diameter .355 inch (9.02 mm)
- Powder:** Clean burning, low flash
- Primer:** Winchester non-corrosive primer, boxer type
- Accuracy:** Product Mean of 2.0 inches (5.1 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity:** 990 ft/sec (302 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy:** 320 ft-lb (434 joules)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Pressure:** 35,000 psi max. average (2414 bars)
- Waterproofing:** Lacquer applied to primer annulus and Black Lucas applied to mouth of case



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PRODUCT INFORMATION SHEET #280
Rev. 9-13-2005

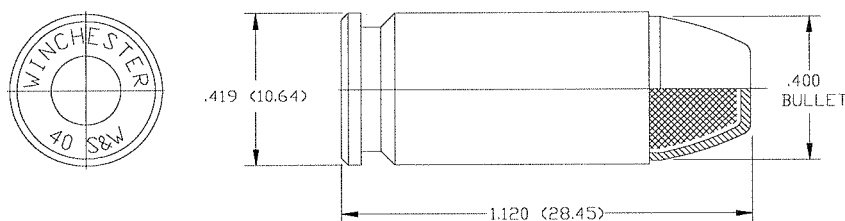
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 40 S&W (180) FMJ Paramilitary

- Symbol: **Q4238** – Winchester 40 S&W (180) Full Metal Jacket Paramilitary
- Shellcase: 40 S&W brass shellcase
- Bullet: 180 grain (11.7 gram) Full Metal Jacket
Brass jacket, lead core
Diameter .400 inch (10.2 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer – boxer type
- Accuracy: Product Mean of 2.5 inches (6.4 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 985 ft/sec (300 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 388 ft-lb (526 joules)
- Pressure: 35,000 psi max. average (2,414 bars)
- Waterproofing: None

NOMINAL DIMENSIONS SHOWN



Q4238

REF. W1707

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PRODUCT INFORMATION SHEET #289

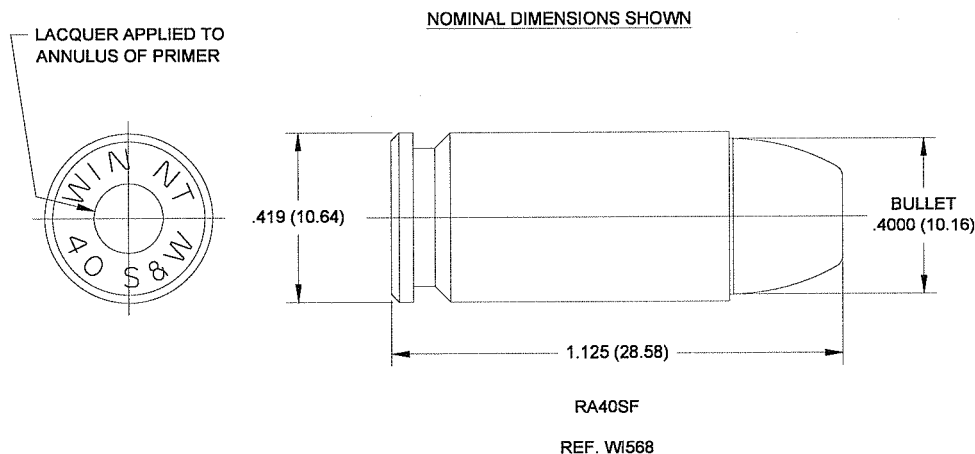
Rev. 03-29-2006

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 40 S&W (135) Sinterfire Frangible

- Symbol: **RA40SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 40 S&W brass shellcase
- Bullet: 135 grain (8.7 gram) Frangible; 100% lead free; copper/tin composite
Diameter .4000 inch (10.16 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 1160 ft/sec (354 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 403 ft-lb (546 joules)
- Pressure: 35,000 psi max. average (2,414 bars)
- Waterproofing: Lacquer applied to primer annulus



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PRODUCT INFORMATION SHEET #171
Rev. A 11-17-2003

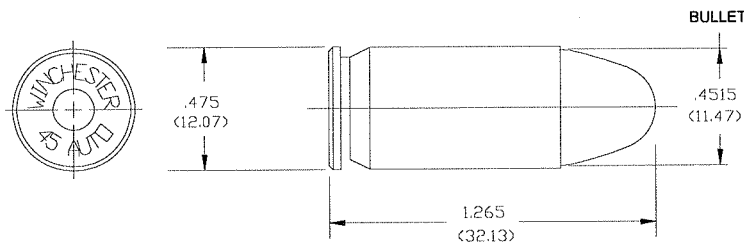
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto (230) FMJ Paramilitary

- Symbol:** Q4170 – Winchester 45 Auto (230) Full Metal Jacket Paramilitary
- Shellcase:** 45 Auto brass shellcase
- Bullet:** 230 grain (14.9 gram) Full Metal Jacket
Brass jacket, lead core
Diameter .4515 inch (11.47 mm)
- Powder:** Clean burning, low flash
- Primer:** Winchester non-corrosive, boxer type
- Accuracy:** Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity:** 830 ft/sec (253 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy:** 352 ft-lb (477 joules)
- Pressure:** 21,000 psi max. average (1,448 bars)
- Waterproofing:** None

NOMINAL DIMENSIONS SHOWN



Q4170

REF. WI414

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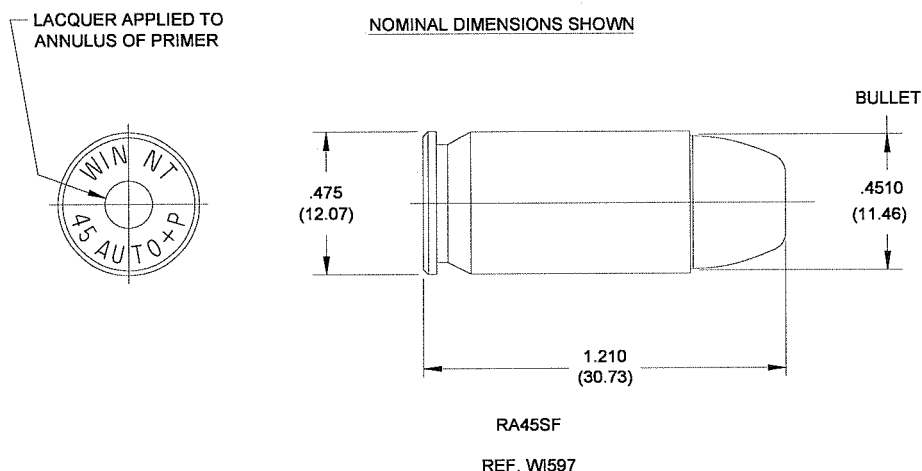
PRODUCT INFORMATION SHEET #136
Rev. B - 10-30-2009

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto +P (175) Sinterfire Frangible

- Symbol: **RA45SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 45 Auto +P brass shellcase
- Bullet: 175 grain (11.3 gram) Frangible; 100% lead free; copper/tin composite
Diameter .4510 inch (11.46 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity: 1000 ft/sec (305 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy: 389 ft-lb (527 joules)
- Pressure: 23,000 psi max. average (1586 bars)
- Waterproofing: Lacquer applied to primer annulus



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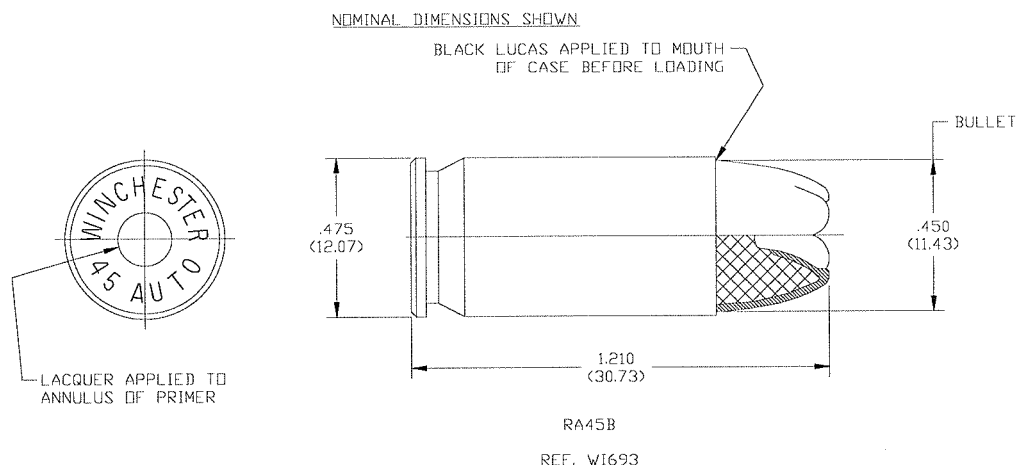
PRODUCT INFORMATION SHEET #193
Rev. A- 11-17-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto (230) Ranger® Bonded JHP

- Symbol: **RA45B** – Winchester Ranger Bonded
- Shellcase: 45 Auto nickel plated brass shellcase with cap lacquer and mouth lacquer
- Bullet: 230 grain (14.9 gram) Bonded JHP
Reversed Taper Bullet Jacket Bonded to Lead Core
Diameter .450 inch (11.43 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer, boxer type
- Accuracy: Product Mean of 1.5 inches (3.8 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity: 935 ft/sec (285 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy: 446 ft-lb (605 joules)
- Pressure: 21,000 psi max. average (1448 bars)
- Waterproofing: Lacquer applied to primer annulus and Black Lucas applied to mouth of case



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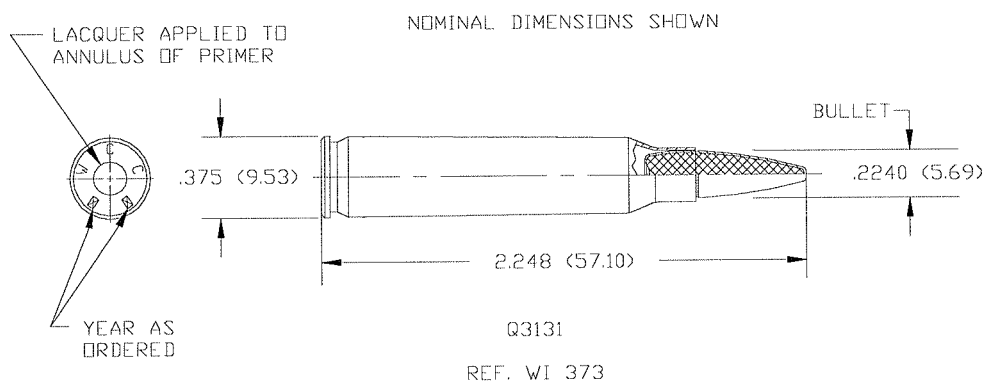
PRODUCT INFORMATION SHEET #282
Revised: 6-8-2009

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 5.56mm (55) FMJ Paramilitary

- Symbol: **Q3131** – Winchester Paramilitary
- Shellcase: Cal. 5.56mm brass shellcase (5.56x45mm)
- Bullet: 55 grain (3.56 gram) Full Metal Jacket Boat Tail
Brass jacket, lead core
Diameter .2240 inch (5.69 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer - boxer type
- Accuracy: 2.0 inches (5.1 cm) maximum average of mean radii at 200 yards (183 M)
10 shot targets from a 20 inch (50.8 cm) accuracy test barrel
- Velocity: 3,250 ft/sec (991 m/s) nominal at 15 ft (4.6 m)
Fired in a 20 inch (50.8 cm) standard SAAMI test barrel
- Energy: 1290 ft-lb (1749 joules)
- Pressure: 55,000 CUP max. average (3793 bars)
- Waterproofing: Applied to primer annulus



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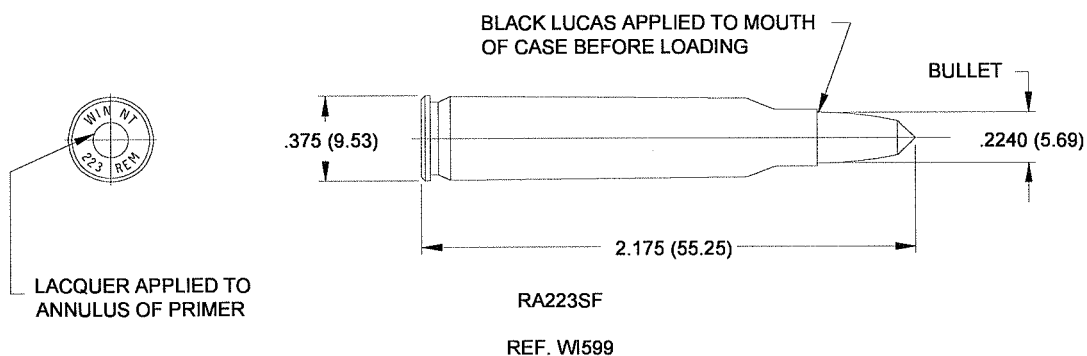
PRODUCT INFORMATION SHEET #122
Rev. D 3-20-2001



Winchester 223 Rem (55) Sinterfire Frangible

- Symbol: **RA223SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 223 Rem brass shellcase
- Bullet: 55 grain (3.6 gram) Frangible; 100% lead free; copper/tin composite
Diameter .2241 inch (5.69 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread
5 shot targets at 100 yards (91.4m) from a 24.0 inch (61.0 cm) SAAMI test barrel
- Velocity: 3115 ft/sec (949 m/s) nominal at 15 ft (4.6 m)
Fired in a 24.0 inch (61.0 cm) SAAMI test barrel
- Energy: 1185 ft-lb (1607 joules)
- Pressure: 55,000 psi max. average (3792 bars)
- Waterproofing: Lacquer applied to primer annulus and Black Lucas applied to mouth of case

NOMINAL DIMENSIONS SHOWN



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #195
Rev. D 5-25-2004

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com

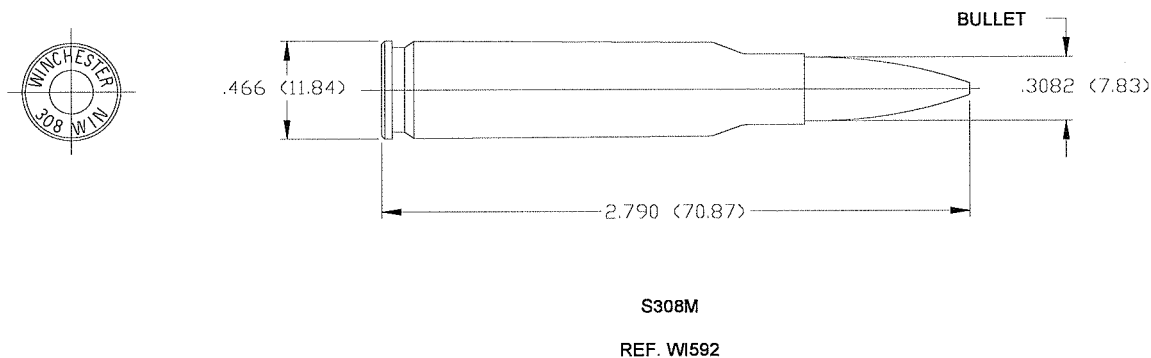


A1.12

Winchester Supreme 308 Win (168) HPBT Match

- Symbol: **S308M** – Winchester Supreme Match
- Shellcase: 308 Winchester brass shellcase
- Bullet: 168 grain (10.89 gram) Hollow Point Boattail Match
Brass jacket, lead core
Diameter .3082 inch (7.83 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer - boxer type
- Accuracy: Product Mean of 0.85 inches (2.2 cm) Extreme Spread
10 shot targets at 100 yards (91.4 m) from a 24 inch (61.0 cm) SAAMI test barrel
- Velocity: 2670 ft/sec (814 m/s) nominal at 15 ft (4.6 m)
Fired in a 24 inch (61.0 cm) standard SAAMI test barrel
- Energy: 2659 ft-lb (3605 joules)
- Pressure: 62,000 psi (4276 bars) max. average, conformal transducer
- Waterproofing: None

NOMINAL DIMENSIONS SHOWN



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #186
Rev. 06-19-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #4320-17
DESCRIPTION: POLICE AMMUNITION
DUE DATE: MONDAY, JANUARY 30, 2017
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Dodley Enterprises, Inc.

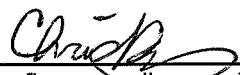
MAILING ADDRESS 1198 North Grove St. Ste A
Anaheim, CA 92806

PHYSICAL ADDRESS 1198 North Grove St. Ste A
Anaheim, CA 92806

PHONE NUMBER 714 630 6436

FAX NUMBER 714 630 3910

E-MAIL ADDRESS Chris@dodleyenterprises.com

SIGNATURE: 
Signature here will confirm compliance with all instructions,
terms, and conditions of this Request for Bids.



Connie Wahl, C.P.M., CPPB
Purchasing

SECTION I. PRICING

BID NO: #4320-17

ORGANIZATION

Proposal of an () individual () partnership (x) corporation organized and existing under the Laws of the State of California

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
<u>Dooley Enterprises, Inc.</u>	<u>1198 North Grove St. Ste A, Anaheim, CA</u>	<u>92806</u>
<u>Olin Corporation</u>	<u>600 Powermill Road, East Alton, IL</u>	<u>62024</u>

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is ____, is not X) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS**1. DEFINITIONS**

- Bidder - one who submits a Bid.
- Vendor - Bidder to whom contract or purchase order is awarded.
- Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.
- Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at

the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract shall begin upon signing by both parties for one year period. Orders will be placed as needed using a blanket order.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

11. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

- 1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.

4. All freight expenses shall be the responsibility of the winning Vendor.
5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

Kent P.D.; Chris Sprague; 220 4th Ave South, Kent, WA, 98032; 253-856-5827
Energy Northwest; Dave Likens; 76 N. Power Plant Loop; Sunnyside, WA, 98944; 503-377-1019
LAPD; Alex Chan; 12001 Blucher Ave, Granada Hills, CA 91344; 818-832-3715

6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
10. **In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.**

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			X
If so were PCBs found at a measureable level?			X
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			X
If so attach the results or note from whom the results can be obtained.			X
Do you have reason to believe the product contains measureable levels of PCBs?			X
Do you have reason to believe the product packaging contains measureable levels of PCBs?			X

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
12. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Bid should be directed to Micaela Martinez, 509-496-7193, mmartinez@spokanepolice.org, Police Department. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org.
2. If the product differs from the provisions contained herein, these differences must be explained in detail.
3. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
4. Brochures to be included with Bid Proposal forms.
5. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.
6. The omission of any standard feature described herein shall not void the Bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
7. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications along with statement as to where and how such warranty work will be performed.
8. Federal and State laws governing this product and its final certification must be satisfied.
9. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.
10. The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34
11. The unit, as specified, and all equipment, standard and optional, shall be completely assembled, adjusted, installed, and ready for use when delivered.
12. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible**.
13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS



INITIAL

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Police Ammunition. **Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request reasonable quantity of samples for evaluation at no cost to the City.**

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification.
State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS TABLE

	MINIMUM SPECIFICATIONS CALLED FOR	PART NO.	MANUFACTURER	TO BE SUPPLIED	EXCEPTIONS <i>See attachments</i>
RA38B	A. Speer Gold dot 38 +P 135 Gr.	53921	Speer Ammo	CD	A1.1
USA9mm	B. Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	Federal	CD	A1.2
RA95F	C. Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	Federal	CD	A1.3
RA9B	D. Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	Speer Ammo	CD	A1.4
Q4238	E. SpeerLawman .40 cal 180 GR TMJ (1000 rds/case)	53652	Speer Ammo	CD	A1.5
RA405F	F. Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	Federal	CD	A1.6
Q4170	G. SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	Speer Ammo	CD	A1.7
RA455F	H. Federal .45 cal Frangible 155 GR (1000 rds/case)	BC45CT1	Federal	CD	A1.8
RA45B	I. Speer Gold Dot .45acp 230 gr. (1000 rds/case)	53966	Speer Ammo	CD	A1.9
Q3131	J. Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	Federal	CD	A1.10
RA2235F	K. Federal .223 cal Frangible (500 rds/case)	BC223NT5	Federal	CD	A1.11
--	L. Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	Federal	CD	--
S308M	M. .308 BTHP Matchgrade (500 rds/case)	GM308M-500	Gold Medal	CD	A1.12
--	N. Federal .308 Tactical (Load case of 200)	LE308T1	Federal	CD	--

↑
Spec sheets
provided as
attachments

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED BID – IMPORTANT"
"BID #4320-17 POLICE AMMUNITION"
"DUE: MONDAY, JANUARY 30, 2017 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE

3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One (1) paper copy, and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, JANUARY 30, 2017 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

9. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

10. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

11. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

12. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

13. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

14. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

15. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

16. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

17. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

18. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

19. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

22. FREIGHT TERMS

- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

23. PAYMENT

Payment will be made via direct deposit/ACH after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

24. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A
PRICING PAGE
REQUEST FOR BIDS #4320-17

SUBMITTED BY: Chris Dooley

TITLE: Vice President

COMPANY: Dooley Enterprises, Inc.

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
		.38				
RA38B	1	53921 Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	1	CS	\$369.00	\$369.00
		9mm				
USA9MM	6	AE9FP Federal 9mm 147 gr. TMJ (1000 rds/case)	55	CS	\$221.00	\$12,155.00
RA9SF	7	BC9NT3 Federal 9mm cal Frangible 100 GR (1000 rds/case)	10	CS	\$368.12	\$3,681.20
RA9B	8	53619 Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	2	CS	\$349.00	\$698.00
		.40 S&W				
Q423B		53652 SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	20	CS	\$224.70	\$4,494.00
RA40SF	10	BE40CT1 Federal .40 cal Frangible 125 gr (1000 rds/case)	5	CS	\$469.00	\$2,345.00
		.45 ACP				
Q4170	12	53653 SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	90	CS	\$269.00	\$24,210.00
RA45SF	13	BC45CT1 Federal .45 cal Frangible 155 GR (1000 rds/case)	15	CS	\$564.00	\$8,460.00
RA45B	14	53966 Speer Gold Dot .45acp 230 gr. (1000 rds/case)	2	CS	\$418.00	\$836.00
		.223				
Q3131	15	AE223 Federal .223 cal TMJ 55 GR (500 rds/case)	125	CS	\$177.00	\$22,125.00
RA223SF	16	BC223NT5 Federal .223 cal Frangible (500 rds/case)	20	CS	\$299.65	\$5,993.00
—	17	LE223T1 Federal Tactical .223 Bonded Soft Tip (200 rds/case)	8	CS	—	—
		.308				
S308M	18	GM308M .308 BTHP Matchgrade (500 rds/case)	30	CS	\$434.50	\$13,035.00
—	19	LE308T1 Federal .308 Tactical (Load case of 200)	20	CS	—	—

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
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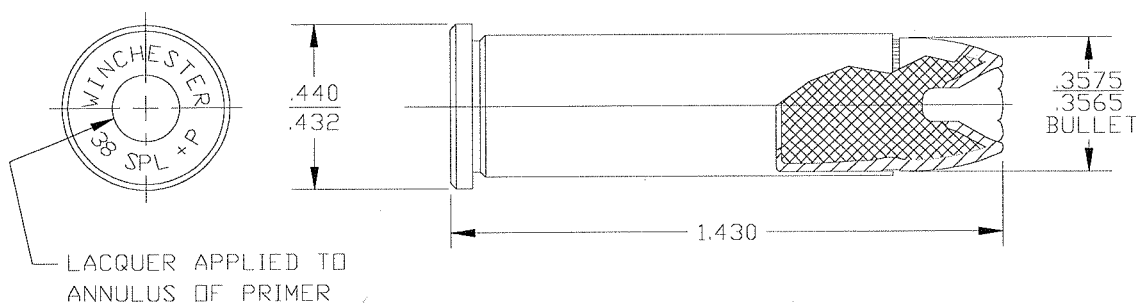
NOTE: All freight costs including handling and shipping fees must be included in unit prices above.

BID SUBTOTAL						\$ 98,401.20
WASHINGTON STATE SALES TAX (8.7%)						USE TAX
TOTAL BID						\$ 98,401.20



Winchester 38 Special +P (130) Bonded JHP

- Symbol: **RA38B** – Winchester Ranger Bonded
- Shellcase: 38 Special +P nickel plated brass shellcase
- Bullet: 130 grain Bonded JHP; Bullet Jacket Bonded to Lead Core
- Powder Type: Clean burning, low flash
- Primer: Winchester non-corrosive primer, boxer type
- Accuracy: Product Mean of 1.75 inches Extreme Spread
5 shot targets at 50 yards from a 7.71 inch SAAMI test barrel
- Velocity: 950 ft/sec nominal at muzzle
Fired from a 4" vented barrel
- 1150 ft/sec nominal @ 15 feet
Fired from a 7.71" SAAMI test barrel
- Energy: 260 ft-lbs nominal at muzzle
Fired from a 4" vented barrel
- Pressure: 20,000 psi maximum average
- Waterproofing: Shellac applied to primer annulus and shellcase mouth



ALL DIMENSIONS SHOWN ABOVE ARE FOR REFERENCE ONLY
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OLIN CORPORATION • WINCHESTER DIVISION • 600 POWDER MILL ROAD • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 9mm Luger (147) FMJ-TC - USA

Symbol: **USA9MM1** – USA Brand Centerfire Handgun Ammunition

Shellcase: 9mm LUGER Brass shellcase.

Bullet: 147 grain, Full Metal Jacket – Truncated Cone.

Primer: Winchester non-corrosive primer.

Accuracy: Product mean of 2.00" Extreme Spread – Five shot targets at 50 yards from a SAMMI standard 4" test barrel.

Velocity: 980 ft/sec nominal at 15 ft using a SAAMI standard 4" test barrel (990 ft/sec muzzle velocity).

Muzzle Energy: 320 ft-lb.

Pressure: Complies with SAAMI Maximum Average Pressure of 35,000 psi.

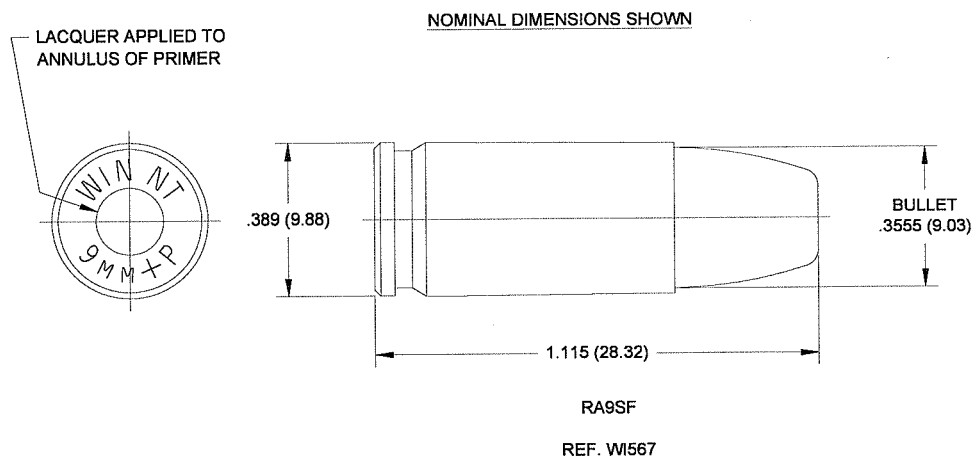
TYPICAL PERFORMANCE CHARACTERISTICS

Range (yds)	Velocity (fps)	Energy (ft-lb.)
0	990	320
50	945	292
100	907	268



Winchester 9mm Luger +P (100) Sinterfire Frangible

- Symbol: **RA9SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 9mm Luger +P brass shellcase
- Bullet: 100 grain (6.5 gram) Frangible; 100% lead free; copper/tin composite
Diameter .3555 inch (9.03 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 1250 ft/sec (381 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 347 ft-lb (470 joules)
- Pressure: 38,500 psi max. average (2,655 bars)
- Waterproofing: Lacquer applied to primer annulus



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

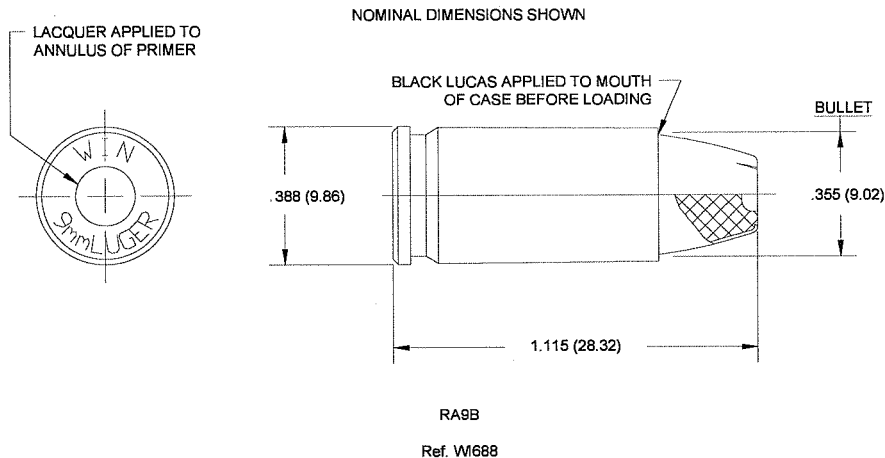
PRODUCT INFORMATION SHEET #170
Rev. A 11-17-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 9mm Luger (147) Bonded JHP

- Symbol:** RA9B – Winchester Ranger Bonded
- Shellcase:** 9mm Luger nickel plated brass shellcase with cap lacquer and mouth lacquer
- Bullet:** 147 grain (9.5 gram) Bonded JHP; Bullet Jacket Bonded to Lead Core
Diameter .355 inch (9.02 mm)
- Powder:** Clean burning, low flash
- Primer:** Winchester non-corrosive primer, boxer type
- Accuracy:** Product Mean of 2.0 inches (5.1 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity:** 990 ft/sec (302 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy:** 320 ft-lb (434 joules)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Pressure:** 35,000 psi max. average (2414 bars)
- Waterproofing:** Lacquer applied to primer annulus and Black Lucas applied to mouth of case



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #280
Rev. 9-13-2005

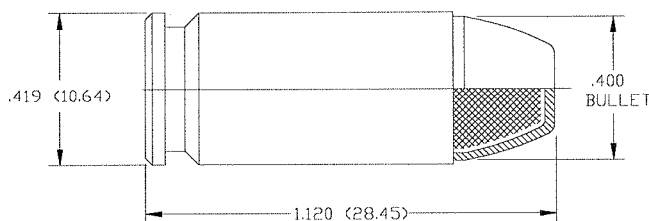
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 40 S&W (180) FMJ Paramilitary

- Symbol: **Q4238** – Winchester 40 S&W (180) Full Metal Jacket Paramilitary
- Shellcase: 40 S&W brass shellcase
- Bullet: 180 grain (11.7 gram) Full Metal Jacket
Brass jacket, lead core
Diameter .400 inch (10.2 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer – boxer type
- Accuracy: Product Mean of 2.5 inches (6.4 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 985 ft/sec (300 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 388 ft-lb (526 joules)
- Pressure: 35,000 psi max. average (2,414 bars)
- Waterproofing: None

NOMINAL DIMENSIONS SHOWN



Q4238

REF. W1707

INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #289

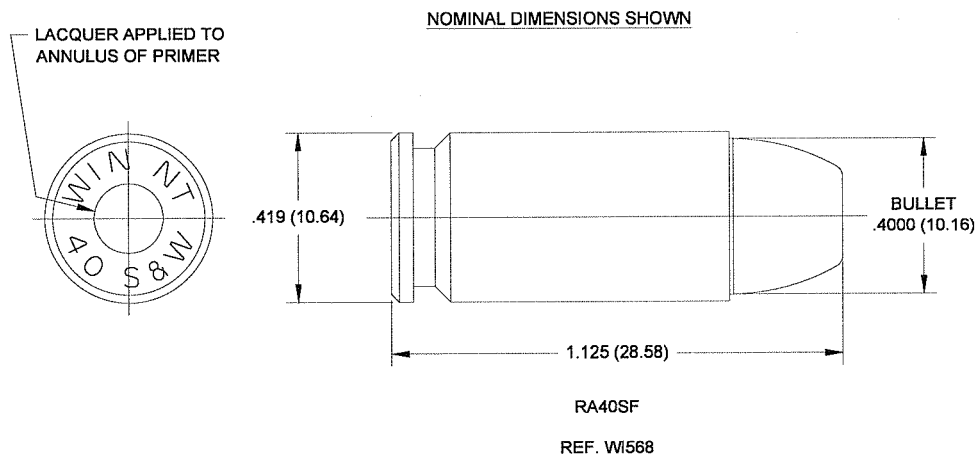
Rev. 03-29-2006

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 40 S&W (135) Sinterfire Frangible

- Symbol: **RA40SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 40 S&W brass shellcase
- Bullet: 135 grain (8.7 gram) Frangible; 100% lead free; copper/tin composite
Diameter .4000 inch (10.16 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 4 inch (10.2 cm) SAAMI test barrel
- Velocity: 1160 ft/sec (354 m/s) nominal at 15 ft (4.6 m)
Fired in a 4 inch (10.2 cm) standard SAAMI test barrel
- Energy: 403 ft-lb (546 joules)
- Pressure: 35,000 psi max. average (2,414 bars)
- Waterproofing: Lacquer applied to primer annulus



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #171
Rev. A 11-17-2003

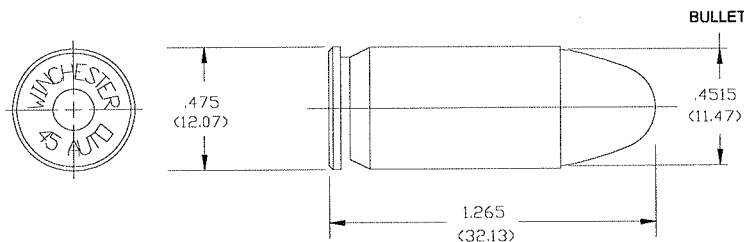
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto (230) FMJ Paramilitary

- Symbol:** Q4170 – Winchester 45 Auto (230) Full Metal Jacket Paramilitary
- Shellcase:** 45 Auto brass shellcase
- Bullet:** 230 grain (14.9 gram) Full Metal Jacket
Brass jacket, lead core
Diameter .4515 inch (11.47 mm)
- Powder:** Clean burning, low flash
- Primer:** Winchester non-corrosive, boxer type
- Accuracy:** Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity:** 830 ft/sec (253 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy:** 352 ft-lb (477 joules)
- Pressure:** 21,000 psi max. average (1,448 bars)
- Waterproofing:** None

NOMINAL DIMENSIONS SHOWN



Q4170

REF. W414

INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

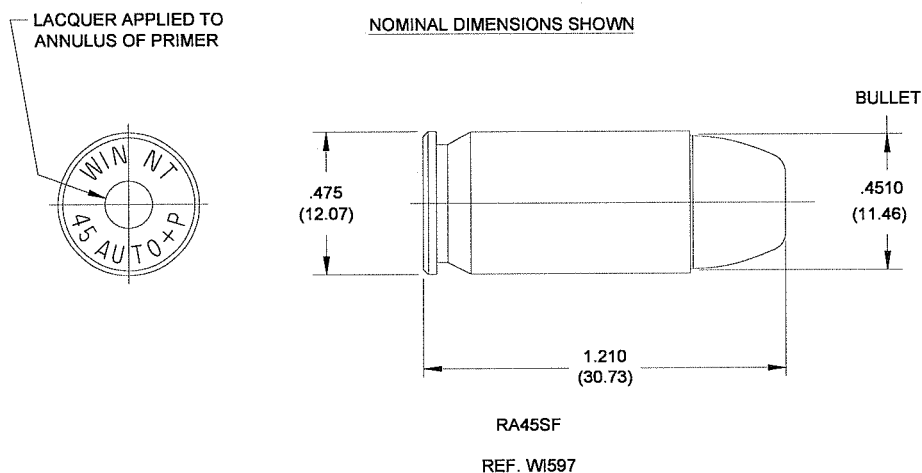
PRODUCT INFORMATION SHEET #136
Rev. B - 10-30-2009

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto +P (175) Sinterfire Frangible

- Symbol: **RA45SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 45 Auto +P brass shellcase
- Bullet: 175 grain (11.3 gram) Frangible; 100% lead free; copper/tin composite
Diameter .4510 inch (11.46 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 3.0 inches (7.6 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity: 1000 ft/sec (305 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy: 389 ft-lb (527 joules)
- Pressure: 23,000 psi max. average (1586 bars)
- Waterproofing: Lacquer applied to primer annulus



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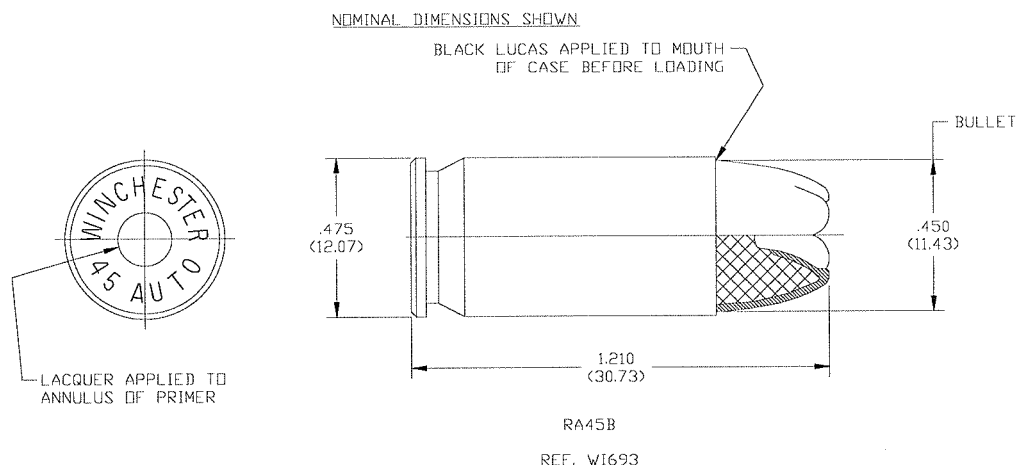
PRODUCT INFORMATION SHEET #193
Rev. A- 11-17-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 45 Auto (230) Ranger® Bonded JHP

- Symbol: **RA45B** – Winchester Ranger Bonded
- Shellcase: 45 Auto nickel plated brass shellcase with cap lacquer and mouth lacquer
- Bullet: 230 grain (14.9 gram) Bonded JHP
Reversed Taper Bullet Jacket Bonded to Lead Core
Diameter .450 inch (11.43 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer, boxer type
- Accuracy: Product Mean of 1.5 inches (3.8 cm) Extreme Spread
5 shot targets at 50 yards (45.7 m) from a 5 inch (12.7 cm) SAAMI test barrel
- Velocity: 935 ft/sec (285 m/s) nominal at 15 ft (4.6 m)
Fired in a 5 inch (12.7 cm) SAAMI test barrel
- Energy: 446 ft-lb (605 joules)
- Pressure: 21,000 psi max. average (1448 bars)
- Waterproofing: Lacquer applied to primer annulus and Black Lucas applied to mouth of case



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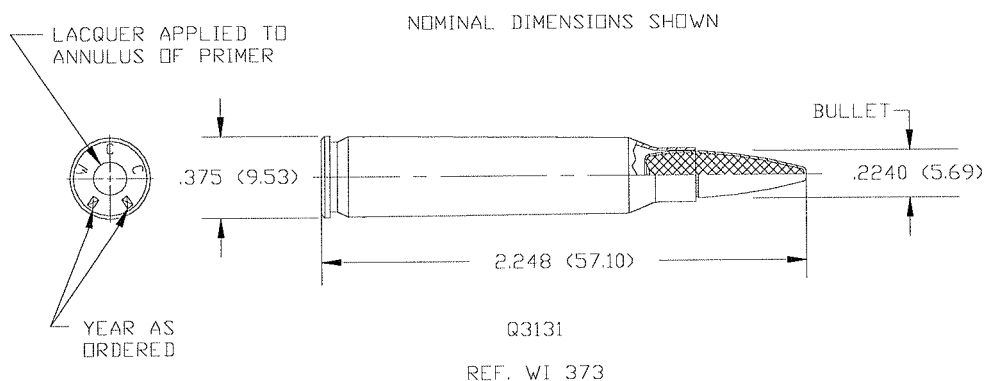
PRODUCT INFORMATION SHEET #282
Revised: 6-8-2009

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TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com



Winchester 5.56mm (55) FMJ Paramilitary

- Symbol:** Q3131 – Winchester Paramilitary
- Shellcase:** Cal. 5.56mm brass shellcase (5.56x45mm)
- Bullet:** 55 grain (3.56 gram) Full Metal Jacket Boat Tail
Brass jacket, lead core
Diameter .2240 inch (5.69 mm)
- Powder:** Clean burning, low flash
- Primer:** Winchester non-corrosive primer - boxer type
- Accuracy:** 2.0 inches (5.1 cm) maximum average of mean radii at 200 yards (183 M)
10 shot targets from a 20 inch (50.8 cm) accuracy test barrel
- Velocity:** 3,250 ft/sec (991 m/s) nominal at 15 ft (4.6 m)
Fired in a 20 inch (50.8 cm) standard SAAMI test barrel
- Energy:** 1290 ft-lb (1749 joules)
- Pressure:** 55,000 CUP max. average (3793 bars)
- Waterproofing:** Applied to primer annulus



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

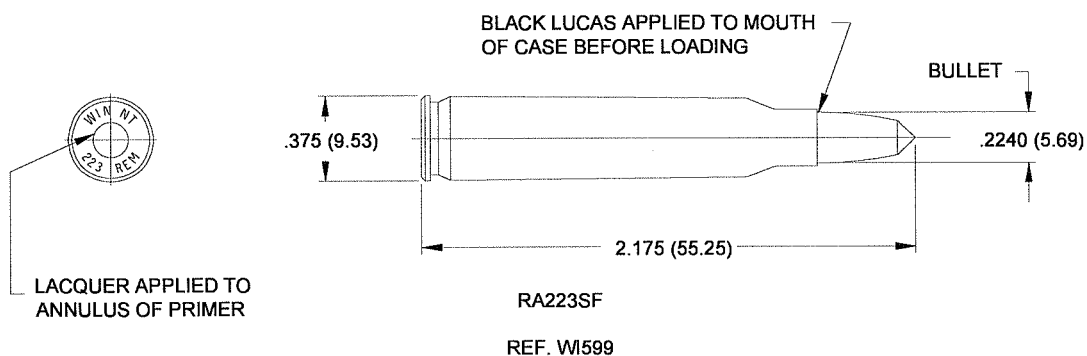
PRODUCT INFORMATION SHEET #122
Rev. D 3-20-2001



Winchester 223 Rem (55) Sinterfire Frangible

- Symbol: **RA223SF** – Winchester Ranger Sinterfire Frangible
- Shellcase: 223 Rem brass shellcase
- Bullet: 55 grain (3.6 gram) Frangible; 100% lead free; copper/tin composite
Diameter .2241 inch (5.69 mm)
- Powder: Clean burning, low flash
- Primer: Winchester lead free, heavy metal free priming mix; nickel plated cup; boxer type
- Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread
5 shot targets at 100 yards (91.4m) from a 24.0 inch (61.0 cm) SAAMI test barrel
- Velocity: 3115 ft/sec (949 m/s) nominal at 15 ft (4.6 m)
Fired in a 24.0 inch (61.0 cm) SAAMI test barrel
- Energy: 1185 ft-lb (1607 joules)
- Pressure: 55,000 psi max. average (3792 bars)
- Waterproofing: Lacquer applied to primer annulus and Black Lucas applied to mouth of case

NOMINAL DIMENSIONS SHOWN



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #195
Rev. D 5-25-2004

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com

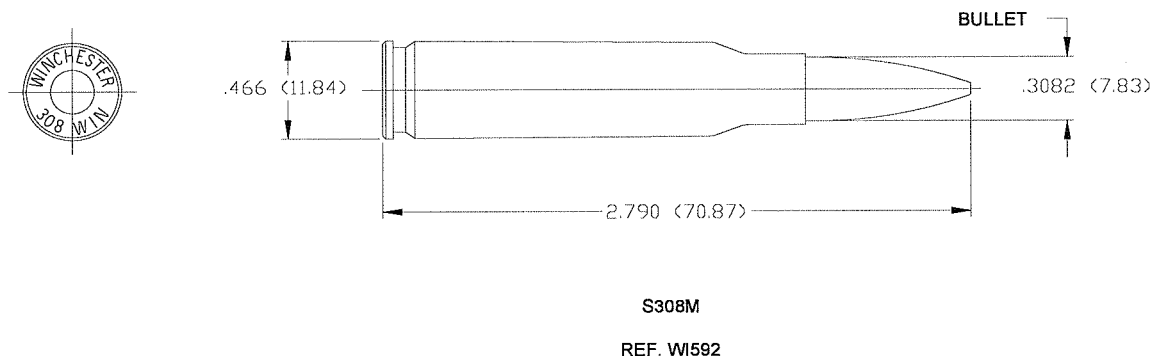


A1.12

Winchester Supreme 308 Win (168) HPBT Match

- Symbol: **S308M** – Winchester Supreme Match
- Shellcase: 308 Winchester brass shellcase
- Bullet: 168 grain (10.89 gram) Hollow Point Boattail Match
Brass jacket, lead core
Diameter .3082 inch (7.83 mm)
- Powder: Clean burning, low flash
- Primer: Winchester non-corrosive primer - boxer type
- Accuracy: Product Mean of 0.85 inches (2.2 cm) Extreme Spread
10 shot targets at 100 yards (91.4 m) from a 24 inch (61.0 cm) SAAMI test barrel
- Velocity: 2670 ft/sec (814 m/s) nominal at 15 ft (4.6 m)
Fired in a 24 inch (61.0 cm) standard SAAMI test barrel
- Energy: 2659 ft-lb (3605 joules)
- Pressure: 62,000 psi (4276 bars) max. average, conformal transducer
- Waterproofing: None

NOMINAL DIMENSIONS SHOWN



INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #186
Rev. 06-19-2003

OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197
TELEPHONE: 618 258-2000 • WEB SITE: www.winchester.com

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #4320-17
DESCRIPTION: POLICE AMMUNITION
DUE DATE: MONDAY, JANUARY 30, 2017
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Commonwealth Ammunition, LLC

MAILING ADDRESS 7315 NE 1st Place

Miami, FL 33138 _____

PHYSICAL ADDRESS 7315 NE 1st Place

Miami, FL 33138 _____

PHONE NUMBER 302-300-3700

FAX NUMBER _____

E-MAIL ADDRESS AOliver@cwammunition.com

SIGNATURE: _____

Signature here will confirm compliance with all instructions,
terms, and conditions of this Request for Bids.

Connie Wahl, C.P.M., CPPB
Purchasing

PART I. PRICING AND BIDDER INFORMATION

SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING

BID NAME: POLICE AMMUNITION

BID NO: #4320-17

The purpose of this Request for Bid is to invite sealed Bids to provide an annual supply of ammunition to the City of Spokane Police Department.

SEE ATTACHMENT A –PRICING PAGE FOR PRICING TO BE INSERTED AND SUBMITTED WITH BID. ATTACHMENT A IS HEREIN INCLUDED IN THIS REQUEST FOR BIDS BY REFERENCE.

Payment Terms: Net 30 days via direct deposit/ach

Payment: Supplier will accept credit card x YES NO. If so, state any additional charge or discount for credit card payments. 2.5% .

Delivery: We (I) will deliver partial the above items within 60 days and complete within 90 days from receipt of order. All freight costs including handling and shipping fees must be included in the unit price.

F.O.B. Delivery Point: CITY OF SPOKANE POLICE DEPARTMENT
1100 W MALLON AVE, SPOKANE, WA 99260

SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS BID.

SECTION II. BIDDER INFORMATION

Company Name: Adam Oliver
(Type or Print)

By: Adam Oliver Title: Co Owner
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: Adam Oliver Phone: 302-300-3700

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORGANIZATION

Proposal of an () individual () partnership (x) corporation organized and existing under the Laws of the State of Delaware.

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME

ADDRESS

ZIP

MINORITY BUSINESS ENTERPRISE

Vendor (is ____, is not __x__) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is __x__, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS**1. DEFINITIONS**

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.
- e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at

the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract shall begin upon signing by both parties for one year period. Orders will be placed as needed using a blanket order.

5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

11. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

- 1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
- 2. Time is of the essence in the performance of this contract.
- 3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.

4. All freight expenses shall be the responsibility of the winning Vendor.
5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.
 - 1) Wyoming Law Enforcement Academy / Kurt Taboga / 1556 Riverbed Drive Douglas, WY 82633/ 307-358-4563
 - 2) Oregon DPSST/ Lt. Mark Fortner/ 4190 Aumsville Hwy SE Salem, OR 97317 / 503-378-2315
 - 3) Santa Rosa Junior College / Tim Bell / 5743 Skylane Blvd Windsor, CA 95492/ (707) 837-8843
6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
10. **In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.**

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			x
If so were PCBs found at a measureable level?			x
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			x
If so attach the results or note from whom the results can be obtained.			x
Do you have reason to believe the product contains measureable levels of PCBs?		x	
Do you have reason to believe the product packaging contains measureable levels of PCBs?		x	

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Bid should be directed to Micaela Martinez, 509-496-7193, mmartinez@spokanepolice.org, Police Department. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing at cwahl@spokanecity.org.
2. If the product differs from the provisions contained herein, these differences must be explained in detail.
3. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
4. Brochures to be included with Bid Proposal forms.
5. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.
6. The omission of any standard feature described herein shall not void the Bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
7. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications along with statement as to where and how such warranty work will be performed.
8. Federal and State laws governing this product and its final certification must be satisfied.
9. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.
10. The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34
11. The unit, as specified, and all equipment, standard and optional, shall be completely assembled, adjusted, installed, and ready for use when delivered.
12. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible**.
13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS


INITIAL

SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Police Ammunition. **Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request reasonable quantity of samples for evaluation at no cost to the City.**

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification.
State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS TABLE				
MINIMUM SPECIFICATIONS CALLED FOR	PART NO.	MANUFACTURER	TO BE SUPPLIED	EXCEPTIONS
A. Speer Gold dot 38 +P 135 Gr.	53921	Speer Ammo		
B. Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	Federal		
C. Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	Federal	AT	
D. Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	Speer Ammo		
E. SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	53652	Speer Ammo		
F. Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	Federal	AT	
G. SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	Speer Ammo		
H. Federal .45 cal Frangible 155 GR (1000 rds/case)	BC45CT1	Federal	AT	
I. Speer Gold Dot .45acp 230 gr. (1000 rds/case)	53966	Speer Ammo		
J. Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	Federal		
K. Federal .223 cal Frangible (500 rds/case)	BC223NT5	Federal	AT	
L. Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	Federal		
M. .308 BTHP Matchgrade (500 rds/case)	GM308M-500	Gold Medal		
N. Federal .308 Tactical (Load case of 200)	LE308T1	Federal		

PART IV. BID SUBMISSION AND EVALUATION

SECTION I. BID SUBMISSION

1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED BID – IMPORTANT"
"BID #4320-17 POLICE AMMUNITION"
"DUE: MONDAY, JANUARY 30, 2017 – 1:00 P.M."
YOUR COMPANY NAME, CITY, & STATE

3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One (1) paper copy, and One (1) reproducible digital copy (CD or thumb drive) to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Proposals will not be accepted by fax or email

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, JANUARY 30, 2017 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. BID EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

9. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

10. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

11. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

12. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

13. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

14. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

15. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

16. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

17. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

18. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

19. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

22. FREIGHT TERMS

- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

23. PAYMENT

Payment will be made via direct deposit/ACH after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

24. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A
PRICING PAGE
REQUEST FOR BIDS #4320-17

SUBMITTED BY: Adam Oliver

TITLE: Co Owner

COMPANY: Commonwealth Ammunition, LLC

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
		.38				
1	53921	Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	1	CS		\$ -
		9mm				\$ -
6	AE9FP	Federal 9mm 147 gr. TMJ (1000 rds/case)	55	CS		\$ -
7	BC9NT3	Federal 9mm cal Frangible 100 GR (1000 rds/case)	10	CS	\$ 368.50	\$ 3,685.00
8	53619	Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	2	CS		\$ -
		.40 S&W				\$ -
	53652	SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	20	CS		\$ -
10	BC40CT1	Federal .40 cal Frangible 125 gr (1000 rds/case)	5	CS	\$ 414.50	\$ 2,072.50
		.45 ACP				\$ -
12	53653	SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	90	CS		\$ -
13	BC45CT1	Federal .45 cal Frangible 155 GR (1000 rds/case)	15	CS	\$ 488.50	\$ 7,327.50
14	53966	Speer Gold Dot .45acp 230 gr. (1000 rds/case)	2	CS		\$ -
		.223				\$ -
15	AE223	Federal .223 cal TMJ 55 GR (500 rds/case)	125	CS		\$ -
16	BC223NT5	Federal .223 cal Frangible (500 rds/case)	20	CS	\$ 294.00	\$ 5,880.00
17	LE223T1	Federal Tactical .223 Bonded Soft Tip (200 rds/case)	8	CS		\$ -
		.308				\$ -
18	GM308M	.308 BTHP Matchgrade (500 rds/case)	30	CS		\$ -

ITEM #	PART #	DESCRIPTION	QTY		UNIT PRICE	COST
19	LE308T1	Federal .308 Tactical (Load case of 200)	20	CS		\$ -

NOTE: All freight costs including handling and shipping fees must be included in unit prices above.

BID SUBTOTAL					\$	18,965.00
WASHINGTON STATE SALES TAX (8.7%)					\$	1,649.96
TOTAL BID					\$	20,614.96

**Agenda Sheet for City Council Meeting of:**

05/08/2017

Date Rec'd

4/25/2017

Clerk's File #

OPR 2017-0314

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

JUSTIN LUNDGREN 5096254115

Project #Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

LAPTOP, TABLETS, & ACCESSORIES VALUE BLANKET

Agenda Wording

Set up a value blanket in the amount of \$150,000.00 with Datec for Laptops, Docking Cradles, Rugged Tablets, and accessories for Patrol. The value blanket utilizes WA State Contract #05815. Value Blanket will be through March 31, 2018.

Summary (Background)

Patrol utilizes laptops every day in their patrol cars, so replacements of these laptops are needed on a 5 year rotation. In addition, many of the current laptops will be incompatible with the new CAD/RMS system and will need to be replaced. •Funds will be used to replace patrol laptops for SPD as current ones become non-functional, to purchase sub-compact mobile data computers, and to purchase docking stations for these computers to be multifunctional.

Fiscal ImpactBudget Account

Expense \$ 150,000.00

5901791159400056409

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUNDGREN, JUSTIN

Study Session

4/17/17

Division Director

LYNDS, SARAH

OtherFinance

LYNDS, SARAH

Distribution ListLegal

DALTON, PAT

spdfinance@spokanepolice.org

For the Mayor

SANDERS, THERESA

cwahl@spokanecity.org

Additional ApprovalsPurchasing

WAHL, CONNIE

**Briefing Paper
City of Spokane
Spokane Police Department
Laptop, Tablets & Accessories Value Blanket
Public Safety Committee-April 17, 2017**

Subject

To set up a value blanket in the amount of \$150,000.00 with Datec for Laptops, Docking Cradles, Rugged Tablets, and accessories for Patrol. The value blanket utilizes WA State Contract #05815. Value Blanket will be through March 31, 2018.

Background

Patrol utilizes laptops every day in their patrol cars, so replacements of these laptops are needed on a 5 year rotation. In addition, many of the current laptops will be incompatible with the new CAD/RMS system and will need to be replaced.

Impact

- Funds will be used to replace patrol laptops for SPD as current ones become non-functional.
- Funds will be used to purchase sub-compact mobile data computers to be used by Traffic Patrol officers as well as docking stations for these computers to be multi-functional in patrol vehicles as well.
- These technology improvements will ensure SPD officers are able to complete essential job functions in the field more effectively and efficiently.

Action

Council Approval to set up a value blanket in the amount of \$150,000.

Funding

Fund 5901 SIP Loan



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
PANASONIC
FOR
COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals
& Services)

To: Panasonic System Communications
Company of North America
Two Riverfront plaza, 6th floor
Newark NJ. 07102

Contract Vendor Administrator:
Michelle Chapin
Email:
michelle.chapin@us.panasonic.com
Phone: 973.303.7787

CONTRACT NO:

MNWNC-124

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

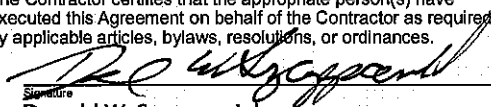
UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

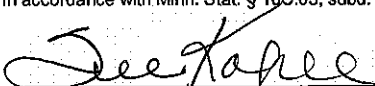
1. PANASONIC

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
Donald W. Szczepaniak
Printed Name
Title: Vice President
Date: 3/8/15
By: _____
Signature
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 
Title: Master Agreement Administrator
Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date: _____

MAR 12 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSPA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

- 1. BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 2: Laptop

Band 3: Tablet

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

- 2. EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to **solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
 - include a statement with regard to the information justifying the trade secret designation for each item; and,
 - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.
12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any

part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

- 13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
 - b. gives the Lead State something significantly different from that which the Lead State requested.
- 14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement
3. The Solicitation including all addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**
 - 7.1 **Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION. DELETED SEE SECTION 2C17**
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's

state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 24. PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.**

- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

a. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

b. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default,

right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.
3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETE**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

- 10. CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
- 11. COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
- 12. EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
- 13. FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
- 14. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 15. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 16. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of

Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. § 16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

30. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. RISK OF LOSS OR DAMAGE. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. SEVERABILITY. If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. STATE AUDITS (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. SURVIVABILITY. The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. TRADE SECRET/CONFIDENTIAL INFORMATION. Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 2: Laptop Band 3: Tablet.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICE LIST: PANASONIC SRP		POSTED ON THE WEBSITE			
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		CATEGORY	MINIMUM DISCOUNT		
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS		2M	16%		
BAND 3 TABLET		3M	12%		
CATEGORY EXCEPTION: Business Rugged Equipment		23E	9%		
CATEGORY EXCEPTION: Multimedia Display Accessories		23P1	10%		
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual		23P2	3%		
CATEGORY EXCEPTION: Arbitrator		23P3	11%		
CATEGORY EXCEPTION: Whiteboard Accessories		23P4	13%		
CATEGORY EXCEPTION: Promotions Value Items		23PP	5%		
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.					
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		TPM	11%		
CATEGORY EXCEPTION: Promotions - Value Items		TPP	5%		
4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions					
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp Additional links are provided on the dedicated WSCA-NASPO website for other products and peripherals. Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320; Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.					
5. LEASING					
Participating Addendum may identify if and how leasing agreement terms will be conducted.					
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.					
a. Quarterly promotions of additional 5-8%.					
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%) QTY: 100 = 4% over 100 = call for quote. Based on each end user customer on a per transaction basis.					
c. Discounts on Peripherals:					
Multimedia Pro Displays:	22%	Projectors Large Venue:	48%	Projectors – Installation:	48%
Projectors – Portable:	38%	Security Cameras & Accessories:	25%	Scanners – personal:	20%
Scanners-Departmental:	35%	Scanners-Workgroup:	30%	Scanners-Production:	30%
Scanners-Accessories:	30%	Whiteboards-electronic:	27%	Whiteboards-Interactive:	29%
d. Volume Discount of \$50 per unit on Peripherals named below based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.					



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a) Baseline Price List and historic versions
 - b) Approved Product and Service Schedule (PSS)
 - c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e) Link to the WCSA-NASPO EmarketCenter
 - f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h) Sales representatives for participating entities
 - i) Purchase order tracking
 - j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k) Additional Terms may not be posted on the Website without written approval of the Lead State
 - l) Link to the WCSA-NASPO EmarketCenter if a State is participating
 - m) Information on accessibility and accessible products
 - n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o) Links to environmental certification, including but not limited to take-back/recycling programs,
 - p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q) Service options, service agreements for negotiations when allowed by a participating addendum
 - r) EPEAT, Energy Star, etc.
 - s) Link to Signed Participating Addendums
 - t) Link to Signed Master Agreement
 - u) Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WCSA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WCSA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|--|
| <input type="checkbox"/> Update of Product & Service Schedule | Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| <input type="checkbox"/> Quarterly Self Audit | Check this box to verify the Quarterly Self Audit has been completed |
| <input type="checkbox"/> Third Party Product Addition | Provide warranty Guarantee |
| <input type="checkbox"/> Marketing Approval | Attach Materials for review |
| <input type="checkbox"/> Material Website Change | Describe and provide link for review |
| <input type="checkbox"/> Miscellaneous Inquiry | Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured

by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



Panasonic recommends Windows.

Panasonic supports the Minnesota Materials Management Division as the lead administration agency for the NASPO ValuePoint PC Goods contract in offering Panasonic business products on this contract.

Panasonic looks forward to providing business products, accessories, and the highest quality procurement services to the members and participating states.

This web site will assist with product and services information, product configuration and pricing, how-to-order, warranty support, and pointers to many other PANASONIC resources.

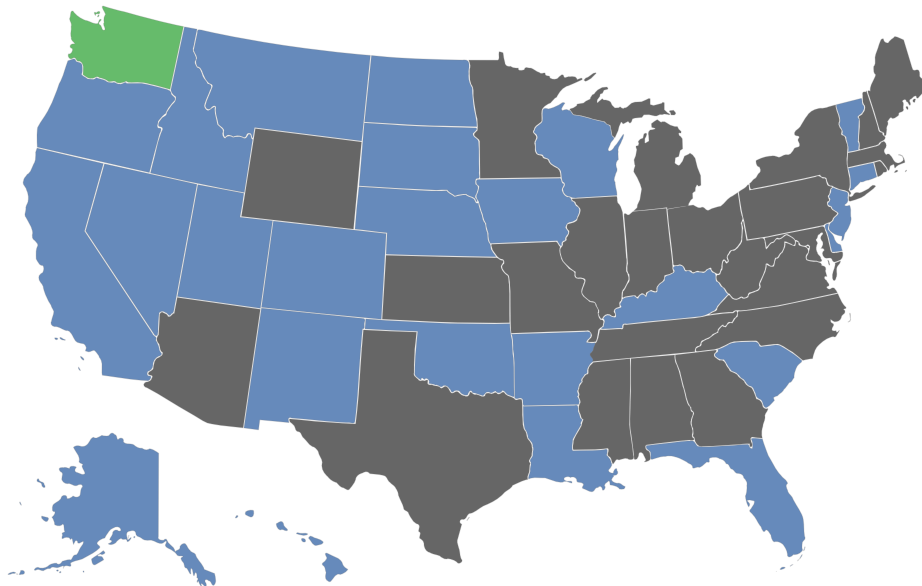
Please select a state from the map to determine if a new Purchasing Addendum has been executed by that state as a result of the NASPO ValuePoint multi-state computer equipment procurement contract. For more information concerning the NASPO PC contracts, please visit <http://www.naspovaluepoint.com/#/contract-details/52/contractor/270> (<http://www.naspovaluepoint.com/#/contract-details/52/contractor/270>).



Participating States

Alaska
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Hawaii
Idaho
Iowa
Kentucky
Louisiana
Montana
Nebraska
New Jersey
Nevada
New Mexico
North Dakota
Oklahoma
Oregon
South Carolina
South Dakota
Utah
Vermont
Washington
Wisconsin

Participating States Map



Master Agreement: MNWNC-124. Washington contract #05815-011

To obtain a quote or place an order, please consult with your choice of one of the following partners:



Participating addendum: [Washington \(ftp://ftp.panasonic.com/computer/contract/naspo_wa_0909_pa_contract.pdf\)](http://ftp.panasonic.com/computer/contract/naspo_wa_0909_pa_contract.pdf) [pdf]

Product & Services Schedule for the following Computers & Peripherals

Laptops & Accessories – Category 23E ([ftp://ftp.panasonic.com/computer/contract/naspo_category23e_laptops_accessories_contract.pdf](http://ftp.panasonic.com/computer/contract/naspo_category23e_laptops_accessories_contract.pdf))

Tablets – Category 3M ([ftp://ftp.panasonic.com/computer/contract/naspo_category3m_toughbook_tablets_pricelist_contract.pdf](http://ftp.panasonic.com/computer/contract/naspo_category3m_toughbook_tablets_pricelist_contract.pdf))

ProVideo – Category 23P2 ([ftp://ftp.panasonic.com/computer/contract/naspo_provideo_category2m_procelist_contract.pdf](http://ftp.panasonic.com/computer/contract/naspo_provideo_category2m_procelist_contract.pdf))

Peripherals – Displays ([ftp://ftp.panasonic.com/computer/contract/naspo_display_units_service_contract.pdf](http://ftp.panasonic.com/computer/contract/naspo_display_units_service_contract.pdf))

Display Accessories – Category 23P1 ([ftp://ftp.panasonic.com/computer/contract/naspo_category23p1_display_accessories_contrsact.pdf](http://ftp.panasonic.com/computer/contract/naspo_category23p1_display_accessories_contrsact.pdf))

Peripherals – Security ([ftp://ftp.panasonic.com/computer/contract/naspo_security_peripherals_category_pricelist_contract.pdf](http://ftp.panasonic.com/computer/contract/naspo_security_peripherals_category_pricelist_contract.pdf))

[Peripherals – Projectors \(ftp://ftp.panasonic.com/computer/contract/naspo_projector_peripheral_category_pricelist_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_projector_peripheral_category_pricelist_contract.pdf)

[Peripherals – Scanners \(ftp://ftp.panasonic.com/computer/contract/naspo_scanner_pricelist_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_scanner_pricelist_contract.pdf)

[Peripherals – Whiteboards \(ftp://ftp.panasonic.com/computer/contract/naspo_whiteboard_accessories_pricelist_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_whiteboard_accessories_pricelist_contract.pdf)

[Whiteboard Accessories – Category 23P4 \(ftp://ftp.panasonic.com/computer/contract/naspo_whiteboards_peripherals_pricelist_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_whiteboards_peripherals_pricelist_contract.pdf)

Place an Order

All orders can be placed through your choice of Reseller partner. All quotes and orders are fulfilled through your choice of an authorized Reseller. If you have any questions or clarifications regarding the resellers or the Panasonic NASPO ValuePoint contract—please contact us NASPO@us.panasonic.com (<mailto:NASPO@us.panasonic.com>)

View Product Information

FULLY RUGGED LAPTOPS

Rugged - 16% off MSRP



Toughbook 31

LAPTOPS & ACCESSORIES

Laptops - 9% to 13% off MSRP

Arbitrator - 11% off MSRP

Accessories - 11% off MSRP

Services - 0%



Toughbook C2



Toughbook 53



Toughbook 54



Arbitrator 360° HD



Arbitrator BWC

Pricing

Panasonic Toughbook NASPO (National Association of Contracting Professionals) ValuePoint PC Goods contract:

The following Toughbook categories are being offered on the NASPO ValuePoint contract through the customer's choice of resellers noted for this contract and by each state:

Rugged: 16% off MSRP

Semi-rugged: 13% off MSRP

Business-rugged: 9% off MSRP

Accessories: 11% off MSRP

Services: 0%

Rugged Slate pad: 12% off MSRP

Third Party products offered:

- Havis Mounting Equipment
- Gamber Johnson Mounting Equipment

11% off of SRP

Service Options

Panasonic offers a wide array of service and support options that can be customized to a customer's needs ► (<http://www.business.panasonic.com/services-professional-services.html>)

About Toughbook

View videos of Toughbook computers undergoing extreme testing ►► (http://panasonic.net/avc/toughbook/why_toughbook/proof_of_toughness/index.html)

Panasonic Toughbook Configurator

Experience the entire Panasonic Toughbook product line, view the various options and specifications, and find the exact model number you need when ordering your new Toughbook.

[Configure a model](http://www.business.panasonic.com/order-toughbook-computers.html)  (<http://www.business.panasonic.com/order-toughbook-computers.html>)

Toughbook Support

Software updates and drivers
 BIOS and ECs
 Product manuals
 FAQs
 Technical Support Live Chat
 Your registered products

Visit Toughbook Support  (<http://www.business.panasonic.com/support-computertablets>)

Panasonic Contact:

Amy Lee
 201.325.1181
naspo@us.panasonic.com (<mailto:naspo@us.panasonic.com>)

[Panasonic Master NASPO Valuepoint agreement](ftp://ftp.panasonic.com/computer/contract/wsca-naspo_master_agreement_contract.pdf) (ftp://ftp.panasonic.com/computer/contract/wsca-naspo_master_agreement_contract.pdf)

[Amendment No. 1 to Contract No. MNWNC-124](ftp://ftp.panasonic.com/computer/contract/Naspo_2017_extension_contract.pdf) (ftp://ftp.panasonic.com/computer/contract/Naspo_2017_extension_contract.pdf)

TABLETS

Toughpads - 12% off MSRP
Accessories - 11% off MSRP
Services - 0% off MSRP



Toughbook 20



Toughbook 19



Toughpad FZ-G1



Toughpad FZ-M1



Toughpad 4K



Toughpad FZ-B2



Toughpad FZ-E1



Toughpad FZ-X1

PROVIDEO

Multimedia – Pro Audio/Visual – 3% off of SRP



Camcorders



Camera Systems



Digital Media



Mixers & Switchers



Production Monitors



Recorders/Players & Workflow Tools



Accessories

PERIPHERALS – DISPLAYS

Multimedia ProDisplays - 22% off of SRP

Multimedia Display Accessories - 10% off of SRP.



LCD



LED



Plasma



3D

SECURITY

Security Cameras - 25% off of SRP

Security Accessories - 25% off of SRP



Network Security Cameras



Analog Security Cameras



Recorders



Encoders & Decoders



Management & Control Systems



Surveillance Monitors



Security Camera Accessories

VIDEOINSIGHT

Video Insight



Servers

PROJECTORS

Large Venue - 48% off of SRP

Installation Projectors - 48% off of SRP

Portable Projectors - 38% off of SRP

Projector Accessories - 0% off of SRP.



Large Venue



Installation



Portable



Short-Throw

SCANNER

Scanners - 20% off of SRP

Scanner Accessories - 30% off of SRP

Scanner Services - 0% off of SRP

**Workgroup****Personal Workgroup****Departmental****Low Volume Production****High Volume Production**

WHITEBOARDS

Whiteboards - up to 30% off of SRP

**Interactive Panaboard****Plain Paper Panaboard****Whiteboard Accessories**

Eco-conscious

Panasonic Toughbook computers meet environmental guidelines set forth by both the public and private sector. Learn about Panasonic's environmental compliance.



All products are EPEAT Silver certified



All products are Energy Star qualified



All products are RoHs compliant



All products are compliant with ISO standards



Laptop Recycling, Re-use & Remarketing [⌕ \(http://www.business.panasonic.com/services-laptop-recycle-reuse-remarketing.html\)](http://www.business.panasonic.com/services-laptop-recycle-reuse-remarketing.html)



Conflict Materials Policy [⌕ \(http://info.panasonic.com/rs/panasonic/images/panasonic-conflict-materials-policy.pdf\)](http://info.panasonic.com/rs/panasonic/images/panasonic-conflict-materials-policy.pdf)

Section 508 Standards

Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. Electronic and information technology procured by Federal agencies must meet Section 508's requirements for accessibility.

Toughbook® mobile computers have long been designed and manufactured with access-friendly features, such as touchscreens and the ability to be mounted on wheelchairs. In addition, Panasonic works closely with Microsoft to ensure that Toughbook computers can take full advantage of the accessibility features built into Windows®. Panasonic continually endeavors to make all its products more accessible to, and usable by, individuals with disabilities. In fact,

Panasonic worked with ITIC (Information Technology Industry Council) in developing the Section 508 "Buy Accessible" template, and also actively participates in the GSA (General Services Administration) sponsored Accessibility Forum. [Read More](ftp://ftp.panasonic.com/computer/certification/panasonic_508_statement_certification.pdf) ftp://ftp.panasonic.com/computer/certification/panasonic_508_statement_certification.pdf

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-124

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America Two Riverfront Plaza, 6th Floor, Newark, NJ 07102 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-124, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:


1. That Contract No. MNWNC-124 is extended through March 31, 2018, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. PANASONIC SYSTEM COMMUNICATIONS COMPANY, DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
Masaharu Nakayama
Printed Name

Title: President

Date: 03/08/17

By: _____
Signature

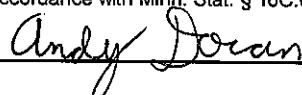
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Acquisition Management Specialist

Date: 3/10/17

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: 

Date: 3/15/2017

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☒ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Panasonic System Communications Company, Division of
Panasonic Corporation Of North America

Date 03/08/16

Authorized Signature: _____

Telephone number: 201-348-7000

Printed Name: Masaharu Nakayama

Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION, LLC
MN 2014-2019 Computer Equipment
(Desktops, Laptops, Tablets, Servers, Storage including Related
Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-124
Panasonic System Communications Company of North America, Division of Panasonic
Corporation of North America
(hereinafter "Contractor")
And
State of Washington, Department of Enterprise Services
(hereinafter "Participating State")
Participating State Contract #05815-011

Page 1 of 25

This Addendum adds the State of Washington as a Participating State authorized to purchase from the NASPO ValuePoint Master Agreement number MNWNC-124 with Panasonic.

1. Scope: This addendum covers the NASPO Computer Equipment Contract categories identified below, led by the State of Minnesota for use by state agencies and other entities authorized by Washington State's statutes and located in the Participating State to utilize state contracts with the prior approval of the state's chief procurement official. Language contained here supersedes and is in addition to the language of the Master Pricing Agreement

a. Panasonic Computer Equipment: Category Awards:

Scope of Service

1. Band 2: Laptop. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point devices such as a touchpad and speakers into a single unit. A laptop can be used away from the outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebook and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band.

2. Band 3: Tablet. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed.

3. Examples of peripherals/accessories/options: Include but are not limited to: monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band

b. Products and Services NOT allowed or provided by this Participating Addendum:

- **Ruggedized Devices, Printers, Multifunction Printers, Cell Phones**

- **Lease Agreements, Managed Print, Cloud Service**

c. Use of Purchase Card is allowable at time of order placement.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by all state agencies, political subdivisions and other entities (including cooperatives) located within the state of Washington authorized by state statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- Individual Customer: Each state agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities as the Lead State has in the Master Agreement. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

Political and non-profit entities within the State of Washington may use this contract without further process provided they have completed, filed and accepted in the Washington State's Master Contract Agreement (MCUA) process. Use by others then those stated above is not a valid use. Use of the contract in conflict with its language is not binding on any party and does not satisfy requirements.

A list of all members is available at:

<http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx>

THIS AGREEMENT IS NOT FOR PERSONAL USE.

3. Effective Date: This PA's initial term will begin upon final executed signatures and shall be coterminous with the Lead State's (Minnesota) Master Agreement and any extensions of the Master Agreement.

4. Participating State Modifications or Additions to Master Agreement:

Contractor and DES agree to the following modifications and additions to the Master Agreement for Computer Equipment and apply only to actions and relationships within the Participating Entity.

Department of Enterprise Services (DES) State Master Contract Standard Terms and Conditions.

The following standard terms and conditions are added to the Participating Addendum for the State of Washington. This section consists of general provisions and terms for contracts issued by the Washington State Department of Enterprise Services (DES), acting under the authority of RCW 39.26 which regulates the manner in which state agencies may acquire services.

4.1 Contract Modifications or Additional Terms and Conditions to the Master Agreement:

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the contractor, as long as such modification is substantially within the scope of the original contract. Such modification(s) shall be memorialized in a signed, written document, (Amendment) describing the agreed upon change, including any terms and conditions required to support such change. Changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

4.2 Restrictions: In accordance with the Master Pricing Agreement the Participating Addendum identifies the following restrictions of product;

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service shall be unlimited.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors shall only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor is restricted to purchases of computer hardware manufactured by Contractor.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment shall not be allowed.
3. Cellular Phone Equipment shall not be allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

4.3 Contract Administration

• **State Contract Administrator**

DES will appoint a single point of contact that shall be the Contract Administrator for this contract and shall provide contract oversight. The Contract Administrator shall be the principal contact for the contractor for business activities under this contract. DES shall notify the contractor in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of Term Contract**

DES may maintain contract information and pricing and make it available on DES's website. The contract prices are the maximum price contractor can charge. The contractor may offer volume discounts to purchasers.

4.4 Contractor Supervision and Coordination

Contractor shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.
- c. Immediately notify the Contract Administrator in writing of any change of designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach of contract and may be grounds for contract termination.

4.5 Term Contract Management

Upon award of a term contract, the contractor shall:

- a. Promote and market the use of this contract to all authorized contract purchasers.
- b. Ensure that those who endeavor to utilize this contract are authorized purchasers under this contract.
- c. At no additional charge, assist purchasers in making the most cost effective, value based purchases which may include, but is not limited to:
 - Having representatives available to provide information regarding products and services, including visiting the purchaser site if needed, and providing purchaser with materials/supplies/equipment recommendations.
 - Providing purchasers with a detail list of contract items including current contract pricing and part numbers.

The contractor shall designate a customer service representative who will be responsible for addressing purchaser issues including but not limited to:

- Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians and processing warranty claim documentation.
- Providing purchasers with regular and timely status updates in the event of a delay in repair or order fulfillment.

- Acting as the lead and liaison between the manufacturer and purchaser in resolving warranty claims for contract items purchased.

4.6 Changes

Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually agreed contract amendment by DES.

Changes to point of contact information may be updated without the issuance of mutually agreed contract amendment.

4.7 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

4.8 Management Fee

Contractor will pay a management fee of 2 percent to DES on all state contract sales/purchase prices for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee must be rolled into the contractor's current pricing; the fee must not be shown as a separate line item on an invoice unless specifically requested and approved by DES.

How to determine the fee: Total sales (not including sales tax) x .0200 = management fee.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing.

For purposes of the management fee, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

Taxability (if applicable): In 2013, the Washington Department of Revenue ruled that if the underlying transaction requires sales tax, the DES management fee portion of the transaction is also subject to a sales tax.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fees owed to other entities such as the NASPO ValuePoint or government entities other than the state of Washington.

DES will invoice the contractor every quarter based on sales reported by contractor. Contractors are not to remit payment until they receive an invoice from DES.

Management fee payment must reference the contract number, work request number (if

applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check.

Remit management fee to:

Washington State Department of Enterprise Services
Finance Office
PO Box 41460
Olympia, WA 98504-1460

NOTE: DO NOT send payment to the DES Contract Administrator and do not pay prior to receiving the invoice.

4.9 Contract Sales/Usage Report

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

Each sales report must identify every authorized purchaser by name as it is known to DES and its total combined sales amount **invoiced** during the reporting period (i.e., sales of an **entire agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination.

USAGE REPORT DUE DATE: Reports must be submitted electronically within 30 days after the end of the calendar quarter:

For sales invoiced during ...	Due date
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

The report may be corrected or modified by DES with subsequent written notice to the contractor.

Upon request, contractor shall provide contact information for all purchasers during the term of this contract. Refer sales reporting questions to the Contract Administrator.

4.10 Other Required Term Contract Reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

4.11 Common Vendor Registration and Bid Notification System

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solutions (WEBS) at www.ga.wa.gov/webs. Contractors already registered need not re-register. It is the sole responsibility of contractors to properly register and maintain an accurate vendor profile.

4.12 Payment

a. Advance payment prohibited:

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

b. Payment:

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

c. Invoicing and discounts

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

4.13 Taxes, fees and licenses

a. Taxes

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

b. Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or

- Other factors identified in WAC 458-20.

c. Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

e. Overpayments to contractor

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

f. Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

V4.14 Insurance

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that

insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million

Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

c. Business Auto Policy (BAP)

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. Additional insurance provisions

All above insurance policies shall include, but not be limited to, the following provisions:

o **Additional insured:**

State of Washington and all authorized purchasers shall be named as an additional insured on all general liability insurance policies. All policies shall be primary over any other valid and collectable insurance.

o **Notice of policy cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

o **Cancellation for non-payment of premium:**

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee 10 calendar days prior to cancellation. Written notice shall include the affected contract reference number.

o **Identification:**

Certificates of insurance shall include the affected contract reference number.

e. Insurance carrier rating

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier

that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.16 RCW and Chapter 284-15 WAC .

f. Excess coverage

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

g. Limit adjustments

The state reserves the right to increase or decrease limits as appropriate

4.15 Antitrust

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the contractor hereby assigns to the State of Washington any and all of the contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

4.16 Disputes and remedies

a. Problem resolution and disputes

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through

the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by purchaser for materials, supplies, services and/or equipment being provided by contractor, contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided purchaser pays contractor the amount purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount contractor, in good faith, believes is due and payable.

b. Administrative suspension

When it is in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the contractor's Representative. contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the contractor's Representative with written notice of such demand.

c. Force majeure

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights reserved: DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against the state.

d. Alternative dispute resolution fees and costs

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

e. Non-exclusive remedies

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

4.17 Liquidated damages

a. Liquidated damages - General

DES and or the purchasers and the contractor agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as appropriate.

Any delay by contractor in meeting the Delivery Date of standard configuration items, Installation Date that is pre-negotiated with the Contractor, Reseller and customer, maintenance or repair date that is pre-negotiated with the Contractor, Reseller and customer, or other applicable date set forth in this contract will interfere

with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform and/or purchaser and contractor agrees that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be assessed as appropriate based upon the purchasers inability to perform their function and the parties agree that contractor shall pay such amounts as liquidated damages or acceptable compensation based on the amount of the purchase and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

b. Limitation of liability

The parties agree that neither contractor, DES nor purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract.

This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

The contractor, DES and purchaser are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a government body other than DES or the purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the contractor, DES or the purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

c. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the

request of DES or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

d. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.18 Debarment and suspension

Respondent certifies, by submitting this bid or proposal, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this procurement/contract by any government agency. Respondent also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any. If respondent cannot certify this statement, attach a written explanation to the bid response for review.

4.19 Contract termination

a. Material breach

A contractor may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for contractor or any of the contractor's property and such appointment endangers the contractor's proper performance hereunder;

- A determination that the contractor is in violation of federal, state, or local laws or regulations and that such determination renders the contractor unable to perform any aspect of the contract.

b. Opportunity to cure

In the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice. The contractor may have a period of time in which to cure. DES is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of DES. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against contractor under the contract or by law.

If the breach remains after contractor has been provided the opportunity to cure, DES may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;
- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar contractor from receiving future solicitations or other opportunities;
- Require contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

c. Termination for cause

In the event DES, in its sole discretion, determines that the contractor has failed to comply with the conditions of this contract in a timely manner or is in material breach, DES has the right to suspend or terminate this contract, in part or in whole. DES shall notify the contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by DES, or if such corrective action is deemed by DES to be insufficient, the contract may be terminated. DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the contractor or a decision by DES to terminate the contract.

In the event of termination, DES shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all

administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the contractor was not in material breach; or (2) failure to perform was outside of contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

d. Termination for convenience

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the contractor. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the contractor for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

e. Termination for withdrawal of authority

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar day's written notice, or other appropriate time period, to contractor.

f. Termination for non-allocation of funds

If funds are not allocated to purchaser(s) to continue this contract in any future period, DES may terminate this contract with seven calendar days written notice, or other appropriate time period, to contractor, or work with contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or purchaser agree to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

g. Termination for conflict of interest

DES may terminate this contract by written notice to contractor if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract

is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against contractor as it could pursue in the event that the contractor breaches this contract.

h. Termination by mutual agreement

DES and the contractor may terminate this contract in whole or in part, at any time, by mutual agreement.

i. Termination procedure

In addition to the procedures set forth below, if DES terminates this contract, contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the contractor to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to the contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by the contractor and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the contractor such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;

- Assign to the purchaser, in the manner, at the times, and to the extent directed by DES on behalf of the purchaser, all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which DES and/or the purchaser has or may acquire an interest.

5. Primary Contacts: The primary contact individual (or their named successor) for this Participating Addendum is as follows:

Contractor

Name	Michelle Chapin
Address	Two Riverfront Plaza, 6 th Floor, Newark, NJ 07102
Telephone	973-303-7787
Email	Michelle.chapin@us.panasonic.com

Participating Entity

Name	Momi Friedlander Contract Specialist Department of Enterprise Services
Address	1500 Jefferson Street SE, Olympia, WA 98501
Telephone	360-407-8505
Email	Momi.friedlander@des.wa.gov

6. Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Panasonic shall consider and encourage minority and women owned firms in their pool of subcontractors. However, unless required by federal statutes, regulations, grants, or contract terms no preference will be included in the evaluation of bids

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation shall apply. Contact OMWBE for information on other certified firms for potential sub-contracting arrangements. DES encourages participation by non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

6.1. Public records and exempt information

All documents submitted by said Contractor to DES during the performance of this agreement shall become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

Confidential documents: DES strongly discourages submittal of any confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

Public records requests: If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES shall not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or publicrecords@des.wa.gov.

6.2 Legal notices

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

6.3. Liens, claims and encumbrances

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

6.4 Payment

a. Advance payment prohibited:

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

b. Payment:

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

c. Invoicing and discounts

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

6.5 Taxes, Fees and Licenses

a. Taxes

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

b. Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

c. Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

e. Overpayments to Contractor

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

6.6 Information and Communications

Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

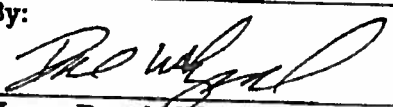
7. Subcontractors: All Panasonic dealers and resellers authorized in the State of Washington are approved to provide sales and service support to participants authorized by this Participating Addendum and shall be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

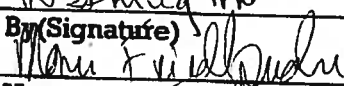
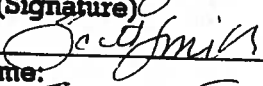
8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by the Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 05815-011 as well as the Lead

State Master Agreement Number: MNNVP-124.

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to contract performance.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By: 
Name:	Name: Donald W. Szczepaniak
Title:	Title: Vice President
Date:	Date: 9/14/15

Participating State: Washington	Participating State: Washington
By (Signature): 	By (Signature): 
Name: Mom Feighender	Name: Scott Smith
Title: Contract Specialist	Title: State IT Procurement MGR
Date: 29 Sept. 2015	Date: 9/29/15

Contract Summary

Computer Equipment



Contract#: 05815 **Replaces:** 06112 **Related Contracts:** [08313](#), [10314](#), [05214](#)

Products Available: PC's, laptops, tablets, storage, servers, and related commodities.

Description: The Washington State Department of Enterprise Services, through participation with NASPO ValuePoint, has established master contracts for the following product categories: Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals (e.g. monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers and switches)

The following awarded vendors are currently available to Washington State purchasers:

Apple Inc. • Computer Technology Link Corp. • Dell Marketing, L.P. • EMC Corporation • Fujitsu • HP Inc. • Hewlett Packard Enterprise • IBM Corporation • Lenovo, Inc. • Lenovo Global Technology Inc. • Microsoft • NetApp, Inc. • Nimble Storage, Inc. • Panasonic • PureStorage • Tegile Systems, Inc. • Toshiba America Information Systems, Inc. • Transource Service Corporation • Xiotech Corporation

Ordering Steps:

1. Navigate to the Vendor Products & Sales column on the [Contract Summary Page](#) and click on the vendor logos for vendor webpages that contain contact information, Products and Services Schedules (price lists), authorized resellers, and ordering instructions.

NOTE: Vendor webpages and ordering options vary from vendor to vendor. Typically, Purchasers can order online, by phone or by email either directly from the vendor or from its authorized resellers.

2. Reference Washington State Master Contract No. 05815 on the Purchase Order.

3. If needed, to review terms and conditions of a vendor's NASPO ValuePoint Master Agreement and/or its Participating Addendum with Washington State, navigate to the Contract Documents column on the [Contract Summary Page](#).

Current Term Start Date: 10-01-2015 **Award Date:** 03-31-2015

Est. Annual Worth: \$66,605,839

Current Term Ends On: 03-31-2020 **Final Term Ends On:** 03-31-2020

Diversity: 0% WBE 0% MBE

of Bids Received: 38

Contact Info: Master Contracts & Consulting – Scott Geist at (360) 407-9429 or scott.geist@des.wa.gov

Who can use this contract?

» [Organizations with Master Contract Usage Agreements](#)

Current Documents
Historical Documents
Resources

- » [Pricing, Ordering and Reseller Information](#)

- » [Original Solicitation Documents](#)
- » [Amendment Log](#)

- » [Contract Comments](#)
- » [Vendor and Contract Performance Feedback](#)
- » [Best Buy Form](#)

Contractors	OMWBE	Veteran	Small Business
APPLE INC. - W6141		N	N
CTL - W35403		N	N
DELL - W26764		N	N
EMC CORPORATTION - W8095		N	N
FUJITSU AMERICA, INC. - W21190		N	N
HEWLETT PACKARD - W6537		N	N
HEWLETT-PACKARD ENTERPRISE COMPANY - W53482		N	N
IBM - W38772		N	N
LENOVO CORPORATION - W23492		N	N
MICROSOFT CORPORATION - W1457		N	N
NETAPP INC - W24464		N	N
NIMBLE STORAGE, INC. - W49683		N	N
PANASONIC/SYNNEX - W47643		N	N
PURE STORAGE, INC. - W54329		N	N
TEGILE SYSTEMS, INC. - W52889		N	N
TOSHIBA AMERICA INFORMATION SYSTEMS, INC - W27401		N	N
TRANSOURCE SERVICES CORP - W12288		N	N
XIOTECH CORPORATION - W112		N	N

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



The symbol of a tree indicates that environmentally preferred or friendly products are available. These products may not be available from all vendors on this contract.

[NASPO ValuePoint](#)

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. [List of current NASPO ValuePoint contracts](#)



**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2011-0535
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JUSTIN LUNDGREN 5096254115
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	FALSE ALARM PROGRAM

Agenda Wording

The Spokane Police Department would like to request a one year extension with Public Safety Corporation Inc. for continued joint-administration of the False Alarm Program. Estimated revenue is approximately \$300,000/year.

Summary (Background)

We are currently in a sixth month contract extension with AOT/PSC expiring on June 30, 2017. The extension was necessary as SPD transitioned to a new RMS/CAD - New World database. AOT/PSC assisted with the complex alarm data transfer and well as multifaceted connectivity that was encountered with our new RMS/CAD - New World System databases. Through the transition to the new system it has become apparent that an additional one year extension is needed to allow for competitive bidding.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 300,000.00	# 068011450281003382899999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	LYNDS, SARAH
<u>Division Director</u>	LYNDS, SARAH
<u>Finance</u>	LYNDS, SARAH
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session

4/17/17

Other**Distribution List**

spdfinance@spokanepolice.org

Briefing Paper for Public Safety & Spokane City Council
City of Spokane – Spokane Police Department
False Alarm Program – Six Month Extension, Public Safety Corporation, Inc.
April 2017

Subject

The current six-month contract extension with AOT/PSC expires on June 30, 2017 for the joint SPD-AOT/PSC administration of the False Alarm Program. The Spokane Police Department would like to request a one-year extension with Public Safety Corporation, Inc. for continued joint-administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$300,000 each year.

Background

We are currently in a six-month contract extension with AOT/PSC expiring on June 30, 2017, which was approved by City Legal, Public Safety and Spokane City Council. The extension was necessary as SPD transitioned to a new RMS/CAD – New World database. AOT/PSC assisted with the complex alarm data transfer and well as multifaceted connectivity that was encountered with our new RMS/CAD – New World System databases. The one-year extension will allow department to go out for competitive bidding.

Impact

The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms. This program will continue to identify false alarm problems and hold both alarm and monitoring companies and their alarm customers accountable through annual registration, education, and the assessment of cost recovery fees to reimburse the expense of responding to false alarms. An alarm requested response is categorized through law enforcement dispatch as a high priority police response with more than one officer responding to each alarm call. Additionally, alarm calls that are categorized as a hold-up, panic or duress alarm have even more officers responding to each call. The false alarm program manages these high category alarm police responses so that they follow the Spokane Municipal Code Section 10.48.010.

Action

Approve one-year extension contract with vendor Public Safety Corporation, Inc.

Funding

This is revenue to the general fund of approximately \$20,000 to \$35,000 a month; approximately \$300,000 each year. The vendor and SPD also share FARP Program operational expenses equally.

**Agenda Sheet for City Council Meeting of:**

05/08/2017

Date Rec'd

4/25/2017

Clerk's File #

OPR 2017-0315

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

RFP#4347-17

Agenda Item Type

Contract Item

Requisition #

CR 18048

Agenda Item Name

4490 - CONTRACT FOR INSPECTION OF CONCRETE CHIMNEY AT WTE

Agenda Wording

Contract with Bednash Consulting, Inc., Roselle, IL, for mechanical inspection of the concrete chimney at the WTE. May 1 to April 30, 2018. Cost is \$17,250.00 plus a 10% administrative reserve of \$1,725 for a total of \$18,975.00 excluding taxes.

Summary (Background)

The City of Spokane's waste to energy facility (WTE) utilizes a 170' tall concrete chimney. Maintaining the chimney and all related appurtenances in good condition is necessary for the safe and efficient operation of the WTE. On March 28, 2017, the City received responses to RFP #4347-17 Structural Stack Testing. Badnash Consulting, Inc., was the only respondent. After review of the proposal, Bednash was determined to be a responsible proposer.

Fiscal Impact**Budget Account**

Expense \$ 18,975.00

4490-44100-37148-54803

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CONKLIN, CHUCK

Study Session

PWC 4/24/17

Division Director

SIMMONS, SCOTT M.

Other**Finance**

CLINE, ANGELA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

WAHL, CONNIE

mdoval@spokanecity.org

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 24, 2017

Subject

Contract with Bednash Consulting, Inc., Roselle, IL, for mechanical inspection of the concrete chimney at the WTE. May 1, 2017 to April 30, 2018. Cost is \$17,250.00 plus a 10% administrative reserve of \$1,725 for a total of \$18,975.00 excluding taxes.

Background

The City of Spokane's waste to energy facility (WTE) utilizes a 170' tall concrete chimney. Maintaining the chimney and all related appurtenances in good condition is necessary for the safe and efficient operation of the WTE. On March 28, 2017, the City received responses to RFP #4347-17 Structural Stack Testing. Badnash Consulting, Inc., was the only respondent. After review of the proposal, Bednash was determined to be a responsible proposer.

Impact

Completing an inspection of the chimney and related appurtenances will allow the City to determine the condition, and budget and schedule any required repairs or maintenance.

Action

Recommend approval.

Funding

Funding is included in the 2017 operations budget for the WTE.



City Clerk's No. _____

City of Spokane

CONSULTANT AGREEMENT

Title: **Structural Stack Testing per
RFP #4347-17**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Bednash Consulting, Inc.**, whose address is 445 Locust Lane, Roselle, Illinois 60172 as ("Consultant").

WHEREAS, the purpose of this Agreement is to hire consultant to inspection concrete chimney at the Waste to Energy Facility; and

WHEREAS, the Consultant was selected from a Request for Proposal (RFP # 4347-17).

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2017, and ends on April 30, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the following services for the City:

Inspection services for the 176' tall precast concrete chimney with three brick flues at the Waste to Energy Facility.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **EIGHTEEN THOUSAND NINE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$18,975.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount

to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Waste to Energy Facility, Administration Office, 2900 South Geiger Boulevard, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Consultant's UBI #

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:



Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Consultant's Proposal and General Scope of Work dated March 28, 2017.

U2017-140

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2017-0316
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFB#4346-17
<u>Requisition #</u>	CR 18047
<u>Agenda Item Name</u>	4490- CONTRACT FOR UNIT #2 FABRIC FILTER BAG CHANGEOUT AT WTE

Agenda Wording

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit #2 Fabric Filter Bag Change Out for the WTE. \$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88, excluding taxes if applicable.

Summary (Background)

The WTE facility utilizes fabric filter bags to remove the fine particulate from the air before discharge. These bags must be replaced as they become worn or otherwise no longer able to filter the air. On April 10, 2017, the City received responses to RFB #4346-17 for Unit #2 Fabric Filter Bag Change for the WTE. Knight Construction and Supply, Inc., of Deer Park was the only respondent. After review it was determined that Knight Construction and Supply, Inc., was a responsible bidder.

Fiscal Impact**Budget Account**

Expense \$ 82,231.88.

4490-44100-94000-56203-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CONKLIN, CHUCK

Study Session

PWC 4/24/17

Division Director

SIMMONS, SCOTT M.

Other**Finance**

CLINE, ANGELA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

WAHL, CONNIE

mdoval@spokanecity.org

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 24, 2017

Subject

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit #2 Fabric Filter Bag Change Out for the WTE. \$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88.

Background

The WTE facility utilizes fabric filter bags to remove the fine particulate from the air before discharge. These bags must be replaced as they become worn or otherwise no longer able to filter the air.

On April 10, 2017, the City received responses to RFB #4346-17 for Unit #2 Fabric Filter Bag Change for the WTE. Knight Construction and Supply, Inc., of Deer Park was the only respondent. After review it was determined that Knight Construction and Supply, Inc., was a responsible bidder.

Impact

Replacement of these bags will allow the WTE facility to remain in continuous compliance with environmental regulations.

Action

Recommend approval.

Funding

Funding is included in the repair and maintenance budget for the WTE facility for 2017.



City of Spokane

CONTRACT

Title: UNIT #2 FABRIC FILTER BAG CHANGE AT THE CITY'S WASTE TO ENERGY FACILITY (WTE)

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described in the City's Request For Bids (RFB # 4346-17) entitled PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE), and in accordance with the attached Contractor's Bid Tabulation response from the City's RFB # 4346-17.
2. **CONTRACT DOCUMENTS.** This Contract, the Contractor's quote constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224, and are incorporated into this Contract by reference as if they were set forth at length.
3. **TIME OF PERFORMANCE.** The Contract shall begin on June 1, 2017 and run through December 31, 2018.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION.** The City will pay a maximum amount not to exceed **SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY SIX AND 36/100 (\$74,756.36)**, not including taxes as applicable, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
7. **TAXES.** Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
8. **PAYMENT.** The Contractor will send its applications for payment to the Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be

made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION.

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.
- C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations applicable to the subject matter of this Contract, and are incorporated herein by reference.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of [and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

KNIGHT CONSTRUCTION AND
SUPPLY, INC.

By: _____

Title: _____

Email Address, if available: _____

Attachment that is a part of this Contract:

Payment Bond
Performance Bond

PAYMENT BOND

We, **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, as principal, and, _____ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 99/100 DOLLARS (\$88,885.99)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials to **PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE)**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors;
- B. pay all taxes and contributions, increases and penalties as authorized by law including payment of all taxes incurred on the Contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the principal under Title 82 RCW; and
- C. comply with all applicable federal, state and local laws and regulations; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

**KNIGHT CONSTRUCTION
AND SUPPLY, INC.,
AS PRINCIPAL**

By: _____

Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) .ss
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath
stated that he/she was authorized to sign the document and acknowledged it as the agent or
representative of the named surety company which is authorized to do business in the State of
Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, as principal, and, _____ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 99/100 DOLLARS (\$88,885.99)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials to **PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE)**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

**KNIGHT CONSTRUCTION
AND SUPPLY, INC.**
AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) .ss
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath
stated that he/she was authorized to sign the document and acknowledged it as the agent or
representative of the named surety company which is authorized to do business in the State of
Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2017-0247
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 18046
<u>Agenda Item Name</u>	4490 - AMENDMENT TO CONTRACT FOR QRO EXAMINATIONS FOR THE WTE		

Agenda Wording

Amendment to contract with ASME for Qualification and Certification of Resource Recovery Facility Operator (QRO) examinations for the WTE. Cost of amendment \$16,000 for a total contract cost of \$63,157.00.

Summary (Background)

On March 20, 2017, the City contracted with ASME to provide the QRO examinations for staff at the WTE. These qualifications are required by the EPA for operators of waste to energy facilities. ASME is the sole provider of this certification and examination. The initial contract with ASME allowed for certification and examination of up to 5 staff members. This amendment will allow for certification of 2 additional staff members, allowing us to have a certified staff member on all shifts.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 16,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 4/24/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The initial contract was done under the small contracting guidelines. This amendment will bring the total cost of the contract to an amount which requires City Council review and approval. This amendment will allow for certification of all staff members for which it is required, keeping the WTE in compliance with EPA mandates.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 24, 2017

Subject

Amendment to contract with ASME for Qualification and Certification of Resource Recovery Facility Operator (QRO) examinations for the WTE. Cost of amendment \$16,000 for a total contract cost of \$63,157.00.

Background

On March 20, 2017, the City contracted with ASME to provide the QRO examinations for staff at the WTE. These qualifications are required by the EPA for operators of waste to energy facilities. ASME is the sole provider of this certification and examination. The initial contract with ASME allowed for certification and examination of up to 5 staff members. This amendment will allow for certification of 2 additional staff members, allowing us to have a certified staff member on all shifts.

This amendment will bring the total cost of the contract to an amount which requires City Council review and approval.

Impact

This amendment will allow for certification of all staff members for which it is required, keeping the WTE in compliance with EPA mandates.

Action

Recommend approval.

Funding

The funding for this contract is included in the 2017 training budget for the WTE.



City of Spokane

CONTRACT AMENDMENT

Title: **QUALIFICATION AND CERTIFICATION OF
RESOURCE RECOVERY FACILITY OPERATOR (QRO)
CERTIFICATION EXAMINATION FOR THE WASTE TO
ENERGY FACILITY (WTE)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ASME**, whose address is 2 Park Avenue, 6th Floor, New York, New York, 10016-5990 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide site-specific Qualification and Certification of Resource Recovery Facility Operator (QRO) certification examination for the Waste to Energy Facility; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The parties executed the original Contract on March 2, 2017, and March 8, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on February 1, 2017.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

**Qualification and Certification of Resource Recovery Facility Operator
(QRO) Certification Examination for the Waste to Energy Facility for two
extra people.**

4. COMPENSATION.

The City shall pay an additional maximum amount not to exceed **SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. The new amount under the original Contract and this

Contract Amendment is **FIFTY THREE THOUSAND ONE HUNDRED FIFTY SEVEN AND NO/100 DOLLARS.**

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

ASME

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document

**Agenda Sheet for City Council Meeting of:**

05/08/2017

Date Rec'd	4/26/2017
Clerk's File #	PRO 2017-0014
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	2001041
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2017105
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - CONTRACT FOR POST STREET PEDESTRIAN & UTILITY BRIDGE		

Agenda Wording

Contract with Hill International, Inc. for Design Build Project Management Services for \$100,000.00 plus 10% administrative reserve for Post Street Pedestrian and Utility Bridge Replacement project.

Summary (Background)

The Post Street Bridge is in a deteriorated condition requiring significant rehabilitation, and most likely replacement. The project has been identified in the CIP for several years. The project delivery is being timed in conjunction with the Spokane Falls CSO 26 Control Facility and the reopening of Spokane Falls Boulevard.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$110,000.00	#	3200 95104 95100 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 5/8/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	ktwohig@spokanecity.org	
<u>Additional Approvals</u>		mserbousek@spokanecity.org	
<u>Purchasing</u>		kmiller@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	
		mdoval@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
May 8, 2017

Subject:

Contract with Hill International Inc. for Design Build Project Management services for the Post Street Pedestrian and Utility Bridge Project

Background:

The Post St. Bridge is in a deteriorated condition requiring significant rehabilitation, and most likely replacement. The project has been identified in the CIP for several years. The project delivery is being timed in conjunction with the Spokane Falls CSO 26 Control Facility and the reopening of Spokane Falls Blvd.

This is a very challenging project centrally located in the heart of downtown. The Centennial Trail crosses this facility, serving an immense amount of pedestrian traffic. It is also one of few downtown river crossings for vehicles, though has a load restriction currently which does not allow heavy vehicles (such as construction, buses, or emergency vehicles). Perhaps most challenging is the 54" live sewer interceptor hanging on the bridge which cannot be bypassed and must remain active during construction.

Due to the complexities of delivering the project, it makes for a perfect candidate to pursue alternative delivery, specifically Design Build. Engineering intends to submit the project for Design Build approval to the state CPARB in May with the help of Hill Intl. Hill Intl. is currently serving in a similar capacity for the Riverfront Park Pavilion project, and was selected as the best candidate to assist Engineering in this project delivery.

Impact:

Engineering Services proposes contract with Hill Intl. on a time and materials contract not to exceed \$100,000 plus a 10% administrative reserve.

Action:

For council consideration and approval.

Funding:

This project is to be delivered with both local and federal funding sources.



Hill International, Inc.
Lincoln Plaza
818 West Riverside Ave, Suite 350
Spokane, WA 99201
Tel: 509-747-8031
Fax: 509-747-8037
www.hillintl.com

April 20, 2017

Mr. Kyle Twohig
Engineering Operations
Manager
City of Spokane Engineering
808 W Spokane Falls Blvd.
Spokane, WA 99201

Subject: Post Street and Howard Street mid-channel bridge project

Ref: Progressive Design Build Project Management services

Dear Mr. Twohig:

Hill International Inc., (Hill) is excited about the opportunity to provide Progressive Design Build Project Management services for the Engineering Department bridge project. Our current understanding of the project is that the Post Street Bridge will be replaced and the scope of the Howard Street mid-channel bridge is unknown at this point in time. We also understand that you are planning on seeking funding assistance from WSDOT and planning on submitting the PRC application on May 1.

Due to the fast-moving nature of this project, the current project unknowns and the evolving scope we are proposing "ballpark" fee estimates for DB Team Procurement, Validation Phase and the Post-Validation Phase services. We are submitting our proposal with the understanding that these estimated fees are subject to change due to reasons mentioned above. Our intent is to start working on this project as soon as we receive approval and to work as efficiently as possible.

Hill's efforts are billed time and material, not to exceed, with an explanation of our effort provided in our monthly invoices. Our anticipated scope of services is attached in Attachment A as well as our 2017 hourly rates. Below is our estimated fee amount:

Procurement Phase	\$40,000
Validation Phase	\$10,000
Post- Validation Phase	<u>\$50,000</u>
Hill Estimate Fee total	\$100,000

If you have any questions please contact me at (425) 999-0953 or contact Matt Walker at (509) 747-8031. We look forward to working with you and the rest of your outstanding team on this project.

Very truly yours,
Hill International, Inc.



Gregory C. Heinz
Vice President

Cc M Walker, Hill
 J Lefotu, Hill
 T Rasmussen, Hill



**CITY OF SPOKANE
ENGINEERING SERVICES
Professional Services Agreement**

ATTACHMENT A – SCOPE OF SERVICES

The purpose of this document is to define the services to be provided for the Post Street & Howard Street mid-channel progressive design build bridge project based upon our current understanding of the project.

STANDARD SERVICES TO BE PROVIDED

Principal-in-Charge:

- ☐ Overview the Hill team to assure that the needs of the City and the project are being met.

PROCUREMENT PHASE

Design-Build Advisor:

- ☐ Manage the DB Team procurement process.
 - Prepare the Washington State Capital Project Advisory Review Board Project Review Committee (PRC) design build (DB) application with assistance from City.
 - Assist with soliciting input from local industry leaders regarding project delivery method and schedule
 - Respond to PRC questions prior to PRC presentation; prepare PRC presentation PowerPoint; assist with presenting project application request at PRC meeting.
 - Prepare DB Request for Qualification (RFQ) document and manage RFQ/SOQ process with assistance from City.
 - Issue RFQ addenda as required
 - Advise Selection Committee regarding SOQ evaluation process
 - Provide high level review of SOQs and assist with shortlist recommendation
 - Provide SOQ scoring summary and individual DB Team review comments/issue at appropriate time frames
 - Prepare DB Request for Proposal (RFP) and manage RFP/Proposal process with assistance from City.
 - Assemble Owner generated Owner's Program information (performance requirements, existing reports, etc.) and include in RFP document.
 - Attend Proprietary/interview presentation Meetings

- Issue RFP addenda as required
 - Advise Selection Committee regarding Management Proposal evaluation process
 - Provide high-level review of Management Proposals and assist with highest scoring finalist recommendation
 - Provide Management Proposal scoring summary and individual DB Team review comments/issue at appropriate time frames
- Issue Notice to Proceed to DB Team.

Bridge Advisor:

- ☐ Review/comment on PRC application and attend PRC presentation.

VALIDATION PHASE

Design-Build Advisor:

- ☐ Provide limited oversight of the Validation phase of the project.
 - Attend portion of regularly scheduled biweekly design meetings to review DB contract compliance.
 - Provide high level review and comment on validation deliverables; coordinate with owner review comments.
 - Prepare GMP Amendment for City and DB Team signature.

Bridge Advisor:

- ☐ Review/comment on DB team validation submittal.
- ☐ Provide project related expertise on an as-needed basis as budget allows.

POST – VALIDATION PHASE

Design-Build Advisor:

- ☐ Provide limited administrative support during design and construction phases of the project.
 - Attend portion of regularly scheduled design & construction meetings monthly to review DB contract compliance.
 - Prepare City Change Orders for City's signature as required.

Bridge Advisor:

- ☐ Review/comment on DB team 60%, 90%, 100% design deliverables.
- ☐ Provide project related expertise on an as-needed basis as budget allows.
- ☐ Review design-builder estimates and participate in telephone estimate reconciliation sessions at validation and GMP development phases. Advise the City on appropriateness of same.

Scheduler:

- ☐ Review the Contractor(s) baseline and monthly update schedules and provide written comments related to same to the project team.

Billing Rates 2017

Name	Role	Rate
Matt Walker	Design Build Advisor	\$133
John Lefotu	Bridge Advisor	\$140
Lorraine Mead	Scheduler	\$119
Teri Rasmussen	Project Admin	\$81

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/14/2017
<u>Clerk's File #</u>	ORD C35494
<u>Renews #</u>	

<u>Submitting Dept</u>	PARKS & RECREATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ANGEL SPELL 363-5495	<u>Project #</u>	
<u>Contact E-Mail</u>	ASPELL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1400 - NEIGHBORHOOD TREE PROGRAM		

Agenda Wording

Approve the SBO to appropriate \$50,000 to the Urban Forestry Program to fund the Neighborhood Tree Program.

Summary (Background)

The program provides free trees to Spokane residents for planting on private property. It is the successor of the Residential Tree Program as part of the Forest Spokane Initiative in 2015 and 2016. The tree giveaway contributes to enrichment of the urban tree canopy which prevents stormwater runoff from reaching the Spokane River. The Park Board approved recommendation to City Council at the 4/13 board meeting. Public Works and Utilities are contributing \$50,000 in support of the program in 2017

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 50,000.00	#	1400-54961-75280-54212-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>Study Session</u>	
<u>Division Director</u>	EADIE, LEROY	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	aspell@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pclarke@spokanecity.org	
<u>Additional Approvals</u>		mbuening@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO C35494

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999-99999 Unappropriated Reserves	<u>\$ 50,000</u>
-------	--	------------------

To:	1400-54961-75280-54212 Grounds Maintenance	<u>\$50,000</u>
-----	--	-----------------

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the Neighborhood Tree Program not anticipated during the 2017 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR PARK BOARD MEETING OF: April 13, 2017



Submitting Division
Parks & Recreation

Contact Person
Angel Spell

Phone No.
363-5495

Department: ☒ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☒ Other

Beginning date: 04/24/2017 Expiration date: 12/31/2017 Open ended ☐

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

SBO to appropriate \$50,000 to the Urban Forestry Program to fund the Neighborhood Tree Program.

BACKGROUND:

(Attach additional sheet if necessary)

SBO is appropriating \$50,000 to fund the Neighborhood Tree Program. This program is funded by a \$50,000 transfer from Utilities, so has no impact upon the fund balance of the Park and Recreation Fund.

RECOMMENDATION:

Approve the SBO as presented.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Requester - Angel Spell Dept. Manager _____ Director of Parks & Rec – Leroy Eadie

Parks Accounting – Megan Qureshi Legal Dept. – Hunt Whaley

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: Angel Spell

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

April 13, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ Existing vendor

☐ New vendor – If so, please include vendor packet ☐

Supporting documents:

☐ Quotes/Solicitation (RFP, RFQ, RFB)

☐ W-9 (for new contractors/consultants/vendors) ACH Forms

☐ Contractor is on the City's A&E Roster City of Spokane

☐ (for new contractors/consultants/vendors) Insurance

☐ Spokane Business registration expiration date: _____

☐ Certificate (minimum \$1.5 million in General Liability)

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/19/2017
<u>Clerk's File #</u>	ORD C35495
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	CARLY CORTRIGHT 625-6263
<u>Contact E-Mail</u>	CCORTRIGHT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5700 MY SPOKANE 311 SPECIAL BUDGET ORDINANCE

Agenda Wording

This special budget ordinance would convert two project employee positions to two Customer Service Assistants (SPN 099).

Summary (Background)

In the 2017 budget, two project employee positions were created to help launch 311. Since the beginning of the year, 311 has launched and added additional services not originally accounted for in budgeting. As such, it is anticipated the work these two positions are completing will not be decreasing. Therefore, this SBO would convert these positions into regular FTEs to continue to support 311 customers.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 65, 315	# various accounts (see ordinance)
Revenue \$ 65, 315	# various accounts (see ordinance)
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CORTRIGHT, CARLY	<u>Study Session</u>	CHE 5-1-17
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	ccortright@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO C35495

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the My Spokane Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the My Spokane Fund, and the budget annexed thereto with reference to the My Spokane Fund, the following changes be made:

FROM:	5700-53801	My Spokane	
	57200-08500	Project Employee	\$ 57,050
	5700-53801	My Spokane	
	99999-34919	Inter-fund Other Gen Revenue	\$ 8,265
			<u>\$65,315</u>
TO:	5700-53801	My Spokane	
	57200-00990	Customer Service Assistant (from 3 to 5 positions)	42,000
	57200-52210	Retirement	3,255
	57200-52310	Medical	16,660
	57200-52320	Dental	1,470
	57200-52330	Life Insurance	250
	57200-51640	Deferred Comp	1,680
			<u>\$ 65,315</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create 2 Customer Service Assistant positions for the 311 Program of My Spokane, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
CHE Committee
My Spokane 311 SBO
May 1, 2017

Subject

My Spokane – 311 SBO

Background

My Spokane – 311 went live in February, 2017. We currently handle approximately 600 calls a day for Utility Billing, Solid Waste Collection, Parking Enforcement, Police Helpline, Parks and Recreation, Code Enforcement, Streets (Snow and Potholes), and General city questions.

When we received funding for 311 in October 2016, we were authorized to hire two project employees in addition to permanent positions to ensure we did not over-hire as well as in effort to remain budget neutral. Since that time, My Spokane - 311 has started answering the Parking Enforcement hotline (which used to be a phone tree), which was not originally included in the staffing analysis, as well as the Police Helpline, which was also a cumbersome phone tree. This, too, was not included in the staffing analysis.

Since 311 has gone live, we currently answer 90% of calls within 60 seconds. Our customer survey responses show the majority of citizens are enjoying the ease of one phone number to dial, and are pleased with the service they are receiving. If we did not have these two project employees we would be unable to sustain this level of service, and customers would experience significant hold times to reach a representative.

Impact

We are requesting this SBO to convert these two project employee positions into FTEs (2 Customer Service Assistants). This will ensure My Spokane -311 is able to maintain service level delivery to our customers. It does create two new positions, but we still have commitment from the Public Works Division that following natural attrition in the future, these vacant positions will be removed from budget as part of realignment.

Action

Approve SBO

Funding

Inter-fund billing

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	RES 2017-0036
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE AREA		

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07;

Summary (Background)

City Staff has discussed the Application to Expand the Retail Water Service Area Boundary twice with the Public Works Committee (Feb. 13th and March 13th) and Council President Stuckart has agreed to sponsor moving this item forward for City Council action.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PW 2/13/17 & 3/13/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		htrautman@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Parcel Numbers 34092.9048 and 34092.9049.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every six years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owner of Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 has requested water service from the City of Spokane for purposes of serving six (6) homes on 30 acres as approved by Spokane County as a Rural Cluster Development; and

WHEREAS, each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot; and

WHEREAS, the properties are located primarily outside the Urban Growth Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary; and

WHEREAS, both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area; and

WHEREAS, the properties are located directly adjacent and downhill from the City's Southside Landfill, which was closed in 1987, is currently under monitoring for hazardous conditions, and of concern as a potential source of future contamination to any wells drilled based upon documentation submitted by the property owner demonstrating that contamination of domestic wells occurred after the Spokane County

Mica and City Northside landfills were closed and which resulted in significant expense to the County and City to provide alternative domestic water sources; and

WHEREAS, the Water Department has a water main in Hatch Road, approximately 100 feet from the property and provides water services to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available capacity to provide water service to the approved short plats; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed to supply water service to a Rural Cluster Development approved by the County; and

WHEREAS, the property owner has agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 to be in the public interest and does not set a precedent for future requests for water service;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Retail Water Service Area Map is hereby amended to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney

ANTICIPATED
DEVELOPMENT AREAS
WITHIN WATER
SERVICE AREA

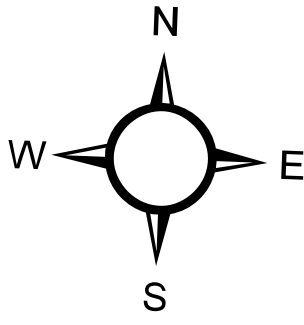
Printed by: jtaylor Print date: 3/9/2017

Legend

Transmission Main

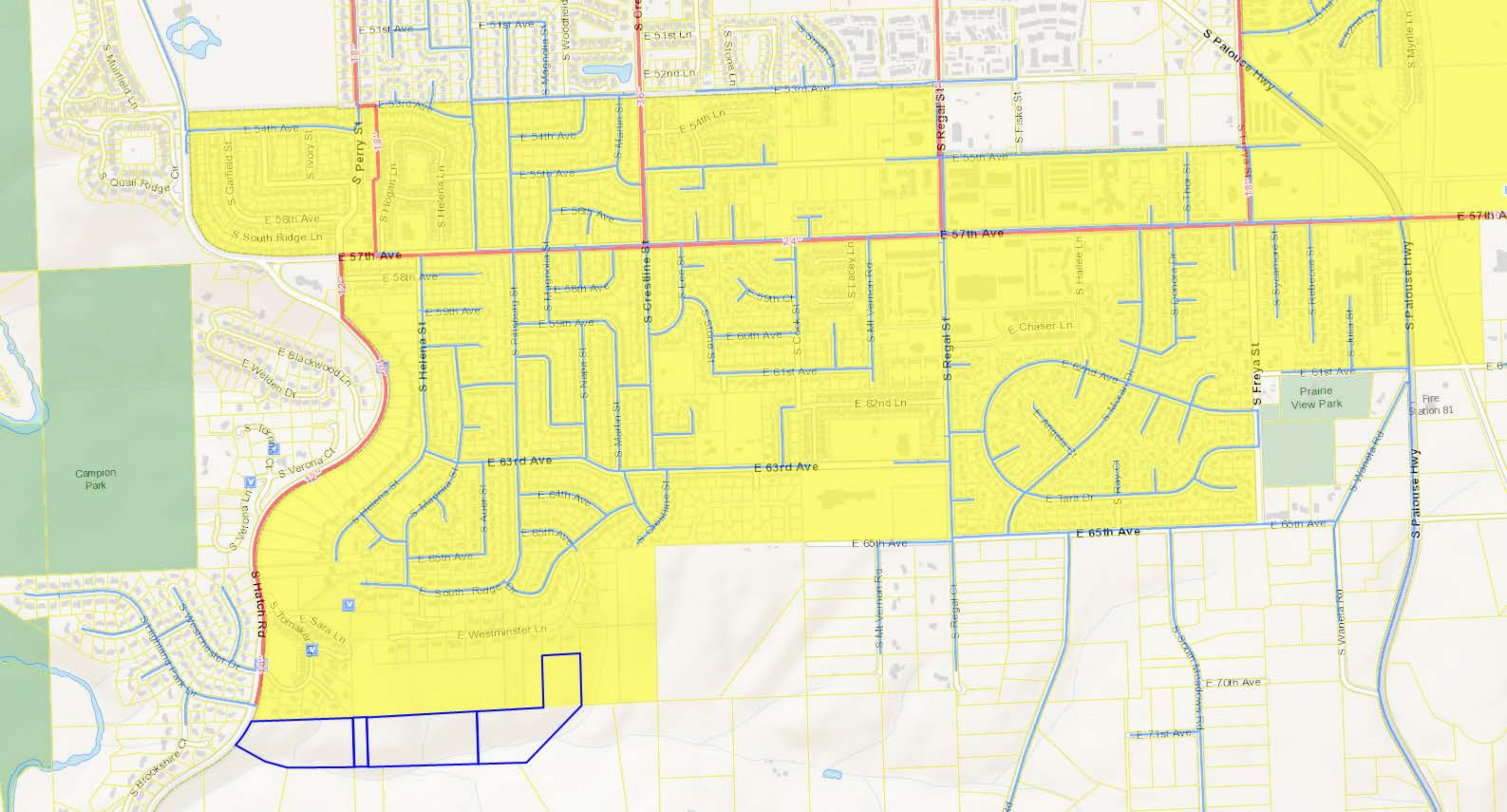
Parcels

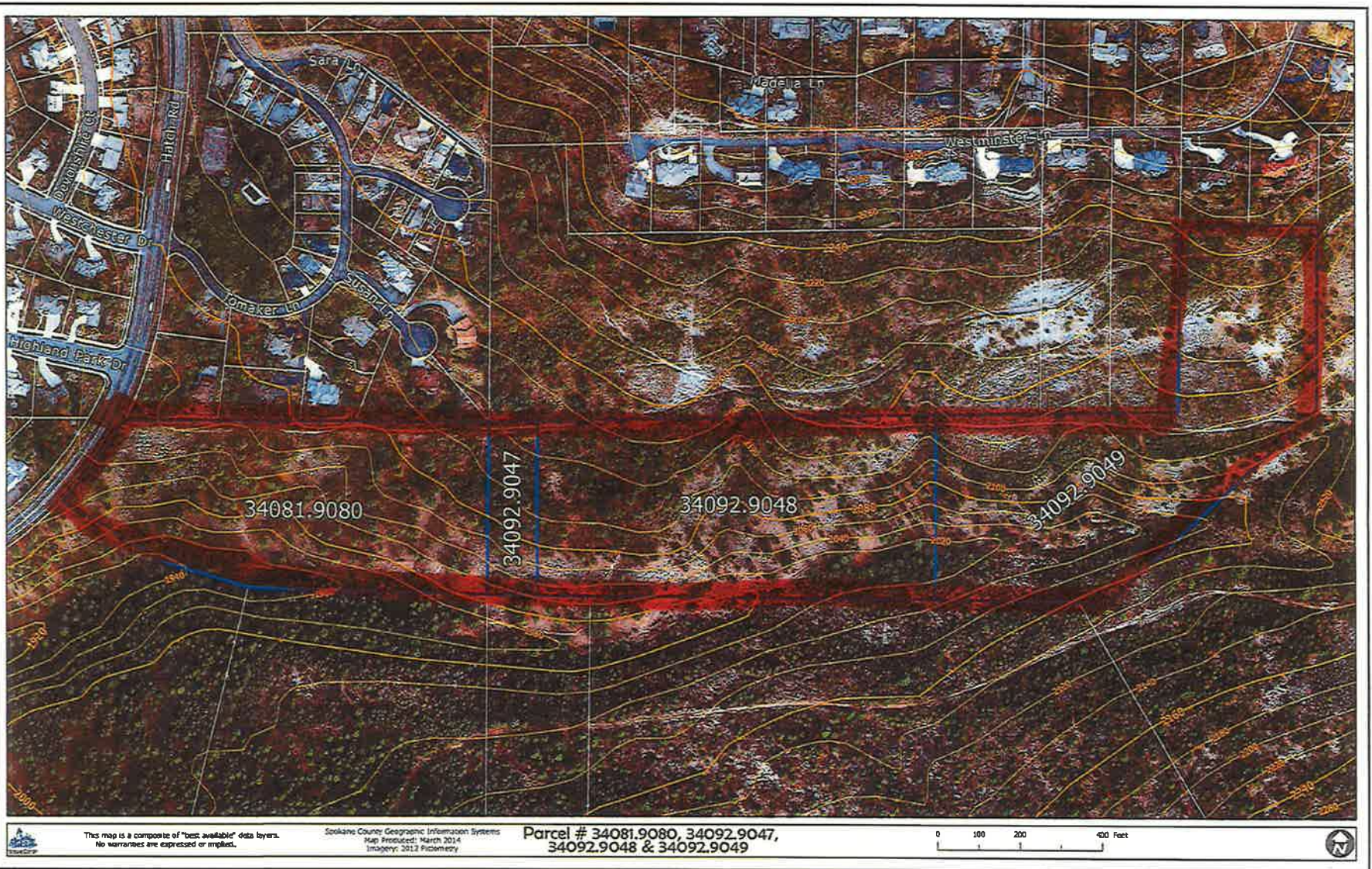
- 34081.9080
- 34092.9049
- 34092.9047
- 34092.9048
- City Limits
- UGA
- Existing/Retail Service Area
- Future Service Area
- County Streets



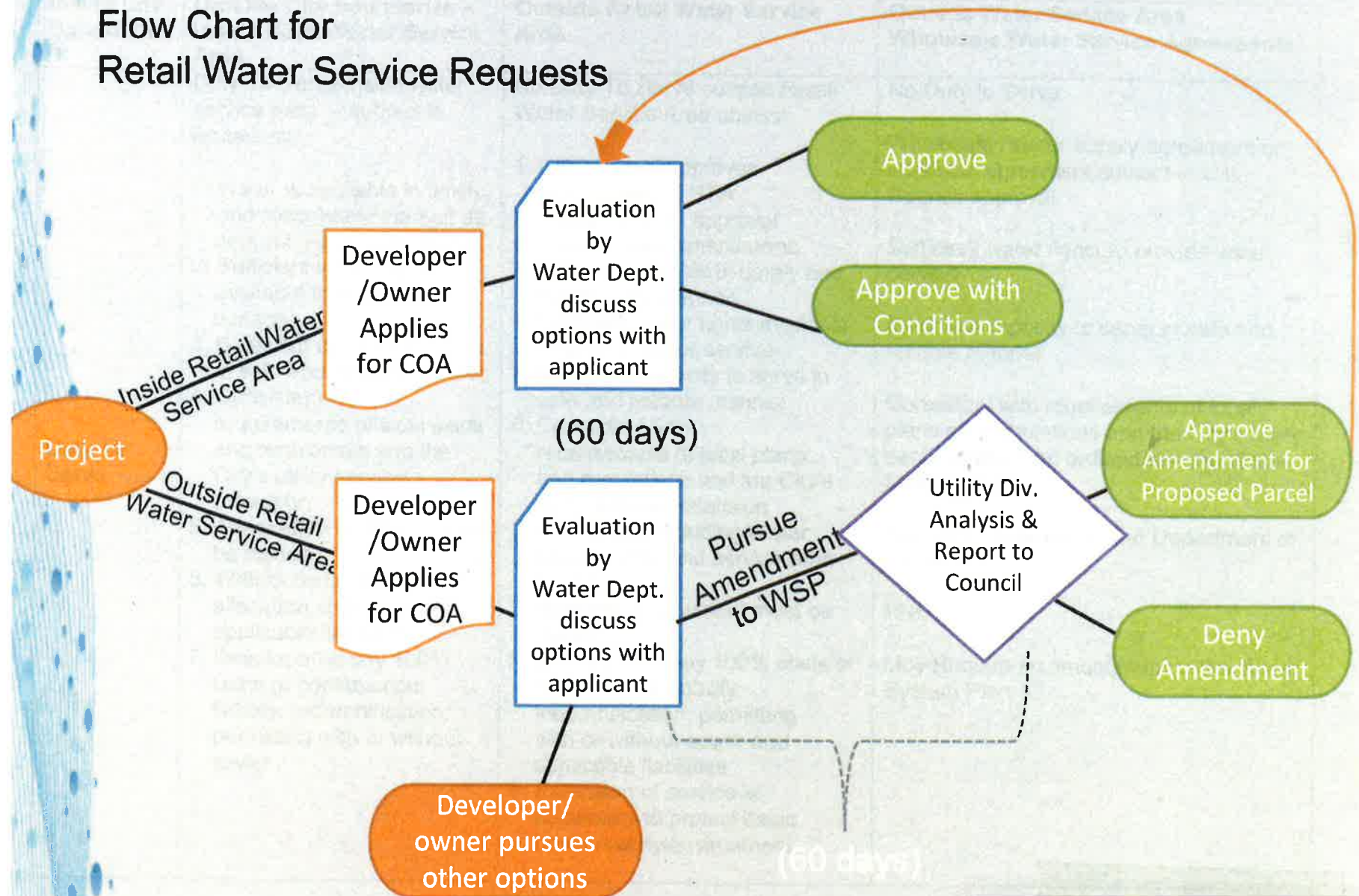
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

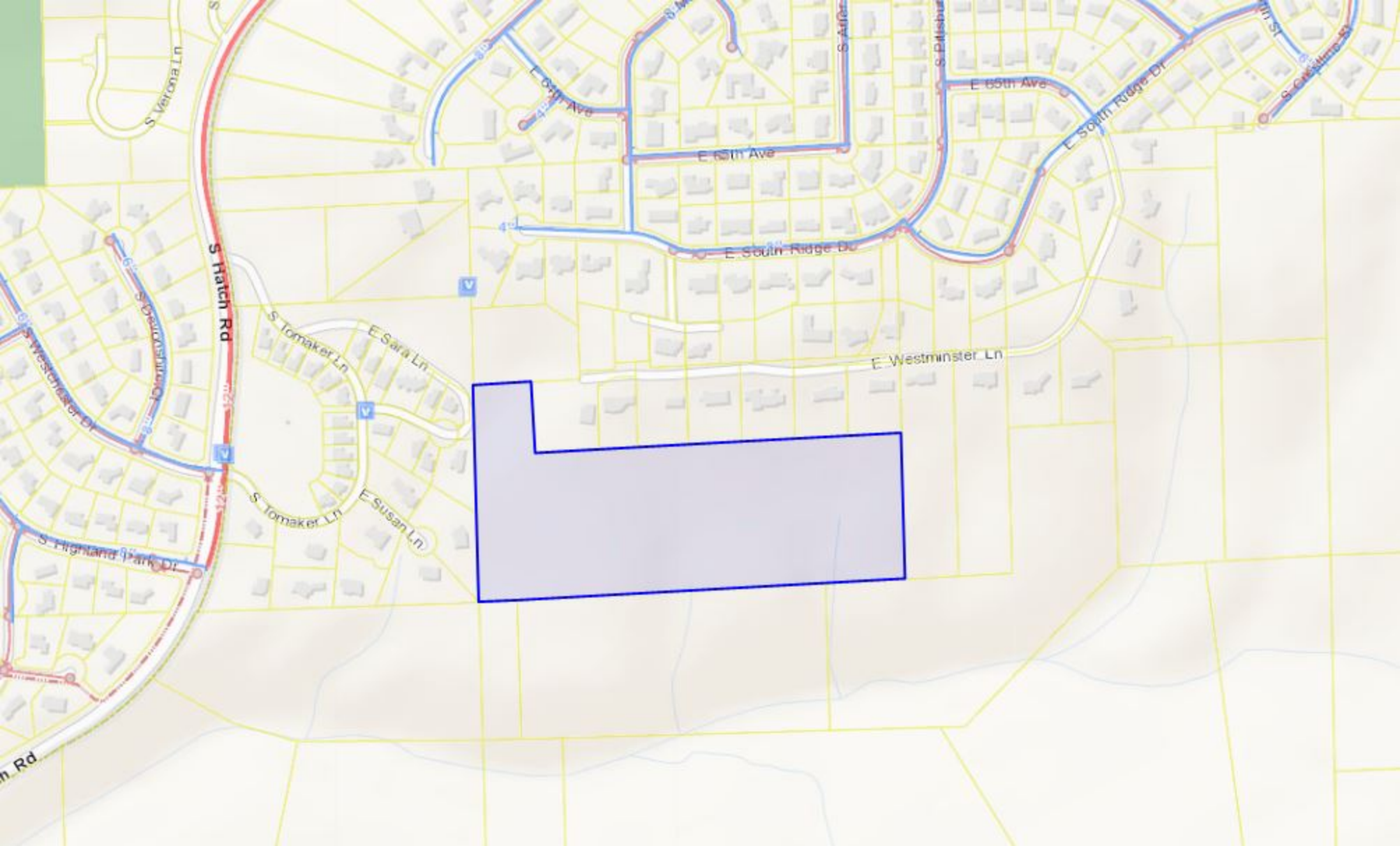






Flow Chart for Retail Water Service Requests





BRIEFING PAPER
Public Works Committee
Planning and Development Services
March 13, 2017

Subject

Applications to Expand the Retail Water Service Area to include:

- Spokane County Short Plat File No. SP-1484-08;
Parcel Numbers 34081.9080 and 34092.9047
- Spokane County Short Plat File No. SP-1455-07;
Parcel Numbers 34092.9048 and 34092.9049

Background

Suzy Dix Properties, LLC, the applicant, owns the above referenced short plats. Each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot. The properties are located primarily outside the Urban Grown Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary. Both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area. Applicant intends to develop the short plats and requests water from the City.

The City has a current water main located in Hatch Road. The City's Southside Landfill, which was closed in 1987, is adjacent to the eastern boundary of Parcel 34092.9049. Given the close proximity to the closed Landfill applicant has requested connection to the City's' water system.

The City received completed Applications to Expand the Retail Water Service Boundary for both short plats on December 23, 2016. City Policies and Procedures (Duty to Provide Water Service), Section 6.1.4, Outside Retail Water Service Area – Inside Future Water Service Areas, provide that the City will evaluate new requests within 120 days of receipt of the requests.

Impact

There is no net negative financial impact to the City Water Department. The City's water main in Hatch Road is available to provide water service to the proposed short plats. The City's water system has capacity to provide water service to the proposed plats. Applicant would be responsible for all costs associated with extension and comply with City's design and construction requirements. Applicant would pay outside City water rates for service.

Action

Staff recommends approval of the request to expand the City's RSA and processing these Applications for City Council action.

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/20/2017
<u>Clerk's File #</u>	ORD C35496
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 POLICE OMBUDSMAN RESIDENCY REQUIREMENT ORDINANCE

Submitting Dept

CITY COUNCIL

Contact Name/Phone

CANDACE MUMM 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 POLICE OMBUDSMAN RESIDENCY REQUIREMENT ORDINANCE

Agenda Wording

An ordinance relating to the Office of the Police Ombudsman; amending section 04.32.060 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the requirement that the Ombudsman live in the city of Spokane to read that the ombudsman be a resident of Spokane County or become a resident of ((the City))Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

MCDANIEL, ADAM

Division DirectorFinance

DOVAL, MATTHEW

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasingCouncil NotificationsStudy SessionOther

Public Safety

Distribution List

ORDINANCE NO. C35496

An ordinance relating to the Office of the Police Ombudsman; amending section 04.32.060 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.32.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.060 Qualifications

The minimum qualifications for the position of police ombudsman are:

- A. legal, investigative, or prosecutorial experience within the five years prior to appointment;
- B. recent or current familiarity with police procedures within the five years prior to appointment;
- C. demonstrated ability to review investigations to ensure they are thorough and unbiased;
- D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;
- E. demonstrated ability to work with confidential information;
- F. a record of community involvement;
- G. an ability to build working relationships with and communicate effectively with diverse groups; ~~((and))~~
- H. established reputation for even-handedness in dealing with both complainants and the regulated parties~~((:-))~~ and
- I. be a resident of Spokane County or become a resident of ((the City))Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

April 6, 2017

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

05/08/2017

<u>Date Rec'd</u>	4/24/2017
<u>Clerk's File #</u>	ORD C35497
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 625-6261
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - PROHIBITING DISCLOSURE OF INIMATE IMAGES

Agenda Wording

This ordinance incorporates RCW 9A.86.010 into the SMC, which allows the police department to charge a person who distributes intimate images of another person without consent, and to allow the case to prosecuted in Spokane Municipal Court.

Summary (Background)

This ordinance prohibits the public disclosure of intimate images without the consent of the subject of the image, also known as "revenge porn." This is becoming more common as ex-partners post these images with the intention to shame or embarrass the individual in the image. This alarming action is becoming a frequent tactic used in domestic violence. Hackers also traffic in intimate images as a means of extortion. Once posted online, these images live forever.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN
<u>Division Director</u>	<u>Study Session</u>
<u>Finance</u>	<u>Other</u> Public Safety, 4-17-2017
<u>Legal</u>	<u>Distribution List</u>
<u>For the Mayor</u>	mmuramatsu@spokanecity.org
<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO. C35497

An ordinance relating to disclosing intimate images; enacting a new section 10.06.044 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.044 of the Spokane Municipal Code to read as follows:

Section 10.06.044 Disclosing Intimate Images

- A. A person commits the crime of disclosing intimate images when the person knowingly discloses an intimate image of another person and the person disclosing the image:
 - 1. Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private;
 - 2. Knows or should have known that the depicted person has not consented to the disclosure; and
 - 3. Knows or reasonably should know that disclosure would cause harm to the depicted person.
- B. A person who is under the age of eighteen is not guilty of the crime of disclosing intimate images unless the person:
 - 1. Intentionally and maliciously disclosed an intimate image of another person;
 - 2. Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private; and
 - 3. Knows or should have known that the depicted person has not consented to the disclosure.
- C. This section does not apply to:
 - 1. Images involving voluntary exposure in public or commercial settings; or
 - 2. Disclosures made in the public interest including, but not limited to, the reporting of unlawful conduct, or the lawful and common practices of law enforcement, criminal reporting, legal proceedings, or medical treatment.
- D. This section does not impose liability upon the following entities solely as a result of content provided by another person:
 - 1. An interactive computer service, as defined in 47 U.S.C. 230(f)(2);
 - 2. A mobile telecommunications service provider, as defined in RCW 82.04.065; or
 - 3. A telecommunications network or broadband provider.

E. It shall be an affirmative defense to a violation of this section that the defendant is a family member of a minor and did not intend any harm or harassment in disclosing the images of the minor to other family or friends of the defendant. This affirmative defense shall not apply to matters defined under RCW 9.68A.011.

F. For purposes of this section:

1. "Disclosing" includes transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer;
2. "Intimate image" means any photograph, motion picture film, videotape, digital image, or any other recording or transmission of another person who is identifiable from the image itself or from information displayed with or otherwise connected to the image, and that was taken in a private setting, is not a matter of public concern, and depicts:
 - a. Sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation; or
 - b. A person's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or post-pubescent female nipple.

G. The crime of disclosing intimate images:

1. Is a gross misdemeanor on the first offense; or
2. Is a class C felony if the defendant has one or more prior convictions for disclosing intimate images.
3. Nothing in this section is construed to:
4. Alter or negate any rights, obligations, or immunities of an interactive service provider under 47 U.S.C. 230; or
5. Limit or preclude a plaintiff from securing or recovering any other available remedy.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

05/08/2017

Date Rec'd

4/19/2017

Clerk's File #

OPR 2017-0317

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 509-625-6261

Project #Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

PLAN COMMISSION WORK PLAN INITIATIVES

Agenda Wording

Establishing the priority of planning and development projects for 2017.

Summary (Background)

The City Council has examined the planning and development projects for 2017 and ranked all of the items by importance of quickness for completion.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

4/13/17

Finance

DOVAL, MATTHEW

Distribution ListLegal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

2017 Planning Initiatives/ Plan Commission Work Program Items

Planning & Development Projects - 2017	Mandate	Sponsor	Project Start	Plan Commission Anticipated Completion	Project Anticipated Completion	Strategic Plan Alignment	NOTES
Comprehensive Plan Update - LINK, Shaping, Chapter Update, Etc	Yes	Existing Commitment	In Progress	Spring 2017	Spring 2017		Plan Commission completion 4/12/17
Comp Plan Update - Mandated Code Amendments	Yes	Existing Commitment	In Progress	Spring 2017	Spring 2017		
6 Year Transportation Program Update	Yes	Annual Requirement	In Progress	Spring 2017	Spring 2017	Spokane Mobility Advantage	Completed by June 30th 2017
Citywide Capital Improvement Program Update	Yes	Annual Requirement	In Progress	Spring 2017	Spring 2017		
Neighborhood Planning 2016 - Chief Garry		Existing Commitment	In Progress	Spring 2017	Summer 2017		
The Yard Area Plan		Existing Commitment	In Progress	Spring 2017	Summer 2017	Smart Use of Public Lands & Resources to Grow Jobs	
Transition Zone design-requirements & buffering - reduce conflict between residential and commercial		Mumm	In Progress	Summer 2017	Fall 2017	Improving & Expanding Neighborhood Business Centers	Transition Buffer Requirements Part of Phase 1 Infill Code Revisions
Integrated Strategic Plan		Mayor & Council	In Progress	Spring 2017	Summer 2017		
Downtown Plan Update		Council	Scoping in Progress		2018	Strengthen Downtown Live Work Shop & Play	Scoping, contract 2017, Complete 2018
Impact Fee Update			In Progress		Late 2017	Spokane Mobility Advantage	Streets is lead/ PCTS to recommend
MFTE Plan Update		Council	In Progress	Fall 2017	Late 2017	City Housing Options	
Street Standards Code Update			In Progress	Summer 2017	Fall 2017	Spokane Mobility Advantage	Follow up to LINK, Streets and Capital Programs
Infill Code Revisions -Phase 1		Council	In Progress	Summer 2017	Fall 2017	Redefining Sustainability	
Code Revisions to Comp Plan & Private Code Amendment Process		Council	In Progress	Spring 2017	Summer 2017		Must be Completed by September
Design Review Process Update		Staff	In Progress	Summer 2017	Fall 2017		
Urban Farming Code Updates		Stuckart	In Progress		Fall 2017	Redefining Sustainability	Part of Code Cleanup?
Parklet Code		Kinear	InProgress			Strengthen Downtown Live Work Shop & Play	ONS is lead/ Ridpath
Legacy Neighborhood Commercial Structures-Code Amendment		Stuckart	In Progress	Summer 2017	Fall 2017	Redefining Sustainability	
Height Limits Along Spokane Falls Blvd		Stuckart	Spring 2017		2017	Strengthen Downtown Live Work Shop & Play	Plan Commission Subcommittee to review policy, code, and design standards
Maple/Ash Gateway Plan		Mayor	Spring 2017		2017	Citywide Safe & Clean	
Demolition Ordinance		Kinear	Spring 2017		2017		Council Initiative Underway

2017 Planning Initiatives/ Plan Commission Work Program Items

Planning & Development Projects - 2017	Mandate	Sponsor	Project Start	Plan Commission Anticipated Completion	Project Anticipated Completion	Strategic Plan Alignment	NOTES
Bike Standards Code Update		BAB	Summer 2017		2017	Amenities Supporting and Active Life Style	BAB Initiative - 2017
Neighborhood Planning 2017 - TBD		Existing Commitment	Summer 2017		2018		Minnehaha suggested- EWU Contract?
Neighborhood Planning 2017 - TBD		Existing Commitment	Summer 2017		2018		Audobon/Northwest?
CCL Overlay Comp Plan Amendment (policy)		Staff	Fall 2017		2018	Spokane Mobility Advantage	
Sub Area Planning (Centers and Corridors focus)		Mumm	Fall 2017		2018	Improving & Expanding Neighborhood Business Centers	Charter & Scope 2017-need budget in 2018
North Bank Redevelopment Plan		Mumm	Scoping 2017		2018	Strengthen Downtown Live Work Shop & Play	Scope in 2017- Integrate into Downtown Plan Update or as follow up Subarea Plan
Infill Code Revisions -Phase 2		Council	Fall 2017		2018	Redefining Sustainability	Begin in 2017
Code Maintenance/Cleanup 2017		Staff	Fall 2017		Late 2017		
Form-Based Code - Design standards in Hamilton area - CA4 zone		Waldref	Fall 2017		Late 2017	Improving & Expanding Neighborhood Business Centers	
2018 Comprehensive Plan Amendment Docket	Yes		Fall 2017		2018		
South University District Sub Area Planning			2018		2018	Improving & Expanding Neighborhood Business Centers	2018
Joint Planning with County- Annexation policies/joint planning areas		Mumm	2018		2018	Strategic Collaboration with Regional Partners	Scoping w/County in 2017?
Trail Planning		Kinnear	2018		2018	River/Trail Access & Connectivity	Begin with Shoreline Access Plan in 2018
Sign Code			2018		2018		Code Audit Underway 2017
Monroe Corridor Redevelopment Plan and Street Design (2.0 planning - land use)		Mumm/Stratton			2019	Improving & Expanding Neighborhood Business Centers	Landuse Deferred Until Construction Complete
Adult Oriented Business (Baristas)		Mumm				Citywide Clean & Safe	Secondary Effects?
Land Quantity Analysis Update	Yes					Strategic Collaboration with Regional Partners	Timing?
Naming - Ft George Wright, Post St. Bridge, University Bridge		Stuckart					To what?