

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **October 4, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 287 1790** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, October 4, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, October 4, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**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!**

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

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. 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.
- E. 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, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. 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, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 4, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public 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 their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|---|------------------------------------|------------------------------|
| 1. Contract Amendment with American Medical Response Service, Inc. to include the use of Basic Life Support ambulances in the interest of patient safety and continuity of service. (Council Sponsor: Council Member Kinnear)
Chief Schaeffer | Approve | OPR 2015-0314 |
| 2. Low Bid of DW Excavating, Inc. (Davenport, WA) for Cochran Basin Conveyance – TJ Meenach to Downriver Golf Course—\$2,545,022.25 (plus tax). An administrative reserve of \$254,502.23 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (Council Sponsor: Council President Beggs)
Dan Buller | Approve | OPR 2021-0644
ENG 2021067 |
| 3. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2021-0002 |
| 4. City Council Meeting Minutes: _____, 2021. | Approve
All | CPR 2021-0013 |

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)

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Public Facilities District Board: One Appointment Confirm CPR 1989-0145

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)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36098

Public Safety and Judicial Grants Fund

(1) Increase revenue by \$889,807.

(A) \$889,807 of the increased revenue is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.

(2) Increase expenditures by \$889,807.

(A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

(This action receives and appropriates funding from the state for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.) (Deferred from September 27, 2021, Agenda) (Relates to Special Considerations Items S1.a. and S1.b.) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36107

General Fund

(1) Increase appropriation in the Office of Police Ombudsman Department by \$29,200.

(A) \$29,200 of the increased appropriation is provided solely for salary and benefit increases related to the change in salary grades for the Police Ombudsman and Deputy Police Ombudsman positions.

(This action allows additional appropriation for salary and benefit increases due to the change in salary grades for the affected positions.) (Council Sponsors: Council Members Kinnear and Wilkerson)

Meghann Steinolfson

- ORD C36108** **General Capital Improvements Fund**
(1) Increase appropriations by \$39,500.
(A) Increase in appropriations to be used towards the remodel for the Gardner detective building used by the Spokane Police Department.
(B) Budget increase to come from fund balance reserves.
(C) Total estimated project cost of \$59,500.
- (This action allows additional appropriation for the remodel of the Gardner building as it no longer meets department needs.) (Council Sponsor: Council Member Kinnear)
Major McNab
- ORD C36109** **Fire/EMS Fund**
(1) Increase revenue by \$478,061.
(A) Revenue received by the department as reimbursement for costs of staffing the Northeast Tri-County Health District vaccination clinic.
(2) Increase appropriations by \$478,061.
(A) Increase in appropriations to offset costs of staffing the Northeast Tri-County Health District vaccination clinic.
(B) Costs related to overtime, backfill, and travel/lodging.
- (This action budgets for staffing a vaccination clinic for the Northeast Tri-County Health District.) (Council Sponsor: Council Member Kinnear)
Chief Schaeffer
- ORD C36110** **Fire/EMS Fund**
(1) Increase revenue by \$86,344.
(A) Revenue received by the department from insurance settlements resulting from damage claims to department vehicles.
(2) Increase appropriations by \$86,344.
(A) Increase in appropriations of the apparatus/vehicle repair and maintenance budget to offset the increased cost of repairing damaged department vehicles.
- (This action budgets for costs to repair damaged department vehicles.) (Council Sponsor: Council Member Kinnear)
Chief Schaeffer
- ORD C36111** **General Fund**
(1) Increase appropriation by \$2,100,000.
(A) \$2,100,000 of the appropriation from the City's Contingency Reserve is provided to the Engineering Services department solely for the purpose of emergency work related to the Clarke Avenue landslide.
- (This action funds necessary operation expenses related to the emergency situation created by the Clarke Avenue Landslide.) (Council Sponsor: Council President Beggs)
Kyle Twohig

EMERGENCY ORDINANCES(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36064** Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date. (Deferred from September 20, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)
Brian McClatchey

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0073** To replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters. (Deferred from August 30, 2021, Agenda) (Council Sponsor: Council President Beggs)
Shauna Harshman

NO FIRST READING ORDINANCES**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. | Purchase of: | Approve
All | |
| | a. 100 PepperBall less-lethal launching systems in compliance with police reform House Bills 1310 and 1054—\$67,931.53 (funded through legislation implementation funds), and | | OPR 2021-0612 |
| | b. 77 Ballistic shields along with carrying bags utilizing NASPO contracts 164720/03720—\$145,867 (funded through legislation implementation funds). | | OPR 2021-0613 |
| | (Deferred from September 20, 2021, Agenda) (Relates to Emergency Ordinance C36098) (Council Sponsor: Council Member Kinneary)
Major McNab | | |
| S2. | Contract with Mackay Meters, Inc. (Nova Scotia, Canada) for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support from August 1, 2021, through July 31, 2026—estimated \$664,000. (Deferred from August 30, 2021, Agenda) (Council Sponsors: Council Members Stratton and Kinneary)
Kris Becker | Approve | OPR 2021-0502
RFP 5207-19 |

NO HEARINGS

Motion to Approve Advance Agenda for October 4, 2021 (per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, October 4, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The October 4, 2021, Regular Legislative Session of the City Council is adjourned to October 11, 2021.

NOTES



Agenda Sheet for City Council Meeting of:
10/04/2021

<u>Date Rec'd</u>	9/22/2021
<u>Clerk's File #</u>	OPR 2015-0314
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 - AMR AMBULANCE SERVICES CONTRACT AMENDMENT

Agenda Wording

Contract amendment with American Medical Response Service, Inc. to include the use of Basic Life Support (BLS) ambulances in the interest of patient safety and continuity of service.

Summary (Background)

American Medical Response (AMR) agreed to provide Advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. This amendment will now include BLS to all persons needing service.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$ 0.00

Select \$

Select \$

Select \$

Budget Account

1970-35121-99999-34221-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PSHC 8/30/21

Council Sponsor CM Kinnear

Distribution List

fireaccounting@spokanecity.org

bschaeffer@spokanecity.org

mlopez@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
Title: **AMBULANCE SERVICES**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and

WHEREAS, the Fire Department desires the use of Basic Life Support (BLS) ambulances in the interest of patient safety and continuity of service; and

WHEREAS, a change or revision of the contract terms 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 Contract, dated May 1, 2015 and May 18, 2015, 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 TERM.

This Contract Amendment shall begin on August 1, 2021 and end on May 31, 2025. This contract term may be renegotiated prior to end date if mutually agreed upon by all parties.

3. AMENDMENT/ADDITIONAL WORK.

The use of BLS ambulances within the City will augment AMR's current compliment of ALS ambulances.

4. COMPENSATION.

Patients will continue to be charged in accordance with the patient transport fees permitted in the recently agreed upon four-year contract extension unless the patient charges are adjusted to reflect a BLS ambulance transport. The base rate for BLS transport is \$818.00.

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.

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.**

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

21-158



UTILIZATION OF BASIC LIFE SUPPORT AMBULANCES IN THE CITY OF SPOKANE EMERGENCY EMS SYSTEM

American Medical Response (AMR) provides ambulance transportation within the Emergency Medical Services system in the City of Spokane. The sole provider ambulance contract with AMR requires that the Company provide an Advanced Life Support (ALS) ambulance on every 9-1-1 response in the City. An ALS ambulance is considered so when the ambulance is staffed with at least one (1) Washington State certified Paramedic. A series of recently occurring events require favorable consideration of the use of Basic Life Support (BLS) ambulances within the City to augment AMR's current compliment of ALS ambulances. The Fire Department recommends that the City permit use of BLS ambulances in the interest of patient safety and continuity of service. The following information provides information that will support such a modification in the City's EMS system.

Background

The use of ALS ambulances is purposeful as the practice allows Fire Department ALS resources to transfer care of low acuity and moderate acuity patients to the transport Paramedic. When this transfer of care occurs, the Fire Department resource returns in-service and is available for another call for service (EMS or non-EMS related incident). In many cases Paramedic level care is not required during the transport (Alpha and Bravo responses primarily).

Recent system pressures are driving consideration of a change to permit use of BLS ambulances. They include:

- A significant, and sustained, increase in the number of EMS responses in the City since April. Historically, increases of around 8-10% are typical. Since April of 2021, the increase has consistently grown to nearly a 20% increase on average per month. The Fire Department is experiencing a similar growth in EMS responses and there does not appear to be an indication of this trend to reverse. The increase represents a sustained surge on the resources in the Community.
- Availability of certified Paramedics. COVID-19 is one of the key drivers of this situation both locally and at the State level. AMR continues to aggressively recruit Paramedics for the Spokane Operation. Unfortunately, despite sign-on bonuses and other incentives there are relatively few Paramedics expressing interest.
- When Paramedics from outside of Washington State do agree to work for AMR in Spokane, the process of obtaining a Washington credential is significantly longer than for Paramedics who are already certified in WA State. AMR in Spokane has had several people fall into this category. It

is conceivable that obtaining the WA State certification could take six weeks or longer due to statutorily required Federal criminal background checks.

- The recent spike in COVID-19 cases in the Spokane area is impacting AMR. Within the last week, seven AMR employees have been identified as COVID positive. And any close contacts with these seven employees (including co-workers) are under isolation and quarantine protocol. This impacts AMR's ability to fill open slots when combined with the shortage of Paramedics.
- Hospital Emergency Department (E.D.) surge resulting from the combination of higher COVID-19 cases and significantly increased numbers of people in the E.D. who are experiencing behavioral health problems creates delays in off-loading of patients in the E.D. The delays are significant and reduce the number of ambulances that are available to respond to other emergencies. Discussions with Hospital E.D. representatives verify that this is anticipated to continue for the foreseeable future.

Recruiting Emergency Medical Technicians is much easier in comparison to recruiting Paramedics. There are far more EMT's available for hire as many serve as volunteers in rural EMS systems in the area. Hiring fully certified WA State EMT's to fill open positions is more expedient and their orientation requirements are less. This allows AMR to place people on the ambulances and return capacity to the system. And, in the face of the sustained increase in number of EMS incidents, the ability to staff BLS ambulances allows AMR to increase the number of available ambulances as needed. The ability to supplement current levels of ALS ambulances with the proposed BLS ambulances will increase availability of patient transport units to assure that the Public receives timely, and efficient EMS care.

Proposal Details

A change in the configuration of the current system warrants careful consideration to assure that the modifications achieve the intent of addressing surge and lack of Paramedics. There is also an economic impact in relation to patient fees that AMR can charge in accordance with the existing sole-provider contract that was renewed for four-years in June of this year with the City Council's concurrence. The benefits and concerns of the proposed modification, system quality assurance, and a proposed rate adjustment that reflect use of BLS ambulances follows.

Concerns

Concerns with the proposed system modification include:

- The change represents a change in how the system functions from a patient transport perspective. Under the current configuration, Fire Department Paramedics can easily transfer care of patients that may require a Paramedic's skill during transport. In the new configuration, Fire Department Paramedics will need to accompany a patient with moderate acuity. In the current system model, Fire Department Paramedics already accompany patients who are experiencing a high acuity health emergency (e.g., heart attack, stroke, trauma) to the hospital and this will not change.
- There may be instances when the initial dispatch suggests a low acuity (Alpha or Bravo responses) patient where a BLS ambulance is suitable to respond. Upon arrival, it is determined that the patient is experiencing something more severe, AMR's BLS personnel will need to request a Paramedic response from the Fire Department. In those cases, EMT's will perform all patient care actions within the scope of practice of an EMT until the Fire Department Paramedic

arrives at the scene. The Fire Department Paramedic will assume the position of lead care provider in those cases.

- Patients will continue to be charged in accordance with the patient transport fees permitted in the recently agreed upon four-year contract extension unless the patient charges are adjusted to reflect a BLS ambulance transport.
- A system modification such as is being proposed requires ongoing system quality measurement to assure that there is no degradation of care or service.

Benefits

The benefits of the proposed modification focus largely on maintaining resource capacity in the face of unprecedented surge, lack of availability of Paramedics, the continuation of the COVID-19 pandemic, and delays in the E.D. due to community surge being experienced by our local hospitals. Benefits include:

- Increasing the availability of currently stressed levels of ambulances in the community.
- Addresses the ongoing difficulty of filling open Paramedic positions at AMR.
- Augments, rather than reduces, existing levels of AMR units available in the community to respond and transport patients.
- Allows AMR to meet the stringent response time requirements that exist in the current contract so that service levels are maintained. It will be difficult for AMR to meet the contract's response time criteria in the face of fewer ambulances due to the Paramedic shortage.
- Allows AMR to respond to Alpha (very low-acuity conditions) with a BLS ambulance and leaves Fire Department resources available to respond to more severe injuries and illness. Current, the Spokane Fire Department responds to Alpha level incidents resulting in more frequent availability to respond to other, more serious incidents (both EMS and non-EMS incidents like fires, hazardous materials incidents, etc.).
- Provides additional ambulances to address the ongoing E.D. surge that exists within Spokane and addressing the current delay of having ambulances available to respond to subsequent incidents.

System Quality Control

It is important to point out that this is a pilot proposal to determine if utilizing BLS ambulances is a suitable strategy that does not degrade the current system's level of service. While there are always ongoing system quality assurance activities under the current model, the proposed modification requires further concentrated process improvement strategies. The following activities will regularly occur to measure the efficacy of the proposed modification.

- Reviewing all Alpha and Bravo level dispatches where a BLS ambulance is dispatched. This is a metric that reviews the assessment of the 9-1-1 call to determine if AMR's BLS ambulance was a suitable choice.
- Measuring the number of times that AMR experienced a delay in response due to any of the previously discussed system variables. This includes capturing how many times and AMR unit was delayed in response or there was no AMR unit available to respond, in comparison to what is currently being experienced by the system.

- Clinical review of Alpha and Bravo calls where an AMR BLS ambulance was used including hospital outcomes (when available) to assure that there was no unfavorable impact on the patient.
- Monthly review with AMR leadership to review Quality Assurance findings and determine if further modifications to the proposed system are necessary to assure continuity of high-quality service to the community.

Patient Charges

Currently, AMR is permitted to charge patients for transports under a “blended” base rate that is a hybrid of an ALS base rate and a BLS base rate. The proposed change requires a modification of this charge model to reflect the entrance of BLS ambulance transports. In essence, if approved, there would be an ALS charge (determined to be the current base rate and a BLS transport base rate that is commensurate with other, comparable systems in the Region. It is recommended that the approved BLS base rate be agreed upon at \$818.00, which is an average of comparable BLS base rates as determined by a rate comparison study that was done prior to approving the current four-year contract extension. The following information is the rate comparison that was performed in April of 2021.

The table below provides information on ambulance rates for a number of Fire and Government-based transport agencies in Washington, and Idaho.

	ALS I Base	ALS II Base	BLS Base	Per Mile	O2 Fee	Treat/No Transp.-BLS	Treat/No Transport- ALS
City of Tacoma Fire	\$1,220.00	\$1,220.00	\$980.00	\$20.00	N/A	N/A	N/A
East Pierce Fire	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
Spokane- Current	\$975.00	N/A	\$975.00	\$23.45	\$58.64	N/A	N/A
Spokane Co.- 2020	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
So. Snohomish Fire & Rescue	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
Kootenai Co. ID	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
Ada Co., ID	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
Kittitas Valley Fire	\$903.00	\$990.00	\$693.00	\$18.00	N/A	N/A	N/A
Moses Lake Fire Dept.	\$1,075.00	\$1,075.00	\$980.00	\$17.00	N/A	N/A	N/A

Notes:

1. N/A is used to denote that there is no charge for this item
2. City of Tacoma FD does not distinct between ALS I and ALS II. They do not charge for ancillaries (e.g., bandaging, medications, O2, etc.)
3. Kittitas Valley Fire & Rescue has a County resident fee and a Non-Resident fee. County residents are charged a tax for EMS that augments the transport revenue. The charges in the table are for

residents of Kittitas County. Non Resident fees are: ALS I- \$1,181; ALS II - \$1,315; BLS- \$913. KVF&R also charges a non-emergent BLS fee for interfacility transports.

4. Kootenai Co. EMS and Ada Co. EMS in Idaho charge a "Treat and No Transport" Fee.
5. Ada County, Idaho charges all non-residents an additional \$119.88 in addition to the charges listed in the table above.
6. Kootenai Co. EMS charges based on resident vs. non-resident as Kootenai County is considered a legal "Ambulance District" under Idaho state law and receives a county tax subsidy through the ambulance district tax. The rates reflect non-resident charges.

The proposed \$818 base rate is lower than four of the comparable communities and higher than four others. This is an average of the BLS base rates that are charged for the comparable cities.

Conclusion

While representing a significant change in the current deployment model for ambulances in Spokane, permitting use of BLS ambulances has potential to mitigate some of the unprecedented pressures that the EMS system is experiencing. And, by restricting use of BLS ambulances to only Alpha and Bravo level calls, more severely sick and injured citizens will realize no difference in the level of service that they currently receive. The proposed system model modification also assures that ambulances are available to respond to and transport people who use the City's Emergency Medical Care system.



Agenda Sheet for City Council Meeting of:

10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	OPR 2021-0644
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021067
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR22935
Agenda Item Name	0370 – LOW BID AWARD – DW EXCAVATING, INC.		

Agenda Wording

Low Bid of DW Excavating, Inc. (Davenport, WA) for Cochran Basin Conveyance - TJ Meenach to Downriver Golf Course - \$2,545,022.25 plus tax. An administrative reserve of \$254,502.23 plus tax, which is 10% of the contract, will be set aside. (Audubon

Summary (Background)

On September 20, 2021 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$2,545,022.25, which is \$711,339.75 or 20.46% below the Engineer's Estimate; five other bids were received as follows: LaRiviere, Inc. - \$2,842,320.00, Inland Infrastructure LLC - \$3,065, 608.00, Corridor Contractors - \$3,220,863.40, Halme Construction, Inc. - \$3,388,260.00, and Northwest Grading, Inc. - \$3,761,265.94.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Budget Account

Expense	\$ 2,545,022.25	# 4250-98817-94310-56501-14395
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	TWOHIG, KYLE	Study Session\Other	PIES 6/28/21
Division Director	FEIST, MARLENE	Council Sponsor	Beggs

Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	

Additional Approvals		kgoodman@spokanecity.org	
Purchasing		jgraff@spokanecity.org	
GRANTS,	STOPHER, SALLY	dbuller@spokanecity.org	
		ddaniels@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

/Downriver Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environmental and Sustainability

Division & Department:	Public Works, Engineering
Subject:	Cochran Basin Projects
Date:	June 28, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	These projects are in the 6-Year Sewer & Street Plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts
Background/History: <ul style="list-style-type: none"> The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta Street, on the north by Francis Avenue on the east by Market Street and on the south by Montgomery Street. Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Bridge. For several years the City has been seeking and has now acquired funding necessary to correct this issue. 	
Executive Summary: <ul style="list-style-type: none"> The attached exhibit shows a series of projects to be constructed beginning later this year and extending into 2022 and likely 2023. These projects consist of the following. <ul style="list-style-type: none"> The largest treatment swale area is at the disc golf course west of downriver golf course. Following swale construction, the disc golf course will be restored and upgraded. A second treatment swale area is south of the existing parking lot at the NW end of the TJ-Meenach Bridge. That parking lot will be expanded and upgraded. To get the stormwater to the disc golf course treatment area, a pump station will be constructed at the SE corner of TJ Meenach & NW Boulevard. Water from that pump station will be piped to the proposed swales at the disc golf course via Cleveland Avenue and across Downriver golf course and also to the proposed swales at the NW end of the TJ Meenach Bridge via TJ Meenach Drive. TJ Meenach Drive will also be reconstructed. That project will include installation of a trail connecting the Audobon/Downriver and Emerson/Garfield neighborhoods to near the top of Pettet Drive (Doomsday Hill) close to the portion of the Centennial Trail currently under construction on Summit Blvd. Impacts to the project vary by project. <ul style="list-style-type: none"> The treatment swale construction at the disc golf will impact traffic minimally but will result in disc golf course closure for the duration of construction. The treatment swale construction at the NW end of the TJ Meenach Bridge will impact traffic minimally but will result in closure of that parking lot and associated river access for the duration of construction. 	

- The pump station construction will be mostly but not entirely out of TJ Meenach and is planned to largely coincide with TJ Meenach construction. If construction does extend beyond the TJ Meenach construction window, TJ Meenach will remain open to one lane each direction.
- The piping project will be split in two: one in Downriver golf course and one on Cleveland Avenue. The golf course work has been coordinated with Parks and will be primarily constructed outside the busy summer season. The work along Cleveland will result in local access road closures.
- The project with the biggest public impact will be next year's TJ Meenach reconstruction project which will require full closure of this important road. We will coordinate closely with the community college.
- These projects are largely funded with multiple state grants and loans which have various overlapping deadlines which the project timing indicated on the attached exhibit is designed to satisfy.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

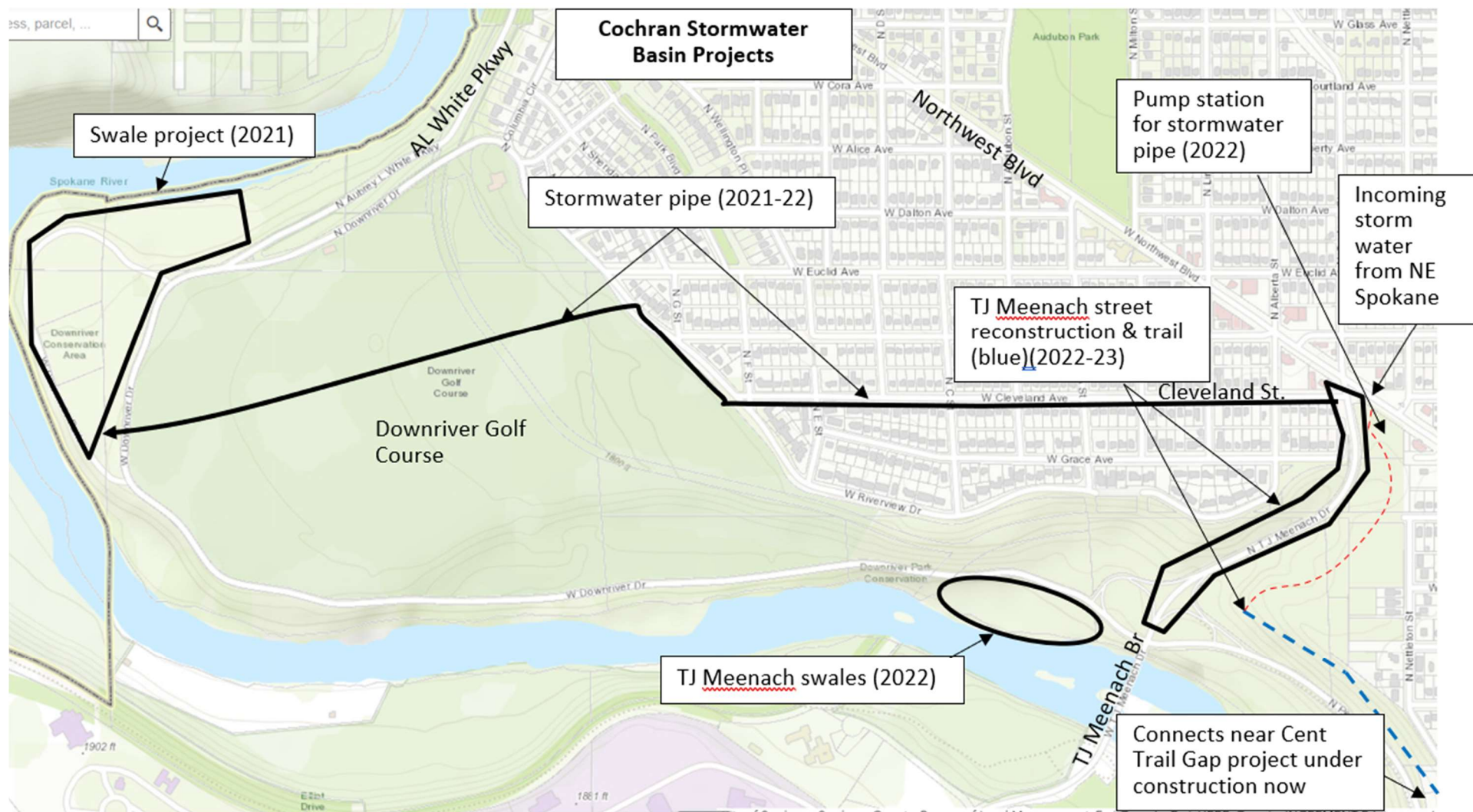
Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:





City of Spokane

PUBLIC WORKS CONTRACT

Title: **COCHRAN BASIN CONVEYANCE – TJ MEENACH TO DOWNRIVER GOLF COURSE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 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 specifications entitled **Cochran Basin Conveyance – TJ Meenach to Downriver Golf Course.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2021, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax. Bid items in Schedule A-3 will include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR 2021-0644" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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 performance bond and a payment bond on the forms attached, each 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. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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.

14. 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.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. 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).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

17. 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.

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

20. 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.

21. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. 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.
26. 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 www.dor.wa.gov or 360-705-6741 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.
27. 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.
28. 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 Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. 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.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. 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.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

DW EXCAVATING, INC.

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 Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedules A-1 and A-3

21-185

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED FORTY FIVE THOUSAND TWENTY TWO AND 25/100 DOLLARS (\$2,545,022.25)** 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 for the **Cochran Basin Conveyance – TJ Meenach to Downriver Golf Course**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; 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, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
County of _____) ss.

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 therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED FORTY FIVE THOUSAND TWENTY TWO AND 25/100 DOLLARS (\$2,545,022.25)** 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 the work and furnish all materials for the **Cochran Basin Conveyance – TJ Meenach to Downriver Golf Course**. 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 _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

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 _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract 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 lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

SCHEDULE A-1

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTI- MATED QUANTI- TIES	UNIT PRICE	TOTAL
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$ 60.00	\$ 1,500.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$ 75.00	\$ 1,875.00
86	IMPORTED BACKFILL	25.00 CY	\$ 197.00	\$ 4,925.00
87	ENCASE WATER/SEWER AT CROSSINGS	16.00 EA	\$ 2,300.00	\$ 36,800.00
88	DI PIPE FOR WATER MAIN 6 IN. DIA.	150.00 LF	\$ 71.00	\$ 10,650.00
89	DI PIPE FOR WATER MAIN 8 IN. DIA.	4,180.00 LF	\$ 63.30	\$ 264,594.00
90	DI PIPE FOR WATER MAIN 10 IN. DIA.	35.00 LF	\$ 92.60	\$ 3,241.00
91	DI PIPE FOR WATER MAIN 12 IN. DIA.	35.00 LF	\$ 131.60	\$ 4,606.00
92	GATE VALVE 6 IN.	1.00 EA	\$ 3,400.00	\$ 3,400.00
93	GATE VALVE 8 IN.	16.00 EA	\$ 3,060.00	\$ 48,960.00
94	GATE VALVE 12 IN.	1.00 EA	\$ 4,670.00	\$ 4,670.00
95	HYDRANT ASSEMBLY	6.00 EA	\$ 7,500.00	\$ 45,000.00

96	TRENCH EXC. FOR WATER SERVICE TAP	700.00 LF	\$	37.60	\$	26,320.00
97	TOPSOIL TYPE A, 2 INCH THICK	315.00 SY	\$	10.00	\$	3,150.00
98	SOD INSTALLATION	315.00 SY	\$	10.25	\$	3,228.75
99	IRRIGATION VAULT	1.00 LS	\$	35,500.00	\$	35,500.00
100	MODIFY FENCING, STATION 9+60	1.00 LS	\$	1,460.00	\$	1,460.00
Schedule A-1 Subtotal					\$	<u>499,879.75</u>

SCHEDULE A-3***Tax Classification: Sales tax shall be included in unit prices***

ITEM NO.	ITEM DESCRIPTION	ESTI- MATED QUANTI- TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 8,700.00	\$ 8,700.00
2	REIMBURSEMENT OF THIRD PARTY DAM- AGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 680.00	\$ 680.00
4	POTHOLING	15.00 EA	\$ 415.00	\$ 6,225.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 8,400.00	\$ 8,400.00
6	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 680.00	\$ 680.00
7	MOBILIZATION	1.00 LS	\$ 115,800.00	\$ 115,800.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 28,000.00	\$ 28,000.00
9	SEQUENTIAL ARROW SIGNS	120.00 HR	\$ 4.65	\$ 558.00
10	TYPE III BARRICADE	63.00 EA	\$ 87.00	\$ 5,481.00
11	CLEARING AND GRUBBING	1.00 LS	\$ 6,850.00	\$ 6,850.00
12	TREE ROOT TREATMENT	10.00 EA	\$ 872.00	\$ 8,720.00
13	TREE PROTECTION ZONE	81.00 EA	\$ 320.00	\$ 25,920.00

14	REMOVE TREE, CLASS I	1.00 EA	\$	378.00	\$	378.00
15	TREE PRUNING	76.00 EA	\$	320.00	\$	24,320.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	9,000.00	\$	9,000.00
17	REMOVE EXISTING CURB	1,410.00 LF	\$	3.80	\$	5,358.00
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	450.00 SY	\$	13.00	\$	5,850.00
19	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	9.00 EA	\$	504.00	\$	4,536.00
20	SAWCUTTING CURB	64.00 EA	\$	46.50	\$	2,976.00
21	SAWCUTTING RIGID PAVEMENT	1,220.00 LFI	\$	0.35	\$	427.00
22	SAWCUTTING FLEXIBLE PAVEMENT	7,880.00 LFI	\$	0.35	\$	2,758.00
23	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6.00 EA	\$	556.00	\$	3,336.00
24	ROADWAY EXCAVATION INCL. HAUL	3,475.00 CY	\$	25.30	\$	87,917.50
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	140.00 CY	\$	25.00	\$	3,500.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	140.00 CY	\$	25.00	\$	3,500.00
27	PREPARATION OF UNTREATED ROADWAY	15,600.00 SY	\$	1.90	\$	29,640.00
28	CONTROLLED DENSITY FILL	10.00 CY	\$	203.00	\$	2,030.00

29	CRUSHED SURFACING TOP COURSE	1,750.00 CY	\$	48.00	\$	84,000.00
30	CRUSHED SURFACING BASE COURSE	15.00 CY	\$	60.00	\$	900.00
31	CSTC FOR SIDEWALK AND DRIVEWAYS	32.00 CY	\$	203.00	\$	6,496.00
32	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	15,500.00 SY	\$	16.25	\$	251,875.00
33	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	85.00 SY	\$	71.00	\$	6,035.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	85.00 SY	\$	42.00	\$	3,570.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
36	COMPACTION PRICE ADJUSTMENT	14,000.00 EST	\$	1.00	\$	14,000.00
37	COMMERCIAL CONCRETE	10.00 CY	\$	359.00	\$	3,590.00
38	CEMENT CONCRETE CURB WALL	25.00 LF	\$	93.00	\$	2,325.00
39	STORM SEWER PIPE 8 IN. DIA.	85.00 LF	\$	62.00	\$	5,270.00
40	STORM SEWER PIPE 12 IN. DIA.	30.00 LF	\$	71.50	\$	2,145.00
41	STORM SEWER PIPE 18 IN. DIA.	375.00 LF	\$	106.00	\$	39,750.00
42	HDPE STORM SEWER PIPE 30 IN. DIA.	3,960.00 LF	\$	171.50	\$	679,140.00
43	DUCTILE IRON STORM SEWER PIPE 30 IN. DIA.	40.00 LF	\$	441.60	\$	17,664.00

44	MANHOLE - 48 IN.	2.00 EA	\$	4,314.00	\$	8,628.00
45	MANHOLE - 60 IN.	9.00 EA	\$	7,500.00	\$	67,500.00
46	MANHOLE - 48 IN. SHALLOW	1.00 EA	\$	2,700.00	\$	2,700.00
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	2.00 VF	\$	65.00	\$	130.00
48	MANHOLE ADDITIONAL HEIGHT 60 IN. DIA.	1.00 VF	\$	130.00	\$	130.00
49	CATCH BASIN TYPE 1	10.00 EA	\$	2,430.00	\$	24,300.00
50	CATCH BASIN TYPE 3	10.00 EA	\$	3,100.00	\$	31,000.00
51	CATCH BASIN TYPE 4	1.00 EA	\$	4,000.00	\$	4,000.00
52	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	6.00 EA	\$	628.00	\$	3,768.00
53	CONNECT 12 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,150.00	\$	1,150.00
54	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2.00 EA	\$	1,500.00	\$	3,000.00
55	CONNECT 12 IN. DIA. SEWER PIPE TO EX- ISTING SEWER PIPE	1.00 EA	\$	450.00	\$	450.00
56	MANHOLE TEST	10.00 EA	\$	360.00	\$	3,600.00
57	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$	85.00	\$	2,125.00
58	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$	100.00	\$	2,500.00

59	IMPORTED BACKFILL	250.00 CY	\$	24.00	\$	6,000.00
60	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,350.00	\$	1,350.00
61	RECONNECT SIDE SEWER	5.00 LF	\$	57.00	\$	285.00
62	SIDE SEWER CLEANING AND VIDEO INSPECTION	5.00 EA	\$	872.00	\$	4,360.00
63	CATCH BASIN SEWER PIPE 8 IN. DIA.	700.00 LF	\$	72.00	\$	50,400.00
64	PLUGGING EXISTING PIPE	18.00 EA	\$	261.00	\$	4,698.00
65	CLEANING EXISTING SANITARY SEWERS	5.00 EA	\$	872.00	\$	4,360.00
66	ESC LEAD	1.00 LS	\$	4,230.00	\$	4,230.00
67	INLET PROTECTION	8.00 EA	\$	159.00	\$	1,272.00
68	STREET CLEANING	24.00 HR	\$	159.00	\$	3,816.00
69	TOPSOIL TYPE A, 2 INCH THICK	330.00 SY	\$	10.00	\$	3,300.00
70	SOD INSTALLATION	330.00 SY	\$	10.25	\$	3,382.50
71	2 IN. PVC IRRIGATION SLEEVE	145.00 LF	\$	14.50	\$	2,102.50
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	4,400.00	\$	4,400.00
73	CEMENT CONCRETE CURB	535.00 LF	\$	29.00	\$	15,515.00

74	CEMENT CONCRETE CURB AND GUTTER	1,235.00 LF	\$	35.00	\$	43,225.00
75	CEMENT CONCRETE DRIVEWAY	20.00 SY	\$	70.00	\$	1,400.00
76	MODIFY FENCING, STATION 2+50	1.00 LS	\$	4,400.00	\$	4,400.00
77	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	11,600.00	\$	11,600.00
78	REFERENCE AND REESTABLISH SURVEY MONUMENT	10.00 EA	\$	600.00	\$	6,000.00
79	MONUMENT FRAME AND COVER	4.00 EA	\$	780.00	\$	3,120.00
80	CEMENT CONCRETE SIDEWALK	535.00 SY	\$	87.00	\$	46,545.00
81	RAMP DETECTABLE WARNING	200.00 SF	\$	29.00	\$	5,800.00
82	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	135,000.00	\$	135,000.00
83	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	5,300.00	\$	5,300.00
Schedule A-3 Subtotal					\$	<u>2,045,142.50</u>
Summary of Bid Items				Bid Total	\$	<u>2,545,022.25</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2021067**

Project Description Cochran Basin
 Conveyance - TJ
 Meenach to Downriver
 Golf Course

Original Date 9/21/2021 7:25:00 AM

Project Number: 2021067			Engineer's Estimate		DW EXCAVATING INC		LARIVIERE INC		INLAND INFRASTRUCTURE LLC		CORRIDOR CONTRACTORS		HALME CONSTRUCTION INC		NORTHWEST GRADING, INC	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification																
Sales tax shall be included in unit prices																
1	ADA FEATURES SURVEYING	1 LS	6,000.00	6,000.00	8,700.00	\$8,700.00	3,275.00	\$3,275.00	11,650.00	\$11,650.00	7,500.00	\$7,500.00	12,000.00	\$12,000.00	8,334.00	\$8,334.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,500.00	1,500.00	680.00	\$680.00	1,628.00	\$1,628.00	5,500.00	\$5,500.00	1,500.00	\$1,500.00	600.00	\$600.00	6,502.00	\$6,502.00
4	POTHOLING	15 EA	500.00	7,500.00	415.00	\$6,225.00	486.00	\$7,290.00	550.00	\$8,250.00	1,000.00	\$15,000.00	900.00	\$13,500.00	1,335.00	\$20,025.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	8,400.00	\$8,400.00	8,371.00	\$8,371.00	6,350.00	\$6,350.00	42,000.00	\$42,000.00	20,000.00	\$20,000.00	11,702.00	\$11,702.00
6	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	680.00	\$680.00	2,903.00	\$2,903.00	2,950.00	\$2,950.00	7,500.00	\$7,500.00	650.00	\$650.00	9,102.00	\$9,102.00
7	MOBILIZATION	1 LS	296,000.00	296,000.00	115,800.00	\$115,800.00	111,833.00	\$111,833.00	305,000.00	\$305,000.00	125,000.00	\$125,000.00	320,000.00	\$320,000.00	211,764.00	\$211,764.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	40,000.00	40,000.00	28,000.00	\$28,000.00	34,962.00	\$34,962.00	45,000.00	\$45,000.00	125,000.00	\$125,000.00	17,000.00	\$17,000.00	13,334.00	\$13,334.00
9	SEQUENTIAL ARROW SIGNS	120 HR	5.00	600.00	4.65	\$558.00	5.00	\$600.00	4.50	\$540.00	25.00	\$3,000.00	8.00	\$960.00	6.67	\$800.40
10	TYPE III BARRICADE	63 EA	50.00	3,150.00	87.00	\$5,481.00	41.00	\$2,583.00	80.00	\$5,040.00	100.00	\$6,300.00	50.00	\$3,150.00	44.45	\$2,800.35
11	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	6,850.00	\$6,850.00	14,902.00	\$14,902.00	27,500.00	\$27,500.00	35,000.00	\$35,000.00	13,000.00	\$13,000.00	68,233.90	\$68,233.90
12	TREE ROOT TREATMENT	10 EA	800.00	8,000.00	872.00	\$8,720.00	871.00	\$8,710.00	800.00	\$8,000.00	850.00	\$8,500.00	900.00	\$9,000.00	833.34	\$8,333.40
13	TREE PROTECTION ZONE	81 EA	400.00	32,400.00	320.00	\$25,920.00	319.00	\$25,839.00	300.00	\$24,300.00	400.00	\$32,400.00	350.00	\$28,350.00	305.56	\$24,750.36
14	REMOVE TREE, CLASS I	1 EA	500.00	500.00	378.00	\$378.00	377.00	\$377.00	375.00	\$375.00	750.00	\$750.00	400.00	\$400.00	361.11	\$361.11
15	TREE PRUNING	76 EA	350.00	26,600.00	320.00	\$24,320.00	324.00	\$24,624.00	310.00	\$23,560.00	303.00	\$23,028.00	350.00	\$26,600.00	109.65	\$8,333.40
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	9,000.00	\$9,000.00	12,560.00	\$12,560.00	22,750.00	\$22,750.00	52,000.00	\$52,000.00	10,000.00	\$10,000.00	8,500.00	\$8,500.00
17	REMOVE EXISTING CURB	1410 LF	10.00	14,100.00	3.80	\$5,358.00	6.50	\$9,165.00	4.00	\$5,640.00	15.00	\$21,150.00	8.00	\$11,280.00	2.25	\$3,172.50
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	450 SY	20.00	9,000.00	13.00	\$5,850.00	18.00	\$8,100.00	11.00	\$4,950.00	18.00	\$8,100.00	12.00	\$5,400.00	32.85	\$14,782.50
19	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	9 EA	700.00	6,300.00	504.00	\$4,536.00	590.00	\$5,310.00	355.00	\$3,195.00	1,500.00	\$13,500.00	500.00	\$4,500.00	2,287.90	\$20,591.10
20	SAWCUTTING CURB	64 EA	50.00	3,200.00	46.50	\$2,976.00	35.00	\$2,240.00	22.00	\$1,408.00	60.00	\$3,840.00	25.00	\$1,600.00	69.10	\$4,422.40

City Of Spokane
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21	SAWCUTTING RIGID PAVEMENT	1220 LFI	1.00	1,220.00	0.35	\$427.00	1.00	\$1,220.00	0.75	\$915.00	1.50	\$1,830.00	1.00	\$1,220.00	1.00	\$1,220.00
22	SAWCUTTING FLEXIBLE PAVEMENT	7880 LFI	0.90	7,092.00	0.35	\$2,758.00	0.35	\$2,758.00	0.25	\$1,970.00	1.00	\$7,880.00	0.50	\$3,940.00	0.50	\$3,940.00
23	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6 EA	700.00	4,200.00	556.00	\$3,336.00	635.00	\$3,810.00	355.00	\$2,130.00	1,500.00	\$9,000.00	750.00	\$4,500.00	2,379.00	\$14,274.00
24	ROADWAY EXCAVATION INCL. HAUL	3475 CY	30.00	104,250.00	25.30	\$87,917.50	22.00	\$76,450.00	26.50	\$92,087.50	45.00	\$156,375.00	30.00	\$104,250.00	27.00	\$93,825.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	140 CY	40.00	5,600.00	25.00	\$3,500.00	20.00	\$2,800.00	26.50	\$3,710.00	80.00	\$11,200.00	30.00	\$4,200.00	63.52	\$8,892.80
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	140 CY	50.00	7,000.00	25.00	\$3,500.00	23.00	\$3,220.00	20.50	\$2,870.00	30.00	\$4,200.00	40.00	\$5,600.00	29.60	\$4,144.00
27	PREPARATION OF UNTREATED ROADWAY	15600 SY	3.00	46,800.00	1.90	\$29,640.00	2.00	\$31,200.00	2.25	\$35,100.00	3.00	\$46,800.00	2.00	\$31,200.00	3.30	\$51,480.00
28	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	203.00	\$2,030.00	255.00	\$2,550.00	172.00	\$1,720.00	175.00	\$1,750.00	250.00	\$2,500.00	23.95	\$239.50
29	CRUSHED SURFACING TOP COURSE	1750 CY	60.00	105,000.00	48.00	\$84,000.00	43.00	\$75,250.00	60.00	\$105,000.00	52.00	\$91,000.00	72.00	\$126,000.00	36.40	\$63,700.00
30	CRUSHED SURFACING BASE COURSE	15 CY	50.00	750.00	60.00	\$900.00	66.00	\$990.00	60.00	\$900.00	138.00	\$2,070.00	85.00	\$1,275.00	173.75	\$2,606.25
31	CSTC FOR SIDEWALK AND DRIVEWAYS	32 CY	175.00	5,600.00	203.00	\$6,496.00	152.00	\$4,864.00	210.00	\$6,720.00	185.00	\$5,920.00	860.00	\$27,520.00	83.43	\$2,669.76
32	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	15500 SY	18.00	279,000.00	16.25	\$251,875.00	16.00	\$248,000.00	15.50	\$240,250.00	15.75	\$244,125.00	18.00	\$279,000.00	18.46	\$286,130.00
33	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	85 SY	35.00	2,975.00	71.00	\$6,035.00	71.00	\$6,035.00	65.00	\$5,525.00	71.00	\$6,035.00	80.00	\$6,800.00	70.75	\$6,013.75
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	85 SY	50.00	4,250.00	42.00	\$3,570.00	17.00	\$1,445.00	26.50	\$2,252.50	95.00	\$8,075.00	26.00	\$2,210.00	11.89	\$1,010.65
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
36	COMPACTION PRICE ADJUSTMENT	14000 EST	1.00	14,000.00	1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00	1.00	\$14,000.00
37	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	359.00	\$3,590.00	317.00	\$3,170.00	185.00	\$1,850.00	185.00	\$1,850.00	600.00	\$6,000.00	336.97	\$3,369.70
38	CEMENT CONCRETE CURB WALL	25 LF	80.00	2,000.00	93.00	\$2,325.00	57.00	\$1,425.00	100.00	\$2,500.00	100.00	\$2,500.00	100.00	\$2,500.00	114.83	\$2,870.75
39	STORM SEWER PIPE 8 IN. DIA.	85 LF	60.00	5,100.00	62.00	\$5,270.00	85.00	\$7,225.00	43.50	\$3,697.50	90.00	\$7,650.00	90.00	\$7,650.00	82.95	\$7,050.75
40	STORM SEWER PIPE 12 IN. DIA.	30 LF	80.00	2,400.00	71.50	\$2,145.00	143.00	\$4,290.00	53.00	\$1,590.00	175.00	\$5,250.00	100.00	\$3,000.00	98.36	\$2,950.80
41	STORM SEWER PIPE 18 IN. DIA.	375 LF	150.00	56,250.00	106.00	\$39,750.00	133.00	\$49,875.00	94.00	\$35,250.00	104.00	\$39,000.00	160.00	\$60,000.00	116.86	\$43,822.50
42	HDPE STORM SEWER PIPE 30 IN. DIA.	3960 LF	250.00	990,000.00	171.50	\$679,140.00	218.00	\$863,280.00	226.00	\$894,960.00	202.74	\$802,850.40	270.00	\$1,069,200.00	259.55	\$1,027,818.00
43	DUCTILE IRON STORM SEWER PIPE 30 IN. DIA.	40 LF	325.00	13,000.00	441.60	\$17,664.00	581.00	\$23,240.00	368.00	\$14,720.00	610.00	\$24,400.00	700.00	\$28,000.00	789.48	\$31,579.20

City Of Spokane
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44	MANHOLE - 48 IN.	2 EA	4,800.00	9,600.00	4,314.00	\$8,628.00	4,113.00	\$8,226.00	4,700.00	\$9,400.00	4,000.00	\$8,000.00	5,000.00	\$10,000.00	4,731.13	\$9,462.26
45	MANHOLE - 60 IN.	9 EA	9,000.00	81,000.00	7,500.00	\$67,500.00	5,682.00	\$51,138.00	6,100.00	\$54,900.00	5,300.00	\$47,700.00	8,000.00	\$72,000.00	6,806.68	\$61,260.12
46	MANHOLE - 48 IN. SHALLOW	1 EA	4,000.00	4,000.00	2,700.00	\$2,700.00	2,914.00	\$2,914.00	3,650.00	\$3,650.00	1,900.00	\$1,900.00	4,000.00	\$4,000.00	4,221.13	\$4,221.13
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	2 VF	300.00	600.00	65.00	\$130.00	264.00	\$528.00	275.00	\$550.00	950.00	\$1,900.00	800.00	\$1,600.00	957.51	\$1,915.02
48	MANHOLE ADDITIONAL HEIGHT 60 IN. DIA.	1 VF	300.00	300.00	130.00	\$130.00	264.00	\$264.00	275.00	\$275.00	2,500.00	\$2,500.00	1,000.00	\$1,000.00	985.29	\$985.29
49	CATCH BASIN TYPE 1	10 EA	2,600.00	26,000.00	2,430.00	\$24,300.00	4,073.00	\$40,730.00	2,975.00	\$29,750.00	3,800.00	\$38,000.00	3,400.00	\$34,000.00	3,914.46	\$39,144.60
50	CATCH BASIN TYPE 3	10 EA	3,000.00	30,000.00	3,100.00	\$31,000.00	4,186.00	\$41,860.00	3,075.00	\$30,750.00	4,000.00	\$40,000.00	3,500.00	\$35,000.00	4,186.68	\$41,866.80
51	CATCH BASIN TYPE 4	1 EA	4,500.00	4,500.00	4,000.00	\$4,000.00	4,773.00	\$4,773.00	3,700.00	\$3,700.00	5,000.00	\$5,000.00	6,000.00	\$6,000.00	4,461.13	\$4,461.13
52	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	6 EA	1,000.00	6,000.00	628.00	\$3,768.00	877.00	\$5,262.00	305.00	\$1,830.00	500.00	\$3,000.00	650.00	\$3,900.00	2,314.04	\$13,884.24
53	CONNECT 12 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,000.00	1,000.00	1,150.00	\$1,150.00	1,068.00	\$1,068.00	485.00	\$485.00	2,500.00	\$2,500.00	840.00	\$840.00	2,977.21	\$2,977.21
54	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	1,000.00	2,000.00	1,500.00	\$3,000.00	1,439.00	\$2,878.00	815.00	\$1,630.00	2,500.00	\$5,000.00	900.00	\$1,800.00	3,259.48	\$6,518.96
55	CONNECT 12 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	450.00	\$450.00	1,440.00	\$1,440.00	530.00	\$530.00	2,500.00	\$2,500.00	1,500.00	\$1,500.00	1,528.21	\$1,528.21
56	MANHOLE TEST	10 EA	800.00	8,000.00	360.00	\$3,600.00	150.00	\$1,500.00	200.00	\$2,000.00	500.00	\$5,000.00	700.00	\$7,000.00	1,091.60	\$10,916.00
57	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	35.00	875.00	85.00	\$2,125.00	33.00	\$825.00	26.50	\$662.50	85.00	\$2,125.00	70.00	\$1,750.00	65.54	\$1,638.50
58	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	45.00	1,125.00	100.00	\$2,500.00	31.00	\$775.00	20.50	\$512.50	30.00	\$750.00	90.00	\$2,250.00	37.53	\$938.25
59	IMPORTED BACKFILL	250 CY	40.00	10,000.00	24.00	\$6,000.00	27.00	\$6,750.00	20.50	\$5,125.00	32.00	\$8,000.00	35.00	\$8,750.00	37.10	\$9,275.00
60	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	1,350.00	\$1,350.00	1,847.00	\$1,847.00	46,500.00	\$46,500.00	55,000.00	\$55,000.00	30,000.00	\$30,000.00	9,036.15	\$9,036.15
61	RECONNECT SIDE SEWER	5 LF	1,500.00	7,500.00	57.00	\$285.00	760.00	\$3,800.00	200.00	\$1,000.00	800.00	\$4,000.00	275.00	\$1,375.00	1,019.95	\$5,099.75
62	SIDE SEWER CLEANING AND VIDEO INSPECTION	5 EA	800.00	4,000.00	872.00	\$4,360.00	319.00	\$1,595.00	450.00	\$2,250.00	1,000.00	\$5,000.00	550.00	\$2,750.00	900.00	\$4,500.00
63	CATCH BASIN SEWER PIPE 8 IN. DIA.	700 LF	70.00	49,000.00	72.00	\$50,400.00	79.00	\$55,300.00	61.00	\$42,700.00	68.00	\$47,600.00	70.00	\$49,000.00	113.00	\$79,100.00
64	PLUGGING EXISTING PIPE	18 EA	500.00	9,000.00	261.00	\$4,698.00	343.00	\$6,174.00	275.00	\$4,950.00	650.00	\$11,700.00	100.00	\$1,800.00	2,404.00	\$43,272.00
65	CLEANING EXISTING SANITARY SEWERS	5 EA	700.00	3,500.00	872.00	\$4,360.00	319.00	\$1,595.00	350.00	\$1,750.00	1,200.00	\$6,000.00	250.00	\$1,250.00	600.00	\$3,000.00
66	ESC LEAD	1 LS	2,500.00	2,500.00	4,230.00	\$4,230.00	5,929.00	\$5,929.00	500.00	\$500.00	10,000.00	\$10,000.00	600.00	\$600.00	14,627.71	\$14,627.71
67	INLET PROTECTION	8 EA	100.00	800.00	159.00	\$1,272.00	141.00	\$1,128.00	75.00	\$600.00	110.00	\$880.00	100.00	\$800.00	199.26	\$1,594.08
68	STREET CLEANING	24 HR	350.00	8,400.00	159.00	\$3,816.00	319.00	\$7,656.00	210.00	\$5,040.00	200.00	\$4,800.00	280.00	\$6,720.00	175.00	\$4,200.00
69	TOPSOIL TYPE A, 2 INCH THICK	330 SY	15.00	4,950.00	10.00	\$3,300.00	12.00	\$3,960.00	5.50	\$1,815.00	10.00	\$3,300.00	6.00	\$1,980.00	6.40	\$2,112.00
70	SOD INSTALLATION	330 SY	18.00	5,940.00	10.25	\$3,382.50	24.00	\$7,920.00	22.50	\$7,425.00	25.00	\$8,250.00	25.00	\$8,250.00	20.00	\$6,600.00

City Of Spokane
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*****Bid Tabulation*****

71	2 IN. PVC IRRIGATION SLEEVE	145 LF	12.00	1,740.00	14.50	\$2,102.50	10.00	\$1,450.00	12.00	\$1,740.00	16.00	\$2,320.00	20.00	\$2,900.00	63.00	\$9,135.00
72	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	4,400.00	\$4,400.00	15,392.00	\$15,392.00	31,500.00	\$31,500.00	18,000.00	\$18,000.00	2,000.00	\$2,000.00	16,700.00	\$16,700.00
73	CEMENT CONCRETE CURB	535 LF	35.00	18,725.00	29.00	\$15,515.00	37.00	\$19,795.00	34.00	\$18,190.00	35.00	\$18,725.00	40.00	\$21,400.00	48.45	\$25,920.75
74	CEMENT CONCRETE CURB AND GUTTER	1235 LF	45.00	55,575.00	35.00	\$43,225.00	44.00	\$54,340.00	40.00	\$49,400.00	50.00	\$61,750.00	40.00	\$49,400.00	47.87	\$59,119.45
75	CEMENT CONCRETE DRIVEWAY	20 SY	80.00	1,600.00	70.00	\$1,400.00	123.00	\$2,460.00	77.00	\$1,540.00	100.00	\$2,000.00	80.00	\$1,600.00	96.10	\$1,922.00
76	MODIFY FENCING, STATION 2+50	1 LS	4,000.00	4,000.00	4,400.00	\$4,400.00	2,903.00	\$2,903.00	5,750.00	\$5,750.00	25,000.00	\$25,000.00	6,500.00	\$6,500.00	18,900.00	\$18,900.00
77	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	11,600.00	\$11,600.00	6,386.00	\$6,386.00	6,400.00	\$6,400.00	15,000.00	\$15,000.00	6,000.00	\$6,000.00	8,335.00	\$8,335.00
78	REFERENCE AND REESTABLISH SURVEY MONUMENT	10 EA	1,000.00	10,000.00	600.00	\$6,000.00	581.00	\$5,810.00	575.00	\$5,750.00	1,500.00	\$15,000.00	1,200.00	\$12,000.00	2,800.00	\$28,000.00
79	MONUMENT FRAME AND COVER	4 EA	700.00	2,800.00	780.00	\$3,120.00	700.00	\$2,800.00	400.00	\$1,600.00	1,000.00	\$4,000.00	3,000.00	\$12,000.00	2,800.00	\$11,200.00
80	CEMENT CONCRETE SIDEWALK	535 SY	65.00	34,775.00	87.00	\$46,545.00	70.00	\$37,450.00	95.00	\$50,825.00	55.00	\$29,425.00	90.00	\$48,150.00	165.85	\$88,729.75
81	RAMP DETECTABLE WARNING	200 SF	30.00	6,000.00	29.00	\$5,800.00	24.00	\$4,800.00	28.00	\$5,600.00	22.00	\$4,400.00	30.00	\$6,000.00	24.45	\$4,890.00
82	COMMUNICATION CONDUIT SYSTEM	1 LS	130,000.00	130,000.00	135,000.00	\$135,000.00	223,000.00	\$223,000.00	180,115.00	\$180,115.00	180,000.00	\$180,000.00	200,000.00	\$200,000.00	213,890.00	\$213,890.00
83	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	3,000.00	3,000.00	5,300.00	\$5,300.00	5,225.00	\$5,225.00	5,250.00	\$5,250.00	6,500.00	\$6,500.00	5,500.00	\$5,500.00	5,000.00	\$5,000.00

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	35.00	875.00	60.00	\$1,500.00	20.00	\$500.00	26.50	\$662.50	30.00	\$750.00	70.00	\$1,750.00	37.34	\$933.50
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	45.00	1,125.00	75.00	\$1,875.00	23.00	\$575.00	20.50	\$512.50	45.00	\$1,125.00	90.00	\$2,250.00	44.00	\$1,100.00
86	IMPORTED BACKFILL	25 CY	40.00	1,000.00	197.00	\$4,925.00	24.00	\$600.00	20.50	\$512.50	30.00	\$750.00	40.00	\$1,000.00	40.00	\$1,000.00
87	ENCASE WATER/SEWER AT CROSSINGS	16 EA	2,000.00	32,000.00	2,300.00	\$36,800.00	1,529.00	\$24,464.00	2,575.00	\$41,200.00	2,500.00	\$40,000.00	4,000.00	\$64,000.00	1,145.75	\$18,332.00
88	DI PIPE FOR WATER MAIN 6 IN. DIA.	150 LF	65.00	9,750.00	71.00	\$10,650.00	94.00	\$14,100.00	101.50	\$15,225.00	98.00	\$14,700.00	100.00	\$15,000.00	114.25	\$17,137.50
89	DI PIPE FOR WATER MAIN 8 IN. DIA.	4180 LF	70.00	292,600.00	63.30	\$264,594.00	70.00	\$292,600.00	66.50	\$277,970.00	66.00	\$275,880.00	52.00	\$217,360.00	113.55	\$474,639.00
90	DI PIPE FOR WATER MAIN 10 IN. DIA.	35 LF	85.00	2,975.00	92.60	\$3,241.00	102.00	\$3,570.00	102.00	\$3,570.00	215.00	\$7,525.00	98.00	\$3,430.00	143.05	\$5,006.75
91	DI PIPE FOR WATER MAIN 12 IN. DIA.	35 LF	100.00	3,500.00	131.60	\$4,606.00	158.00	\$5,530.00	160.00	\$5,600.00	280.00	\$9,800.00	140.00	\$4,900.00	163.15	\$5,710.25

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****


92	GATE VALVE 6 IN.	1 EA	1,400.00	1,400.00	3,400.00	\$3,400.00	2,010.00	\$2,010.00	1,375.00	\$1,375.00	2,000.00	\$2,000.00	2,400.00	\$2,400.00	2,788.10	\$2,788.10
93	GATE VALVE 8 IN.	16 EA	1,800.00	28,800.00	3,060.00	\$48,960.00	2,466.00	\$39,456.00	1,920.00	\$30,720.00	1,650.00	\$26,400.00	2,000.00	\$32,000.00	3,312.75	\$53,004.00
94	GATE VALVE 12 IN.	1 EA	3,000.00	3,000.00	4,670.00	\$4,670.00	3,775.00	\$3,775.00	3,375.00	\$3,375.00	3,300.00	\$3,300.00	3,400.00	\$3,400.00	4,725.15	\$4,725.15
95	HYDRANT ASSEMBLY	6 EA	6,000.00	36,000.00	7,500.00	\$45,000.00	6,680.00	\$40,080.00	6,250.00	\$37,500.00	7,500.00	\$45,000.00	5,900.00	\$35,400.00	6,586.45	\$39,518.70
96	TRENCH EXC. FOR WATER SERVICE TAP	700 LF	100.00	70,000.00	37.60	\$26,320.00	27.00	\$18,900.00	23.75	\$16,625.00	16.00	\$11,200.00	40.00	\$28,000.00	74.40	\$52,080.00
97	TOPSOIL TYPE A, 2 INCH THICK	315 SY	15.00	4,725.00	10.00	\$3,150.00	11.00	\$3,465.00	5.50	\$1,732.50	7.00	\$2,205.00	6.00	\$1,890.00	75.85	\$23,892.75
98	SOD INSTALLATION	315 SY	18.00	5,670.00	10.25	\$3,228.75	29.00	\$9,135.00	22.50	\$7,087.50	25.00	\$7,875.00	24.00	\$7,560.00	20.00	\$6,300.00
99	IRRIGATION VAULT	1 LS	25,000.00	25,000.00	35,500.00	\$35,500.00	18,642.00	\$18,642.00	10,500.00	\$10,500.00	10,000.00	\$10,000.00	4,000.00	\$4,000.00	24,516.60	\$24,516.60
100	MODIFY FENCING, STATION 9+60	1 LS	3,000.00	3,000.00	1,460.00	\$1,460.00	2,903.00	\$2,903.00	5,825.00	\$5,825.00	25,000.00	\$25,000.00	6,000.00	\$6,000.00	35,253.45	\$35,253.45
Bid Total			\$3,256,362.00		\$2,545,022.25		\$2,842,320.00		\$3,065,608.00		\$3,220,863.40		\$3,388,260.00		\$3,761,265.94	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,734,942.00	0.00	521,420.00	0.00	0.00	0.00	3,256,362.00
DW EXCAVATING INC	2,045,142.50	0.00	499,879.75	0.00	0.00	0.00	2,545,022.25
LARIVIERE INC	2,362,015.00	0.00	480,305.00	0.00	0.00	0.00	2,842,320.00
INLAND INFRASTRUCTURE LLC	2,605,615.50	0.00	459,992.50	0.00	0.00	0.00	3,065,608.00
CORRIDOR CONTRACTORS	2,737,353.40	0.00	483,510.00	0.00	0.00	0.00	3,220,863.40
HALME CONSTRUCTION INC	2,957,920.00	0.00	430,340.00	0.00	0.00	0.00	3,388,260.00
NORTHWEST GRADING, INC	2,995,328.19	0.00	765,937.75	0.00	0.00	0.00	3,761,265.94

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,045,142.50	2,734,942.00	25.22 % Under Estimate
<i>Schedule 03</i>	544,868.93	521,420.00	4.50 % Over Estimate
<i>Bid Totals</i>	2,590,011.43	3,256,362.00	20.46 % Under Estimate

 Agenda Sheet for City Council Meeting of* 10/04/2021 <input type="button" value="v"/> Briefing date: 09/27/2021 Status: SUBMITTER EDITING		? Date Rec'd (Clerk use only) 9/23/2021
		? Clerk's File # CPR 1989-0145
		? Renewals #
Submitting Dept*:	MAYOR <input type="button" value="v"/>	? Cross Ref #
Contact Name & Phone*:	TESSA DELBRIDGE 625-6716	? Project #
? Contact E-Mail*	TDELBRIDGE@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input type="checkbox"/>	Boards and Commissions Appointn <input type="button" value="v"/>	? Requisition #
? Agenda Item Name: Begin with Dept # 0520 APPOINTMENT TO THE PUBLIC FACILITIES DISTRICT BOA		
? Agenda Wording*: (125 character max) <input type="checkbox"/> Additional attached? Appoint Edward Bruya to a four-year term on the Spokane Public Facilities District Board to serve from 10/5/2021 to 10/4/2025		
? Summary (Background)*: (375 character max.) <input type="checkbox"/> Additional attached? Appoint Edward Bruya to a four-year term on the Spokane Public Facilities District Board to serve from 10/5/2021 to 10/4/2025		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
? Approvals		? Council Notifications (Date) <input checked="" type="checkbox"/> None
Dept Head		Study Session / Other
Division Director		Council Sponsor
Finance		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal		tdelbridge@spokanecity.org
For the Mayor		scurran@spokanepfd.org
? Additional Approvals		
Purchasing		
Select Dept 1 <input type="button" value="v"/>		
Select Dept 2 <input type="button" value="v"/>		
Select Dept 3 <input type="button" value="v"/>		
Save Cancel View Related Documents		



Agenda Sheet for City Council Meeting of:
08/30/2021

Date Rec'd	8/16/2021
Clerk's File #	ORD C36098
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	PAUL INGIOSI X6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1620 - SBO FOR POLICE REFORM STATE FUNDING

Agenda Wording

SBO to Receive and Appropriate Legislation Implementation Funds.

Summary (Background)

The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 889,807	# 1620-99138-99999-33604-99999
Expense	\$ 889,807	# 1620-99138-21250-53502-99999
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u>	F&A 8-16-2021
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
<u>Additional Approvals</u>		ablain@spokanecity.org; ddaniels@spokanecity.org	

<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Finance and Administration

Division & Department:	Spokane Police Department
Subject:	SBO for Police Reform State Funding
Date:	08/16/2021
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO to Receive and Appropriate Legislation Implementation Funds
Background/History: The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.	
Executive Summary: The City of Spokane received approximately \$890,000 from the state to assist with those one-time costs. Beginning September 1, 2021, the Spokane police department will report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Reclassify current expenses Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: Known challenges/barriers:	

ORDINANCE NO C36098

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, 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 Public Safety and Judicial Grants Fund, and the budget annexed thereto with reference to the Public Safety and Judicial Grants Fund, the following changes be made:

(1) Increase revenue by \$889,807.

(A) \$889,807 of the increased revenue is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.

(2) Increase expenditures by \$889,807.

(A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

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 receive and appropriate funding from the state for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021, 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



SPOKANE POLICE DEPARTMENT

CHIEF OF POLICE

CRAIG N. MEIDL

To: CFO Tonya Wallace and Members of the Spokane City Council
From: Asst. Chief Lundgren
Date: August 12, 2021
RE: Police Reform Cost Plan and Spending

Members of the SPD Senior Staff leadership team have begun assessing the financial impacts of the recent Washington State Reform laws. Department leadership is actively gathering input from members of the organization on those one-time costs that will be most effective in carrying out and implementing the legislation. The preliminary list of expenditure categories below were identified as being the most impactful to a successful implementation.

SAFETY EQUIPMENT

The legislation emphasizes the requirement to slow down tactical situations and provide prolonged periods of time as an alternative to using force. This includes additional time to communicate and tactically reposition officers and equipment when necessary if it will reduce the need for force. To be most successful in these scenarios, the SPD will procure additional safety equipment for use by officers to minimize the risk to officer's while facilitating additional interaction time. The SPD is in the process of adding 75 personal ballistic shields to patrol vehicles to have them available to officers on every call where they are needed.

LESS LETHAL TOOLS

The use of less lethal tools is encouraged in the legislation as a way to reduce the amount of force used in police citizen interactions. The SPD plans to purchase additional systems and to increase the number of less lethal tools available to patrol officers in the field to ensure their availability. By increasing the variety and quantity of less lethal systems available in patrol vehicles, officers will have additional deployment options to safely end force situations with minimal force. The SPD is in the process of acquiring 100 additional pneumatic Pepperball launching systems.

TRAINING

Department training will be an important component of the implementation. Department employees must be instructed in the content and implementation of the reforms to include changes to department policies and procedures. Further, specialized training will be necessary to build and enhance the skills necessary to implement the changes. Training may include



additional sessions of in-service training, hosting training provided by third parties, and sending officers and trainers to outside training or train-the-trainer sessions.

RECRUITING

SPD plans to expend funding to assist with recruiting additional officers. It is increasingly critical that SPD attract and hire the most qualified and diverse police applicants available. Expanding our recruiting efforts outside of the immediate area will involve travel, advertising, dedicated follow up with applicants, and potentially other costs. These efforts will assist us to attract the quantity and quality of personnel to avoid the staffing shortages currently experienced by some other law enforcement agencies in the state.

NEGOTIATION TEAM EQUIPMENT

The Hostage Negotiation Team is a group of officers who are specially trained to communicate during standoffs and other dangerous situations. The negotiators work to peacefully bring dangerous situations to an end using persuasion and influence. Members have initial and on-going training requirements. SPD is considering the expansion of the team to include additional members.

The HNT has been utilized with increasing frequency over the past few years (22 callouts in 2019, 34 callouts in 2020, and 46 utilizations year-to-date in 2021.) This does not include all of the incidents that required the use of individual negotiators during patrol incidents without a teeciam activation. This increasing trend is expected to continue and SPD leadership has recently emphasized the importance of utilizing this group more frequently when their services are appropriate.

The HNT has equipment needs to fulfill this important mission. The HNT utilizes a specialized vehicle to carry out their role of communication and research separate from the IC area. The vehicle also houses specialized equipment. The current vehicle is a 1999 motorhome that is in critical need of replacement. SPD is also considering the purchase of additional equipment to support HNT efforts.

REMOTE OBSERVATION EQUIPMENT

It is critical that officers have the most flexibility to provide additional time, distance, and cover during tense interactions. To be effective, officers must be able to monitor the situation from a distance. SPD will need to acquire additional equipment to keep watch over a dangerous situation while minimizing the risk of officers directly interacting with the suspect.



SPD leadership will provide the City Council with quarterly updates during the expending of these funds and to any changes in department needs associated with the reform efforts. This document and list is preliminary and subject to change over the course of the implementation process.

Thank you for your consideration.





Agenda Sheet for City Council Meeting of:
10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	ORD C36107
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MEGHANN X6903 STEINOLFSON
Contact E-Mail	MSTEINOLFSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0620 - SBO FOR RANGE CHANGES

Agenda Wording

SBO for range changes for Police Ombudsman and Deputy Police Ombudsman positions.

Summary (Background)

Both classification updates were required to reflect changes in the latest Guild Contract that increased the responsibilities of both positions. Both incumbents have been receiving Out-Of-Grade pay to these pay ranges, effective March 1, 2021 when the new Guild Contract was ratified.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 29,200	<u>Budget Account</u>	# 0030-11500-57200-092XX
Revenue	\$ 29,200		# 0100-99999-99999
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	STEINOLFSON, MEGHANN
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<u>Division Director</u>	STEINOLFSON, MEGHANN
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<u>Finance</u>	WALLACE, TONYA
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<u>Legal</u>	PICCOLO, MIKE
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<u>For the Mayor</u>	ORMSBY, MICHAEL
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<u>Additional Approvals</u>	
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<u>Purchasing</u>	
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<u>MANAGEMENT &</u>	INGIOSI, PAUL
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Council Notifications

<u>Study Session\Other</u>	F&A 9-20-2021
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<u>Council Sponsor</u>	CM Wilkerson & CM Kinnear
-------------------------------	---------------------------

<u>Distribution List</u>	
---------------------------------	--

bwilkerson@spokanecity.org; mcarlos@spokanecity.org
--

lkinnear@spokanecity.org; gbyrd@spokanecity.org

msteinolfson@spokanecity.org; jquick@spokanecity.org

twallace@spokanecity.org; pingiosi@spokanecity.org
--

ablain@spokanecity.org; ddaniels@spokanecity.org
--

<u>BUDGET</u>		

Briefing Paper

Finance & Administration Committee

Division & Department:	Office of the Police Ombudsman
Subject:	SBO for Range Changes
Date:	September 20, 2021
Contact (email & phone):	Meghann Steinolfson, msteinolfson@spokanecity.org x6903
City Council Sponsor:	CM Kinnear & CM Wilkerson
Executive Sponsor:	Meghann Steinolfson, Interim HR Director
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	21 st Century Workforce
Deadline:	October 4, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO
Narrative: <i>All range changes with current incumbents need to be approved by City Council.</i>	
Executive Summary: SPN 921 – Police Ombudsman moving from Range 53 in the A07 (Non-represented) pay plan to Range 55 in the A07 (Non-represented) pay plan. Recently the job description for Police Ombudsman was updated. As a result of this update a salary analysis was conducted using the City's adopted internal equity analysis, point-fact analysis, and external analysis. This analysis resulted in an increase in grade from grade 53. SPN 922 – Deputy Police Ombudsman moving from Range 37 in the A07 (Non-represented) pay plan to Range 50 in the A07 (Non-represented) pay plan. Recently the job description for the Assistant to the Police Ombudsman was updated. As a result, the position title was updated to Deputy Police Ombudsman and a salary analysis was conducted. As a result of that analysis the salary grade for the position was increased from Grade 37 to Grade 50. Both classification updates were required to reflect changes in the latest Guild Contract that increased the responsibilities of both positions. Both incumbents have been receiving Out-Of-Grade pay to these pay ranges, effective March 1, 2021 when the new Guild Contract was ratified.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36107

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- (1) Increase appropriation in the Office of Police Ombudsman department by \$29,200.
- (A) \$29,200 of the increased appropriation is provided solely for salary and benefit increases related to the change in salary grades for the Police Ombudsman and Deputy Police Ombudsman positions.

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 provide additional appropriation for salary and benefit increases due to the change in salary grades for the affected positions, 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 City Council Meeting of:
10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	ORD C36108
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MAJOR MCNAB 509-835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	3160 - SBO FOR GARDNER DETECTIVE BUILDING REMODEL

Agenda Wording

SBO from General Capital Improvement funds for the remodel of the Police Gardner building

Summary (Background)

SPD's investigative personnel are housed and located at the Gardner building located at 1427 W. Gardner Ave. The current layout of the building has become ineffective and does not have adequate office spaces.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 39,500	<u>Budget Account</u>	# 3160-99999-99999
Expense	\$ 39,500		# 3160-49001-94000-56301
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	MEIDL, CRAIG
<u>Division Director</u>	MEIDL, CRAIG
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	F&A 9-20-2021
<u>Council Sponsor</u>	CM Kinnear

Distribution List

lkinnear@spokanecity.org; gbyrd@spokanecity.org
mmcnab@spokanepolice.org;
kschmitt@spokanecity.org
twallace@spokanecity.org; pingiosi@spokanecity.org
ablain@spokanecity.org; ddaniels@spokanecity.org

Additional Approvals

<u>Purchasing</u>	
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL

Briefing Paper

Finance Committee

Division & Department:	Spokane Police Department
Subject:	SBO for Gardner Detective Building Remodel
Date:	09/13/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Major McNab
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO from General Capital Improvement funds for the remodel of the Police Gardner building
Background/History: SPD's investigative personnel are housed and located at the Gardner building located at 1427 W. Gardner Ave. The current layout of the building has become ineffective and does not have adequate office spaces.	
Executive Summary: <ul style="list-style-type: none"> • SBO of \$39,500 is requested to complete this project <ul style="list-style-type: none"> ○ Current available budget of \$20,000 • Total project estimated cost of \$59,500 <ul style="list-style-type: none"> ○ \$47,197 proposed to be award contract to Shawn Cole Construction ○ Remainder for interfund bills from Facility Maintenance for project management as well as additional work • Funding to come from fund reserves under fund 3160-General Capital Improvements <ul style="list-style-type: none"> ○ SPD had transferred funding each year 2015-2020 to pay for future capital building expenses 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36108

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Capital Improvements 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 General Capital Improvements Fund, and the budget annexed thereto with reference to the General Capital Improvements Fund, the following changes be made:

- 1) Increase appropriations by \$39,500
 - a. Increase in appropriations to be used towards the remodel for the Gardner detective building used by the Spokane Police Department
 - b. Budget increase to come from fund balance reserves
 - c. Total estimated project cost of \$59,500

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 remodel the Gardner building as it no longer meets department needs 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 City Council Meeting of:
10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	ORD C36109
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	CHIEF SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1970 - SBO FOR COLVILLE VACCINATION CLINIC RECOVERY

Agenda Wording

SBO needed to update budget so that it accurately reflects total unbudgeted expenditures and reimbursement revenues related to this mobilization.

Summary (Background)

SFD personnel were deployed to assist and staff a vaccination clinic put on by the NE Tri-County Health District. Staff assisted the clinic beginning March 10th and ended on May 4th accumulating a total of \$478,061 in overtime and other associated costs. These costs are being reimbursed by the Washington State Patrol.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 478,061	# 1970-35126-99999-34222
Expense	\$ 416,637	# 1970-35126-22200-51216
Expense	\$ 16,400	# 1970-35126-22200-53211
Expense	\$ 45,024	# 1970-35126-22200-54409

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	F&A 9-20-2021
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Finance Committee

Division & Department:	Spokane Fire Department
Subject:	SBO for Colville Vaccination Clinic Recovery
Date:	09/20/2021
Contact (email & phone):	Brian Schaeffer bschaeffer@spokanecity.org 625-7001
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to reflect cost and reimbursement of efforts toward the NE Tri-County Health District Vaccination support.
Background/History: SFD personnel were deployed to assist and staff a vaccination clinic put on by the NE Tri-County Health District. Staff assisted the clinic beginning March 10 th and ended on May 4 th accumulating a total of \$478,061 in overtime and other associated costs. These costs are being reimbursed by the Washington State Patrol.	
Executive Summary: <ul style="list-style-type: none"> SBO needed to update budget so that it accurately reflects total unbudgeted expenditures and reimbursement revenues related to this mobilization As this was an unbudgeted event, Fire has had to absorb the costs through use of existing budget meant for other purposes Additional SBO's will be submitted in the future for other mobilization events <ul style="list-style-type: none"> Department is still in the process of finalizing total cost of reimbursement Total amount \$478,061 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) –	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36109

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

- 1) Increase revenue by \$478,061
 - a. Revenue received by the department as reimbursement for costs of staffing the NE Tri-County Health District vaccination clinic
- 2) Increase appropriations by \$478,061
 - a. Increase in appropriations to offset costs of staffing the NE Tri-County Health District vaccination clinic
 - b. Costs related to overtime, backfill, and travel/lodging

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 unbudgeted costs related to staffing a vaccination clinic for the NE Tri-County Health District 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 City Council Meeting of:
10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	ORD C36110
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	CHIEF SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1970 - SBO FOR VEHICLE INSURANCE RECOVERY

Agenda Wording

SBO reflects increased costs and recovery from damaged Fire Department vehicles and apparatus.

Summary (Background)

Multiple Fire Department vehicles have been involved in motor vehicle accidents so far in 2021. The City incurred unplanned/unbudgeted expenses in order to repair those vehicles as well as received cost recovery through insurance settlements.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 83,959	# 1970-35150-99999-39520
Revenue	\$ 2,385	# 1970-35150-99999-39510
Expense	\$ 86,344	# 1970-35150-22600-53211
Select	\$	#

Budget Account

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	F&A 9-20-2021
<u>Council Sponsor</u>	CM Kinnear

Distribution List

lkinnear@spokanecity.org; gbyrd@spokanecity.org
bschaeffer@spokanecity.org;
kschmitt@spokanecity.org
twallace@spokanecity.org; pingiosi@spokanecity.org
ablain@spokanecity.org; ddaniels@spokanecity.org

Additional Approvals

<u>Purchasing</u>	
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL

Briefing Paper

Finance Committee

Division & Department:	Spokane Fire Department
Subject:	SBO for Vehicle Insurance Recovery
Date:	09/20/2021
Contact (email & phone):	Brian Schaeffer bschaeffer@spokanecity.org 625-7001
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to reflect increased costs and recovery from damaged Fire Department vehicles and apparatus.
Background/History: Multiple Fire Department vehicles have been involved in motor vehicle accidents so far in 2021. The City incurred unplanned/unbudgeted expenses in order to repair those vehicles as well as received cost recovery through insurance settlements.	
Executive Summary: <ul style="list-style-type: none"> • SBO will recognize a total of \$86,344 in insurance and auction proceeds stemming from vehicles and apparatus that were involved in collisions and/or damaged <ul style="list-style-type: none"> ○ Engine 1 – No fault accident/damage repair ○ Engine 2 – No fault accident/damage repair ○ ARU 1 – No fault accident/totaled ○ Prevention 4 – Treefall during windstorm/totaled ○ S1 – Damage repair • The Apparatus and Equipment Maintenance expenditure budget will be increased by the same amount to account for the incidental increased costs of vehicle repairs/maintenance 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) –	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36110

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

- 1) Increase revenue by \$86,344
 - a. Revenue received by the department of insurance settlements resulting from damage claims to department vehicles
- 2) Increase appropriations by \$86,344
 - a. Increase in appropriations of the apparatus/vehicle repair & maintenance budget to offset the increased cost of repairing damaged department vehicles

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 costs to repair damaged department vehicles 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 City Council Meeting of: 10/04/2021

Date Rec'd	9/22/2021
Clerk's File #	ORD C36111
Renews #	
Cross Ref #	ORD C35971
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0370-SBO FOR CLARKE AVENUE LANDSLIDE ABATEMENT

Agenda Wording

The Special Budget Ordinance (SBO) would increase appropriation by \$2,100,000 from the City's Contingency Reserve to Engineering Services for the emergency work related to the Clarke Avenue Landslide.

Summary (Background)

A SBO was executed in June for Engineering Services to recover temporary stabilization and design costs to date, and this follow-up SBO is for the permanent remediation construction contract. The funds for the emergency contract to abate the landslide occurring at Clarke and Elm in Peaceful Valley from contingency reserves and potentially reimbursed from FEMA.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 2,100,000	Budget Account	# 0370-30210-44200-54201
Revenue	\$ 2,100,000		# 0100-99999-99999
Select	\$		#
Select	\$		#

Approvals

Dept Head	TWOHIG, KYLE
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 9/20/21
Council Sponsor	Beggs

Additional Approvals

Purchasing		eraea@spokanecity.org
MANAGEMENT & BUDGET	INGIOSI, PAUL	publicworksaccounting@spokanecity.org
		kgoodman@spokanecity.org
		ktwohig@spokanecity.org
		ddaniels@spokanecity.org
		kgoodman@spokanecity.org, jgraff@spokanecity.org
		nzollinger@spokanecity.org, pingiosi@spokanecity.org

Briefing Paper

PIES

Division & Department:	Engineering Services
Subject:	SBO for Clarke Ave. Emergency Landslide Abatement
Date:	9/20/21
Contact (email & phone):	Kyle Twohig ktwohig@spokanecity.org 625-6152
City Council Sponsor:	Breean Beggs & Michael Cathcart
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO will be forwarded for City Council approval

Background/History:

- A landslide on City and private property began in January 2021 near the intersection of Clarke Ave. and Elm in the Peaceful Valley neighborhood. Engineering Services has worked with Utilities and private contractors to temporarily stabilize the slope while completing geotechnical investigation and designing a permanent solution.
- A SBO was executed in June for Engineering Services to recover temporary stabilization and design costs to date, and this follow-up SBO is for the permanent remediation construction contract.

Executive Summary:

- SBO for \$2,100,000 to fund Emergency Contract to abate the landslide occurring at Clarke and Elm in Peaceful Valley
- Contracted work to include a structural retaining wall in the ROW with tie back fabric, ground improvement, drainage, soil nails and mesh, stump removal, hydroseeding, and contingency.
- Improvements are solely for stabilizing the City owned parcel and protection of the ROW
- FEMA has reviewed the project site and the City's approach. Project has a high likelihood of receiving up to a 75% reimbursement from FEMA for emergency mitigation and restoration.
- SBO funds the emergency contract from contingency reserves, potentially reimbursed from FEMA

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: FEMA (tentative)

Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C36111

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

(1) Increase appropriation by \$2,100,000.

(A) \$2,100,000 of the appropriation from the City's Contingency Reserve is provided to the Engineering Services department solely for the purpose of emergency work related to the Clarke Ave. landslide.

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 fund necessary operation expenses related to the emergency situation created by the Clarke Ave. Landslide, 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 City Council Meeting of:**

06/14/2021

<u>Date Rec'd</u>	6/2/2021
<u>Clerk's File #</u>	ORD C36064
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRIAN 625-6210 MCCLATCHEY	<u>Project #</u>	
<u>Contact E-Mail</u>	BMCCLATCHEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - CLARIFYING HISTORIC RE-USE REGULATIONS		

Agenda Wording

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

Summary (Background)

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	UD Comm., 5-10-2021
<u>Division Director</u>		<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36064

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/30/2021

Date Rec'd

8/18/2021

Clerk's File #

RES 2021-0073

Renews #**Cross Ref #****Submitting Dept**

CITY COUNCIL

Contact Name/PhoneSHAUNA 625-6250
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 PARKING KIOSK RESOLUTION

Agenda Wording

A resolution to replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters.

Summary (Background)

This resolution sets City of Spokane parking meter/kiosk policy consistent with the recently enacted Spokane Downtown Plan and the 2019 Downtown Parking Study recommendations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

8/23 PIES

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

RESOLUTION NO. 2021-0073

A Resolution to replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters.

WHEREAS, all major cities surveyed, including those recommended by the City's parking consultant, are transitioning to parking kiosks as the primary payment technology; and

WHEREAS, kiosks support greater use of wireless payment technology from the comfort of a user's vehicle; and

WHEREAS, kiosks and wireless payment technology are likely to substantially reduce labor and maintenance costs over time; and

WHEREAS, kiosks are likely to reduce the visual clutter that blanket city streets; and

WHEREAS, kiosks and wireless payment technology will facilitate parking incentive programs offered by local businesses, allow free parking during the first fifteen minute and other amenities; and

WHEREAS, kiosks work best with the new enhanced license plate reader enforcement technology being adopted by the City of Spokane; and

WHEREAS, kiosks still allow payment by coins and cards for those who prefer those payment options while substantially encouraging wireless payment; and

WHEREAS, kiosks allow preservation of decorative parking stanchions that can be retrofitted to serve as bicycle parking stands, mark individual spaces and allow for reserved space meter hoods; and

WHEREAS, kiosks still allow for preservation of short stay meter spaces that benefit restaurants and other businesses that offer customer pickup.

NOW, THEREFORE, BE IT RESOLVED that it is the City of Spokane parking policy, consistent with the recently enacted Spokane Downtown Plan and the 2019 Downtown Parking Study recommendations, to promptly replace all existing parking meters in the Downtown retail core with parking kiosks on all block faces with at least six meters, while retaining parking stanchions as needed to mark parking spaces, provide bicycle parking and reserved space hoods.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane

City Council

TO: City Council Members

FROM: Shauna Harshman, Manager of Neighborhood Connectivity Initiatives

DATE: August 19, 2021

RE: Parking Kiosk Resolution Memo

Overview

The City of Spokane is moving forward with implementing recommendations from the 2019 Parking Study, and the recent Downtown Plan update. Both of these documents have found that the Downtown parking system lacks cohesion and provides a poor user experience. A substantial effort is underway to improve parking Downtown through improved on street management, technology, shared parking, and branding and wayfinding to better manage existing parking resources.

The advantages of moving from individual parking meters to a unified kiosk system include decreased labor burden for staff to collect fares, decreased maintenance and vandalism costs, reduced visual clutter, and increased options for payment for community members.

Consistency with Downtown Plan

This update to the City's downtown specific plan is strongly supportive of improvements to the parking environment both on and off street. Support for moving to a coordinated system is found in the following goals and actions.

One of the key findings from the Existing Conditions Report of the Downtown Plan is:

The parking system lacks cohesion and provides a poor user experience: A substantial effort is underway to improve parking Downtown through improved on street management, technology, shared parking, and branding and wayfinding to better manage existing parking resources.

Goal W02 is to leverage parking management to improve Downtown and enhance the Paid Parking Zone.

W02.3 ACTION: Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new upgrades to the best available technologies in the Paid Parking Zone.

Conclusion

One of the current challenges is the diversity of payment technology with multiple meter types, mobile payment apps, and pay-by-plate systems creating a less user-friendly system. Action steps call to transition to a single and consistent meter type for on-street parking. Specifically kiosks and meters should allow for integration with use of License Plate Reader (LPR) enforcement.

Implementation strategies in the Downtown plan call for streamlining payment systems and identifies the first key action as transitioning to a single and consistent meter type for on-street parking ensuring multiple payment options are provided. This streamlining may be accelerated by moving towards a kiosk system, and that would enable greater consistency between private lots and on-street parking as many private lots have already transitioned to kiosk systems.



Agenda Sheet for City Council Meeting of:
09/20/2021

Date Rec'd	9/8/2021
Clerk's File #	OPR 2021-0612
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	POLICE
Contact Name/Phone	MAJ. MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 PURCHASE OF PEPPERBALL SYSTEMS

Agenda Wording

Approval to use legislation implementation funds to purchase 100 PepperBall less-lethal launching systems. Acquiring these devices would provide SPD with more alternatives to deadly force in compliance with police reform House Bills 1310 and 1054.

Summary (Background)

The City of Spokane was awarded \$890,000 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to purchase 100 PepperBall less-lethal launching systems. This purchase would make this less lethal tool reasonably available to all officers working in a patrol capacity. The necessity and availability of this device is essential for SPD's compliance with police reform House Bills 1310 and 1054.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 67,931.53	<u>Budget Account</u>	# 1620-99138-21250-53502-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	LUNDGREN, JUSTIN
<u>Division Director</u>	MEIDL, CRAIG
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	8/30 Public Safety
<u>Council Sponsor</u>	CM Kinnear

Distribution List

spdfinance@spokanepolice.org

Additional Approvals

Purchasing

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Purchase of PepperBall Systems
Date:	08/19/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Asst. Chief Lundgren
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the purchase of 100 PepperBall launching systems, PepperBall ammunition, and accessories.
Background/History: The City of Spokane was awarded \$890,000 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$67,931.53 of this funding to purchase 100 PepperBall less-lethal launching systems. This purchase would make this less lethal tool reasonably available to all officers working in a patrol capacity. The necessity and availability of this device is essential for SPD's compliance with police reform House Bills 1310 and 1054.	
Executive Summary: <ul style="list-style-type: none"> • Approval to use legislation implementation funds to purchase 100 PepperBall less-lethal launching systems for \$67,931.53. • Acquiring these devices would provide SPD with more alternatives to deadly force in compliance with police reform House Bills 1310 and 1054. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

	Launchers	100 QTY	Electronic Hoppers	100 QTY	Live-X OC 375 per pkg	3000 rds	Inert OC 375 per pkg	1500 rds	Glass Breakers 100 per pkg	400 rd	Maintenance Kit	10 QTY	Soft case	100 QTY	SUBTOTAL	TAX	shipping	TOTAL	Delivery time
Gall's	\$ 394.45	\$ 39,445.00	\$ 94.45	\$ 9,445.00	907.50/375 ct	\$ 7,260.00	240.00/375ct	\$ 960.00	\$ 181.88	\$ 727.50	\$ 55.00	\$ 550.00	\$ 39.35	\$ 3,935.00	\$ 62,322.50	\$ 5,609.03		\$ 67,931.53	7-60 days
Hurricane Butterfly	\$ 499.00	\$ 49,900.00	\$ 119.00	\$ 11,900.00	\$ 1,157.00	\$ 9,256.00	\$ 300.00	\$ 1,200.00	\$ 245.00	\$ 980.00	\$ 69.95	\$ 966.50	\$ 49.99	\$ 4,999.00	\$ 78,934.50	\$ 5,939.16	\$ 475.00	\$ 71,929.79	60 days
Kiesler Police Supply	\$ 376.30	\$ 37,630.00	\$ 90.10	\$ 9,010.00	\$ 864.96	\$ 6,919.68	\$ 227.90	\$ 911.60	\$ 184.44	\$ 737.76	\$ 52.47	\$ 524.70	\$ 37.52	\$ 3,752.00	\$ 59,485.74	\$ 5,353.72		\$ 64,839.46	90-240 days
Less Lethal LLC	\$ 441.75	\$ 44,175.00	\$ 104.25	\$ 10,425.00	\$ 1,020.00	\$ 8,160.00	\$ 266.25	\$ 1,065.00	\$ 217.50	\$ 870.00	\$ 62.00	\$ 620.00	\$ 45.50	\$ 4,550.00	\$ 69,865.00	\$ 6,287.85		\$ 76,152.85	30 days
Municipal Emerg. Svs	\$ 390.11	\$ 39,011.00	\$ 93.41	\$ 9,341.00	\$ 896.70	\$ 7,173.60	\$ 236.26	\$ 945.04	\$ 191.21	\$ 764.84	\$ 54.40	\$ 544.00	\$ 38.90	\$ 3,890.00	\$ 61,669.48	\$ 5,550.25		\$ 67,219.73	45 days
The following companies offered bids on products OTHER THAN PepperBall																			
ProForce -FN North America	\$ 949.00	\$ 94,900.00	\$ -	\$ -	593.00/150ct	\$ 11,860.00	486.00/150ct	\$ 4,860.00	\$ -	\$ -	\$ 22.00	\$ 220.00	\$ 210.00	\$ 21,000.00	\$ 132,840.00	\$ 11,955.60		\$ 144,795.60	120-150 days
The Bunker -Byrna	\$ 531.00	\$ 53,100.00			\$ 1,019.99	\$ 8,159.92	\$ 99.99	\$ 399.96	\$ 127.49	\$ 127.49	\$ 14.99	\$ 149.90	\$ 42.00	\$ 4,200.00	\$ 66,137.27	\$ 5,952.35		\$ 72,089.62	90 days

**pricing includes discount



Agenda Sheet for City Council Meeting of:
09/20/2021

Date Rec'd	9/8/2021
Clerk's File #	OPR 2021-0613
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 PURCHASE OF BALLISTIC SHIELDS

Agenda Wording

Approval to use legislation implementation funds to purchase 77 Ballistic shields along with carrying bags for \$145,867.20 utilizing NASPO contracts 164720/03720.

Summary (Background)

The City of Spokane was awarded \$890,000 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use approximately \$145,867.20 of this funding to purchase 77 Ballistic shields and carrying bags.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 126,058.50	# 1620-99138-21250-53528-99999
Expense	\$ 19,808.70	# 1620-99138-94000-56401-99999
Select	\$	#
Select	\$	#

Budget Account

Approvals

<u>Dept Head</u>	LUNDGREN, JUSTIN
<u>Division Director</u>	LUNDGREN, JUSTIN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCHC 08/30/2021
<u>Council Sponsor</u>	CM Kinnear

Distribution List

spdfinance@spokanepolice.org
mmcnab@spokanepolice.org
eolsen@spokanepolice.org

Additional Approvals

Purchasing

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Purchase of Ballistic Shields
Date:	08/30/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Asst. Chief Lundgren
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the purchase of 77 Ballistic shields and carrying bags.
Background/History: The City of Spokane was awarded \$890,000 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use approximately \$145,867 of this funding to purchase 77 Ballistic shields and carrying bags.	
Executive Summary: <ul style="list-style-type: none"> Approval to use legislation implementation funds to purchase 77 Ballistic shields along with carrying bags for \$145,867 utilizing NASPO contracts 164720/03720. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Ph: 253-566-2686
Fax: 253-236-2972
kent@curtisblueline.com
DUNS#: 00-922-4163



CBL Kent
6507 South 208th Street
Kent, WA 98032
www.CurtisBlueLine.com
Quotation No. 198667

Quotation

CUSTOMER:

Spokane City Police
Department
1100 West Mallon Avenue
Spokane WA 99260

SHIP TO:

Spokane City Police Department
Jeremy Mcvay
1100 W. Mallon Ave.
Spokane WA 99260

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
198667	08/12/2021	09/11/2021

SALESPERSON	CUSTOMER SERVICE REP
Levi Mallory lmallory@curtisblueline.com 208-377-5418	Chris Putman cputman@curtisblueline.com 253-566-2686

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Ballistic Shields	Michelle Loucks 509-808-1480	C36950	Net 30	NASPO-LE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

SPECIAL INSTRUCTIONS

NASPO

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	75	EA	SAFARILAND CUSTOM	As Below: Factory Item 1301038 Entry I FR X 24X36 Horizontal Handle NASPO: 1560.00	\$1,460.00	\$109,500.00
2	75	EA	SAFARILAND CUSTOM	As Below: Factory Item 1002758 Shield Carry Bag Large 29X48 NASPO: 87.00	\$82.00	\$6,150.00

Ph: 253-566-2686
Fax: 253-236-2972
kent@curtisblueline.com
DUNS#: 00-922-4163



CBL Kent
6507 South 208th Street
Kent, WA 98032
www.CurtisBlueLine.com
Quotation No. 198667

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 09/11/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$115,650.00
Tax Total	\$10,408.50
Transportation	\$0.00

Total	\$126,058.50
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[View Terms of Sale and Return Policy](#)



Quote

Customer: (1001093869) SPOKANE POLICE DEPT.-CITY O
Date: 09/01/2021
Sales Rep: MICHELLE TAYLOR

Page 1 of 1
Quote Number: 19027109
Quote Expiration: 11/30/2021

Sold To:
SPOKANE POLICE DEPARTMENT
ACCOUNTS PAYABLE
1100 W MALLON AVE
SPOKANE, WA 99260-2043
MICHELLE LOUCKS

Ship To:
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260
MICHELLE LOUCKS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP1537	ASPIS X GEN II LVL III 20X30 W/ VIEWPOINT AND LIGHT	2		9,086.56	18,173.12

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 18,173.12
SHIPPING:
TAX..... 1,635.58
TOTAL... 19,808.70

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 164719

Point Blank Enterprises, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 03720

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Point Blank Enterprises, Inc., a Florida Corporation ("Contractor") and is dated and effective as of March 15, 2021.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for Body Armor and Ballistics Resistant Products led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's 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. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - The Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#).

Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services 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 Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
$$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not including sales tax)} \times .0150.$$
 - (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference

the following:

- This Washington Master Contract No.: 03720
 - The NASPO Master Agreement No.: 164719
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, 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.

3.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30)

days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

- (c) **EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) **GREEN/SUSTAINABLE.** Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington’s green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, ‘green products’ that provide equivalent performance.

3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION: Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR’S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) **CONTRACTOR’S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) **PURCHASE ORDERS.** All purchase orders issued by purchasing entities pursuant to this Participating Addendum shall include both the Participating State contract number 164719 and the Lead State Master Agreement Number 03720.
- (c) **INVOICES.** Contractor must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
 - Washington Master Contract Number 03720;
 - Lead State Master Agreement Number 164719;
 - Contractor’s statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 - Applicable Purchasing Entity’s order number;

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Point Blank Enterprises, Inc.
2102 SW 2nd Street
Pompano Beach, FL 33069

Attn: Daniela Domenecci
Tel: (954) 630-0900 ext. 1329
Email: ddomenecci@pbearmor.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Breann Aggers
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

5. **AGENTS AND DISTRIBUTORS:** Except for subcontracts with Contractor's designated Agents and Distributors, Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- **AGENTS AND DISTRIBUTORS.** Contractor is authorized, without additional Participating State consent, to utilize its Agents and Distributors to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Agents and Distributors utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.
- **CONTRACTOR RESPONSIBILITY FOR AGENTS AND DISTRIBUTORS.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Agents and Distributors. In no event shall the existence of a subcontract between Contractor and its Agents and Distributors operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Agents and Distributors.
- **PURCHASER PAYMENT REGARDING CONTRACTOR'S AGENTS AND DISTRIBUTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Agents and Distributors for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Agents and Distributors. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Agents and Distributors, Contractor shall remain responsible for performance.

- **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Agents and Distributors and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew

Elena McGrew

Its: Acting Enterprise Procurement Manager

POINT BLANK ENTERPRISES, INC.,
A FLORIDA CORPORATION

By: Hoyt Schmidt

Hoyt Schmidt

Its: EVP of Commercial Business

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

10/04/2021

Date Rec'd

7/20/2021

Clerk's File #

OPR 2021-0502

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**KRIS BECKER (509) 625-
6392**Project #****Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #

RFP 5207-19

Agenda Item Type

Contract Item

Requisition #

VB

Agenda Item Name

MACKAY METERS, INC. FOR PAID PARKING EQUIPMENT

Agenda Wording

Contract with Mackay Meters, Inc. for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support, up to \$664,000.

Summary (Background)

The City selected Mackay Meters, Inc. through RFP 5207-19, Paid Parking Equipment to provide single and dual space meters. Contract is for five years beginning August 1, 2021, with option to renew annually. The mkBeacon and mkBeacon 2Bay devices will increase efficiency for city staff, and customer satisfaction for the end user in the downtown core, where we have the most special events. These devices are solar powered and run entirely on renewable energy.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ Unit-Priced

Select \$

Select \$

Select \$

Budget Account

5901-79221-94000-56401-99999

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

ORLOB, KIMBERLY

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**Urban Experience
7/12/2021**Council Sponsor**CM Stratton and CM
Kinnear**Distribution List**

james.mackay@mackaymeters.com (signer)

david.forbes@mackaymeters.com

darren.stroud@mackaymeters.com

Additional Approvals**Purchasing**

korlob@spokanecity.org; jlagent@spokanecity.org

kbecker@spokanecity.org; jwest@spokanecity.org;

mwilliams@spokanecity.org; jray@spokanecity.org;



City of Spokane

CONTRACT

Title: **PAID PARKING EQUIPMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Paid Parking Equipment – Single-Dual Space Meters in accordance with the City's RFP No. 5207-19, attached as Exhibit B; Company's RFP Proposal, attached as Exhibit C; Company's Technical Compliance Requirements Response, attached as Exhibit D, Compliance Matrix, attached as Exhibit E, Service Level Agreement, attached as Exhibit F, Gateway Hosting Notification Service Agreement attached as Exhibit G, and Costs and Fees, attached as Exhibit H.

The option exists for MacKay Meters, Inc. to install single and dual space meters if agreed upon by both parties. Prevailing wage will be paid/rules followed for the installation part of the contract. City expect this amount to be less than \$14,000.

Installation is on pre-prepared locations. No civil work is included. Pole preparation, removal, hauling and recycling of existing single space meters is the responsibility of the City.

In addition to the attached, the Parties agree to the following:

ACCEPTANCE

Acceptance: The formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with the Acceptance criteria set out below.

General Acceptance Criteria, The Firm shall meet the following acceptance criteria for the Meters and related Services. Meters installed and operational fully functional for 30 days shall be deemed to be Accepted and the City will send written verification of which Meters are Accepted and which are not Accepted in each Batch. A delivered Batch will be considered "Not Accepted" if five percent of the Meters fail any of the conditions listed below. If the City

determines a Batch to be "Not Accepted," the Firm shall return the Batch at its expense and provide a compliant Batch. Notwithstanding the above, unless notified otherwise by the City, a Meter Batch will be deemed Accepted 45 Days from its Delivery.

The delivered meter technology meets the requirements set forth in the Technical Specifications.

The delivered MMS meets the requirements set forth in the Technical Specifications. The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from Parking Meter to 99% accuracy).

Commissioning Checklist. The City will use the checklist to test the meters and MMS prior to and during installation. The City may test for any functional meter mechanism and MMS requirement at any time.

PAYMENT AND ACCEPTANCE

Payment Does Not Imply Acceptance of Work. The granting of any payment or payments by the City, or the receipt thereof by the Firm, shall in no way lessen the liability of the Firm to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Technical Specifications will be rejected and shall be replaced by the Contractor without delay.

TERMINATION

Termination for Convenience

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

Commissioning Checklist

- a. Meter Mechanism shall not be damaged during shipment.
- b. Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- c. Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- d. Non-authorized coins shall not register any amount of time.
- e. The card reader shall recognize the insertion of a valid credit or smart card.
- f. NFC card reader functionality shall work as described in the Technical Specifications.
- g. The automated mechanism configuration download shall work as described in the Technical Specifications.
- h. The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- i. The Meter Mechanism programming profile is accurate for its assigned location id.
- j. The Keypad shall work properly.
- k. The Meter Mechanism shall register jams.

- l. The Meter Mechanism LEDs shall work properly.
- m. The Meter Mechanism stickers shall be properly applied.
- n. The Meter Mechanism communications channels shall work properly.
- o. The Meter Mechanism shall display proper the date and time.
- p. The Meter Mechanism backlight shall operate properly.
- q. The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin August 1, 2021, and run through July 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed on an annual basis upon mutual agreement of the Parties.

3. COMPENSATION. The City shall compensate the Company in accordance with Request for Proposal, Proposal Response and pricing schedules, included herein by reference. Payment will only be made for products or services requested, received and accepted. This is a unit-price contract with no guarantee of payment amount. The City estimates an amount of **SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00)**, including tax, for everything furnished and done under this Contract. If Company performs the installation of the devices, the City estimates an additional amount not to exceed **FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00)**.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Parking Services, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Each invoice shall also include:

- Unique invoice number;
- Quantity of items;
- Description of items;
- Unit price;
- Amount of sales taxes requested to be paid;
- The City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number, if applicable, and
- Total invoice amount.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. PUBLIC WORKS.

The following public works requirements only apply to the installation work, if any, under this Agreement. The City reserves the right to perform the installation themselves.

- A. The Contractor shall pay state prevailing 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 a Contractor for

payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **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 Washington State Department of Labor and Industries (L & I); 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.
 - C. A payment/performance bond is NOT required.
 - D. Statutory retainage is NOT required.
6. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
7. **WARRANTY.** Warranty begins one (1) month from Company's recorded shipping date. Company will provide the City with the warranty start date. To maintain warranty coverage the City is required to provide the prescribed regular maintenance for the products. The City will follow the prescribed maintenance procedures as instructed by Company in writing to ensure the warranty on all the products and software is not voided.
8. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
9. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
10. **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 this Contract.
11. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.
12. **INSURANCE.** During the term of the Agreement, the Company 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; and
- 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;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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.

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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company'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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

14. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance

Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

16. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

17. 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 Company 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 Company.

18. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

19. AUDIT / RECORDS. The Company 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 Company 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.

20. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

21. 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.

MACKAY METERS, INC.

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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – RFP No. 5207-19
- Exhibit C – Company's RFP 5709-19 Proposal
- Exhibit D – Company's Technical Compliance Requirements Response
- Exhibit E – Compliance Matrix
- Exhibit F – Service Level Agreement
- Exhibit G - Gateway Hosting Notification Service Agreement
- Exhibit H - Costs and Fees

21-039a

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract 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 lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B

DAVID A. CONDON
MAYOR



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

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #5207-19

DESCRIPTION: PAID PARKING EQUIPMENT

DUE DATE: MONDAY, DECEMBER 23, 2019
No later than 1:00 p.m.

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

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

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Neighborhood and Business Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide PAID PARKING EQUIPMENT.

The 2019 Downtown Parking Study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The study includes a parking inventory for both on- and off-street facilities as well as evaluating the City’s current policies, procedures, regulations, hardware, and software systems.

The City’s robust downtown business core and array of outdoor activities attracts a host of visitors each year. Parking operations is funded solely from the Parking Fund (a Special Revenue Fund) and includes customer service, parking enforcement, collections, and installation and maintenance of the parking system and assets.

The downtown parking operation includes over 5,000 on-street parking spaces supported by the following parking technologies:

- Single space parking meters (Model 95 Housings) including 729 CivicSmart Liberty Single Space Smart Meters and 2,583 POM APM Single Housing Electronic Meters.
- Pay-by-Plate pay stations including 10 Parkeon Strada Rapide multi-space meters.
- Passport mobile payment application.
- Duncan Solutions AutoPROCESS parking citation management.
- ACCELA Permit Module.
- Genetec mobile license plate recognition (LPR).

The City’s paid parking revenue in FY 2018 and in FY 2019 was approximately \$2.2M per year. In FY 2018 and 2019, there was an average of 91,000 transactions at the CivicSmart single space smart meters and 5,800 transactions at the Parkeon Strada multi space meters.

The City is considering expanding the paid parking program to include an additional 1,200 parking spaces. In addition, the City will soon be soliciting for an integrated citation and permit management system. Off-street parking is managed by private operators and is not a part of this RFP.

This RFP is for the procurement of PAID PARKING EQUIPMENT including pay stations and single space parking meters to streamline the customer service experience and immediately replace the expiring equipment. The City ultimately aims to utilize a unified and simplified paid parking solution throughout the on-street parking spaces. This effort will include new hardware to accept parking

payment via monies, credit card, near field communication (NFC) or mobile; new software to support reporting and reconciliation efforts for paid parking; and integration with current and future citation management systems along with City and third-party Vendor systems. This parking technology and hardware solution must seamlessly interface with the City's existing sub-contractor system(s) as well as any new future systems. The City will be the merchant of record on all transactions, via U.S. Bank and Elavon.

The tiered implementation will immediately support 800 parking spaces preceded by the anticipated expansion and deployment of up to an additional 4,600 parking spaces located throughout the downtown and surrounding areas. The City is considering transitioning from single space parking meters to Pay-by-Plate pay stations. Integration and the communication of real-time paid parking details (license plates) to the City's current and future technology providers is a mandatory requirement.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in paid parking equipment solutions.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP will be a five (5) year term with annual extension options. The contract is tentatively scheduled to be issued in Q1, 2020.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Meter – Shall mean a single/dual space meter and a pay station unless otherwise specified.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

Vendor or Firm – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following documents:

Attachment A - Compliance Matrix (Excel File).

Attachment B - Pricing Matrix/Cost Proposal (Excel File).

1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

2.1 GENERAL

Parking technology features shall include the following:

- a) Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.
- b) Pay station technology must allow the patron to pay for a parking space transaction at any pay station.
- c) The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.
- d) Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.
- e) A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.
- f) Pre-payment option (payments made in advance of operating hours).
- g) An option for patrons to be informed of the expiration of their paid parking session.
- h) All technology must be simple to understand and easy to use.
- i) All technology must be reliable, easy to maintain and secure.
- j) All technology shall be able to electronically display the following to the patron with minimal effort:
 - i. Rates
 - ii. Days and hours of operation
 - iii. User instructions
- k) Proposers must offer strong customer support 7 days a week.

- l) Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.
- m) All technology, equipment and systems shall be ADA-compliant.
- n) All materials and components shall be new and unused.
- o) All technology shall have a modular design. Components shall be able to be quickly changed in the field.
- p) All electronic components, connections and wiring shall be fully weatherproofed.
- q) The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.
- r) The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.
- s) All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.
- t) All technology shall be managed by a web-based meter maintenance system (MMS) that can:
 - i. Remotely update pricing, regulations, and configuration.
 - ii. Provide reports on meter activity.
 - iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.
 - iv. Record meter maintenance completed by repair staff.
 - v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
 - vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.
- u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

2.2 WIRELESS TWO-WAY COMMUNICATIONS

- a) The technology will be equipped with a modem, antenna, and the required software to support wireless communications.
- b) The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

- c) Describe the modem type: CDMA, GSM and/or Wi-Fi.
- d) Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.
- e) The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.
- f) System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.
- g) If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

2.3 DISPLAY

- a) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.
- b) The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.
- c) The display shall be scratch and impact resistant.
- d) Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.
- e) Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of Vendor support with no additional costs associated with these changes.
 - i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.
- f) Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of Vendor support and there shall be no additional costs for these types of adjustments.
- g) Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.
- h) Meter display shall clearly communicate the following electronically, alphanumerically and graphically:
 - i. Rates

- ii. Days and hours of meter operation
- iii. Regulations
- iv. Instructions to the user:
 - 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
 - 2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
 - 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
 - 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.
- v. Special messaging
 - i) Proposer shall describe any static information displayed and the format used.

2.4 KEYPAD

- a) Keypads must be vandal resistant, weatherproof, and corrosion resistant.
- b) Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.
 - i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

2.5 PAYMENTS

- a) Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currencies accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
- b) All meters must support secure real-time authorization of credit cards and optional contactless cards.
- c) The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.
- d) For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.
- e) For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.
- f) If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.
- g) The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

- h) The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- i) Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.
- j) Monies must be easy to collect, simple to reconcile and include audit capabilities.
- k) Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.
- l) Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.
- m) All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.
- n) Proposer shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the Vendor and/or the gateway company, or software charges; if none, then state as much.
- o) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).
- p) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).
- q) The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.
- r) Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.
- s) The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

2.6 CLOCK

- a) The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.
- b) The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

- c) The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).
 - i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.
 - ii. The clock shall track the day of week, Monday through Sunday.
 - iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

2.7 POWER

- a) Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.
- b) Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.
- c) For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.
- d) The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.
- e) When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.
- f) Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.
- g) Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.
- h) All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.
- i) Describe any unique power management capabilities.
- j) Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

2.8 SECURITY / MAINTENANCE

- a) Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.
- j) The coin/bill vault areas shall not be accessible from the maintenance compartment.
- k) Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.
- l) Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.

2.9 WARRANTY / VENDOR SUPPORT

- a) Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.
- b) Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.
- c) The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:
 - i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking
- d) Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.
- e) The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- f) Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.
- g) Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.
- h) Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.
- i) Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

2.10 TRAINING

- a) Proposer shall provide a proposed training outline with their response.
- b) The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.
- c) Proposer shall cover all travel costs.

- d) Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.
- e) Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT

- a) The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.
- b) The MMS shall provide maintenance tracking with automated technical ticket generation.
- c) Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.
- d) The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.
- e) The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.
- f) The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.
- g) The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.
- h) The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
- i) MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
- j) The web-based MMS reporting analytics tool shall allow for:
 - i. custom filtering of data fields
 - ii. drop & drag report capabilities
 - iii. table creation where reports can be saved for individual or global use
- k) The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

2.12 DATA / INTEGRATION

- a) Proposer must provide real-time integration with the City's current and future parking technology and data management Vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall

confirm current integrations with the City's existing Vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

- b) Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside Vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

2.13 OTHER SERVICES

- a) With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.
- b) Describe proposed installation plan and any costs associated with the installation. Proposer will be responsible for installation and all associated hardware/equipment required, including any space numbering (if needed) and signage.
- c) The City would like to consider an option for a merchant validation program to enhance the overall patron and downtown business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fees.
- d) The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City.

2.14 LIQUIDATED DAMAGES

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Proposer pricing options. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your Proposal.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Vendor by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to Vendor by the City during the initial 12-month period of this Agreement. The Vendor agrees to pay these amounts to the City as set forth:

- **Failure of Pay Station(s).** Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$100.00 per day (each 24-hour period) per each affected Pay Station. City shall provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

- **Failure of Single Space Meter(s).** Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide Vendor with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.
- **PCO Data Security Failure.** Failure of Vendor to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Accuracy.** The City will issue a written warning to Vendor if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). The Vendor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Vendor shall be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>.

Name	Connie Wahl, City of Spokane Purchasing
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through the ProcureWare system may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 27, 2019
Question and answer period	November 27 to December 13, 2019
Last date for RFP questions requiring an Addendum	December 13, 2019
Proposals due	December 27, 2019
Evaluate Proposals	January 13, 2020
Firm Demonstrations	January 21, 2020
Negotiate contract	Quarter 1, 2020
City Council approval of contract	Pending Contract Negotiation
Begin contract work	Pending Council Approval

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. Hard paper e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date in the City Hall, City Council Chambers, Lower Level, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

B. ELECTRONIC SUBMITTAL INSTRUCTIONS

Proposers must go online to the City's online procurement system portal (<https://spokane.procureware.com>) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left-hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted through the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for one hundred twenty (120) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.10 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.11 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.13 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.14 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal.
- B. Technical Proposal.
- C. Management Proposal.
- D. Technical Requirements Table.

- E. Attachment A - Compliance Matrix (Excel File).
- F. Attachment B - Pricing Matrix/Cost Proposal (Excel File).

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.
- E. FUNCTIONALITY – How well does the solution meet the functional requirements?

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE/INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS/EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in providing and supporting Paid Parking Equipment.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **Firms must fully complete the pricing matrix excel worksheet.**

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses.

At a minimum include the following:

1. Hardware, software, professional service fees:
 - a. Software license costs
 - b. Professional services fees for implementation, training, conversion, project management and related services.
 - c. Professional services for integration (specify the integrations required if applicable).
 - d. Project expenses (travel, per diem, etc.).
 - e. Total software/hardware implementation costs.
 - f. SaaS Costs
2. Annual hardware and software maintenance fees.
 - a. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
 - b. Total on-going maintenance/support cost.
3. Installation and shipping fees.
4. Costs for subcontractors are to be broken out separately.
5. Costs must be identified on the pricing matrix excel worksheet provided.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule / Deliverables Functionality	15 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 30 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	10 Points (Maximum) 10 Points (Maximum) 40 Points (Maximum)	60 points
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 PRESENTATION DEMONSTRATIONS MAY BE REQUIRED

Written submittals and presentation demonstrations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for a presentation demonstrations and final determination of contract award. Should the City elect to hold presentation demonstrations that may include a community open house and oral interview, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

PRESENTATION SCORING:

If there are demonstrations, software will be evaluated on the demonstrated ease of use, look and feel, functionality, etc.

PRESENTATION DEMONSTRATION SCORING:

The scores from the written evaluation and the presentation demonstrations combined together will determine the apparent successful Firm.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm 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.

6.2 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.

6.3 DISPUTES

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

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 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 Firm 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 Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH unless otherwise provided by state law. A completed ACH application is required before a City Order will be issued. 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.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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; and
- 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 Firm's services to be provided under this contract; and
- 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 contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

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.

7. REQUIREMENTS

The Technical Requirements Table (below) and the attached Compliance Matrix excel workbook are categorized by various required and desired features. The Compliance Matrix and Technical Requirements Table will be used to determine the compatibility of the Firm's software to the requirements of the Paid Parking Equipment System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		

7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		

4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
7	Is City of Spokane data ever stored on non-company managed equipment?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?		
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?		
Security Policy			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?		
4	Is the information security policy communicated to constituents?		
Organizational Security			
1	Is there an individual or group responsible for security within the organization?		
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?		
3	Has an independent third-party review of the information security program been conducted in the last 12 months?		
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?		
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
6	Is the penetration testing conducted by a 3rd party?		

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
8	Are anti-virus products used and configured with daily definition updates?		
9	Are backups of systems and data performed periodically (e.g. weekly)?		
10	Is backup media stored offsite in a trusted facility?		
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
13	Are firewalls used to segment network zones and terminate connections to external networks?		
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?		
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
18	Is there an approval process to use wireless network devices?		
19	Are wireless connections encrypted?		
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?		
22	Is sensitive data on removable media, including backup tapes, encrypted?		
23	Is City of Spokane data ever stored on non-company managed equipment?		
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?		
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?		

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?		
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?		
6	Are unique user IDs used for access?		
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?		
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?		
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?		
11	Is multi-factor authentication required for remote access?		

Systems Acquisition Development & Maintenance

1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?		
2	Is access to production code and program source libraries based on the principle of least privilege?		
3	Are change control procedures required for all changes to the production environment?		
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?		
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?		
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?		
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?		
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?		

9	Does the development process follow OWASP standards for building secure applications including international security review?		
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?		
11	Do developers regularly receive detailed coding and design training in application security?		
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?		
2	Is there an Incident / Event Response team with defined roles and responsibilities?		
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?		
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?		
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?		
3	Does the product or service in question have an assured business continuity capability?		
4	Does the recovery strategy assure the continued maintenance of the service level agreements?		
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?		
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?		
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?		
3	Is there a records retention policy?		
4	Is there an independent audit function within the organization?		
Privacy			
1	Is there an individual in the organization who is responsible for privacy?		

2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?		
3	Is there a documented data flow for targeted privacy data for each jurisdiction?		
4	Does the organization control or own the delivery of Privacy Notices to customers?		
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?		
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?		
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?		
8	Is there internal monitoring for compliance with Privacy Policies and procedures?		
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?		
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP, etc)		
2	Are data transfers secured with encryption (HTTPS, SFTP, etc)		
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus, etc)		
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.		
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing		
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane		

8. PUBLIC WORKS REQUIREMENTS

8.1 PUBLIC WORKS OPTION REQUIREMENTS

Option B scope of work for this project as identified in Attachment B - Pricing Matrix/Cost Proposal constitutes a public work under state law. Option B is subject to Washington State Prevailing Wage Rates. Proposers are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their Proposal for Option B. This option may be considered separately for inclusion in award. This option may be self-performed by the City.

8.2 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.
- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

8.3 BIDDER/PROPOSER RESPONSIBILITY (MANDATORY)

Before award of the Public Works portion of the contract, the Bidder/Proposer must meet the following mandatory proposer responsibility criteria to be considered a responsible Bidder/Proposer. The Bidder/Proposer may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder/Proposer also must verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. The Proposer must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;

- C. If applicable:
- 1) Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
 - 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.
- G. In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- H. These verification requirements and responsibility criteria must be included in any subcontract at every tier for the public works project.**

8.4 CONTRACTOR REGISTRATION

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

8.5 PREVAILING WAGE – LOCAL AND STATE ASSISTED CONTRUCTION

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, December 23, 2019. Upon request, the Owner will mail a hard copy of prevailing wages for this project.

C. As the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6032 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

8.6 NON-COLLUSION

The Proposer by submitting their Proposal certifies that the Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The Proposer by submitting their Proposal certifies that, within the three-year period immediately preceding the Request for Proposal solicitation date for this Project, the Firm is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued

by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

8.7 PUBLIC WORK GUARANTEE

The Firm guarantees all work, labor and materials for the public works portion (Option B) for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Firm shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

EXHIBIT C

RESPONSE TO RFP #5207-19 PAID PARKING EQUIPMENT FOR THE CITY OF SPOKANE, WASHINGTON



ORIGINAL

Submitted by: Mr. James MacKay
MacKay Meters, Inc.

1342 Abercrombie Road, New Glasgow, NS, B2H 5E3
Tel: (902) 752-5124 x 295 Due: December 23, 2019



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December 23, 2019

Head Office:
MacKay Meters, Inc.

P.O. Box 338
1342 Abercrombie Road
New Glasgow, Nova Scotia
Canada, B2H 5E3

LETTER OF SUBMITTAL

Tel: (902) 752-5124
Fax: (902) 752-5955

To Whom It May Concern,

MacKay Meters, Inc. ("MacKay"), is pleased to submit our response to the **RFP #5207-19 PAID PARKING EQUIPMENT** for the City of Spokane ("City"). Our response provides information on all three types of parking hardware the City is interested in: the mkBeacon™ ("mkBeacon" or "mkBeacon 2Bay") single or dual space meters and the MacKay Tango™ ("Tango") pay stations. Our cutting-edge web-based Sentinel™ Meter Management System ("Sentinel™ MMS" or "MMS") software along with mkAnalytics™, our newest and the industry's most flexible analytic tool, is also part of our provided information package.

MacKay Meters, Inc. is a division of J.J. MacKay Canada limited and is a registered corporation in Florida. MacKay has gained global recognition in the parking industry by providing our customers with impeccable customer service, and robust innovative products that are consistently recognized as being on the leading edge of technology. We have a 60-year history in the provision of products and services to all levels of local government including major cities not only in the United States and Canada, but also internationally.

Over the past 60 years, MacKay has gained crucial experience in deploying large scale procurements. Recently, MacKay has successfully delivered over 500 pay stations to San Francisco Municipal Transportation Agency, and has been chosen as the primary supplier of multi-space and single-space meters for the City of Vancouver, BC, with 400 Pay Stations installed during 2018 and 2019. Currently, MacKay is in the process of installing 1250 pay stations in the City of Montreal, Quebec.

The mkBeacon wireless single space or 2-Bay meter accepts coin, credit card, smart card, and cellular payment. The mkBeacon™ meter uses solar power, has a large display with an easy to use piezo style keypad, utilizes the latest payment technology, all while featuring a new modular design. The exterior components of the mkBeacon™ meter are precision made, injection molded parts, made of an extremely durable, light weight, impact resistant polycarbonate copolymer resin material that will not corrode. The precision fit of the injection molded parts minimizes gaps and water ingress into the interior of the meter. The meter components mate tightly with the tubular stainless steel rear exterior housing of the mkBeacon™ meter, and together provide a very strong, weather proof exterior casing. The interior bracketry is made with recyclable plastics. **The mkBeacon meter is the world's ONLY battery neutral single space meter, and will save the City THOUSANDS of dollars in battery costs.** This meter is the industry's "greenest" and most technologically-advanced parking meter, and one that would fit very well on your streets.



MacKay Meters produces some of the strongest, most secure, vandal-resistant housings in the industry today. As part of this proposal, and in addition to the mkBeacon meters, MacKay is offering the MKH4500 vault as a complete turn key solution consisting of brand NEW products from the pole up.

MacKay has developed a smaller, lighter, and simpler solution to multi-space parking – the MacKay Tango™. The Tango™ supports various payment options including coins, tokens, smart cards, magnetic stripe and contactless credit cards as well as non-pin debit cards.



The TANGO, along with all MacKay equipment, is designed to adhere to today's stringent PCI DSS, PA-DSS, ADA and ISO 9001:2008 requirements.

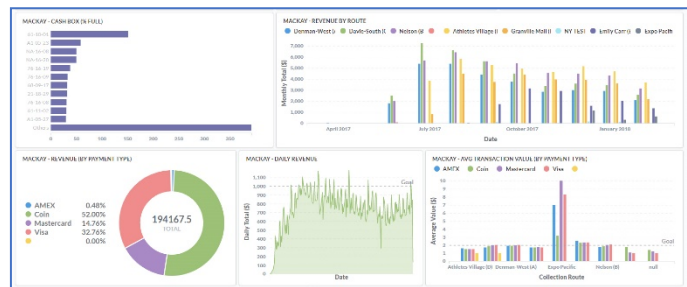
Our hosted, Sentinel™ MMS is an extremely intuitive maintenance and reporting data aggregation tool. The Sentinel™ MMS will provide real time information to the City, allowing you to make decisions concerning the parking system based on specific data. Sentinel™ MMS offers a dashboard view of all parking operations including maintenance reports, financial reporting, event scheduling, alerts, rate management and third-party functionality.

Sentinel™ MMS was designed using best practices providing the ease of integration with third parties such as mobile payment providers, vehicle detection providers, enforcement providers and reporting tool providers.

mkAnalytics™ is a newly released add-on for Sentinel™ MMS that allows the City to design their own reports and dashboards with timelines, pie charts, bar graph and dozens of helpful ways to better display and communicate data. It includes daily emails for pushing certain reports to individuals or groups and the flexibility to query anything in the collected



I am confident that as you read through our response, you will come to the conclusion that the MacKay product line, is the right choice for you. We are the industry's most exciting company, providing products at the lowest price point, with an existing and robust interface and with several third party mobile payment providers and enforcement solutions. We have the open architecture design in our back-end meter management system that is the new standard in these projects that need to interface with other pieces of your puzzle. Simply put, MacKay is bringing the most experienced team, the most dynamic product and the most flexible software suite as our offering to you.



We look forward to the opportunities that this process presents and are confident the City will benefit from a partnership with MacKay for many years to come. MacKay will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Sincerely,

David Forbes
Western Sales
MacKay Meters, Inc.
902-752-5124 ext. 608
david.forbes@mackaymeters.com



1. TECHNICAL PROPOSAL

1.1 PROJECT APPROACH / METHODOLOGY

It is our understanding that the City of Spokane is looking for newer technologies in order to upgrade their existing parking meters and pay stations that will allow them to take full advantage of newer payment options, communications capabilities, product integrations, analytics, improved maintenance functionality and meter management tools.

MacKay is in a unique position being able to offer all three of the products the City is interested in learning about; single space meters, dual space meters and pay stations. MacKay also understands that the City has the option of selecting equipment from more than one vendor, so rest assured, MacKay is very open to working along side other vendors to ensure the best system for you.

MacKay is offering a solution that can be installed in stages or all at once if the City chooses. Strong emphasis on staff training and ongoing support from our customer service team is ensured. This way, the City controls their meters without the need of third-party management companies in handling maintenance and repair needs. All our meters and pay stations are modular and easily maintained with a small cache of spare parts.

1.2 WORK PLAN

MacKay proposes to supply the City with a combination of single and dual space meters to cover on-street parking where existing meters are in need of upgrading. The existing infrastructure of poles reduces the overall cost of implementing this work plan versus installation of new pay stations on-street. The mkBeacon provides a newer, cutting edge approach to single / dual space parking. When someone parks in an open space with a new mkBeacon single or dual space meter, they don't have far to walk to get to the meter, all instructions are communicated on a large LCD screen, all major payment options are available (except bills) and enforcement is easily verified visually at the pole through bright LED lights. The implementation of a dual space meter reduces the City's costs significantly where one meter can manage two spaces.

The MacKay Tango offers a low cost solution for lots or areas without pole infrastructure and includes parts that are common with the mkBeacon which allows the city to have a single spare parts list. The Tango is small yet strong and is non-imposing on a street scape.



The Sentinel Meter Management system integrates the mkBeacon and Tango maintenance, financial and enforcement functionality under one platform. It is browser based, highly configurable and designed to work easily with third party solutions such as mobile payment, sensors and enforcement applications.

In general, the work plan would entail identifying the meter locations that the City wishes to upgrade to determine the type and quantity of meters required. Next, MacKay will work with the City to determine the best configuration of those meters that will allow for an easier transition and also allow for future upgradability. MacKay will then build the meters and schedule delivery, training, installation and implementation of the meters.

On-site training will be provided for all you parking staff (maintenance, financial and enforcement) during the installation process and follow-up training will be provided as needed. Integration with third party applications will be setup prior to installation where requested.

1.3 PROJECT SCHEDULE

The following is a sample Project Schedule typically undertaken for the delivery of single / dual space meters and pay stations for approximately 5000 spaces:

MacKay General Meter Project (5000 spaces)	~120 days	
MacKay Process	56 days	
Sales Order Approved	2 days	MacKay
MacKay Product Specifications Package Sent to Customer	1 day	MacKay
Project Kick-off Meeting	2 days	
Confirm Order Details	1 hr	Customer, MacKay
Ensure Shipping Address is correct	1 hr	Customer
Communicate Merchant Account Details	1 hr	MacKay
Discuss 3rd Party Integrations	1 hr	Customer, MacKay
Sentinel Services Explained	1 hr	MacKay
Rates Discussion	1 hr	Customer, MacKay
Signage / Decal Requirements	1 hr	Customer
Installation Requirements	1 hr	Customer, MacKay
Expected Go-Live Date	1 hr	Customer, MacKay
Obtain End User Information	1 hr	Customer
Training Requirements	1 day	



Confirm Training Requirements	2 hr	Customer
Confirm who will participate in the Training	1 hr	Customer
If remote of On Site allocate time	1 hr	Customer, MacKay
Review Returned Information	10 Days	
GHN Agreement Signed	5 days	Customer
Review of Configuration Information	5 days	MacKay
Merchant Account / CreditCall Setup	10 Days	
Confirm Approved Merchant Account is being setup	0.5 hrs	Customer, MacKay
Proper Merchant Info Returned To MacKay	10 days	Customer
Sentinel Setup	14 days	
Customer Added to Sentinel	2 days	MacKay
Enter Units in to Sentinel	3 days	MacKay
Merchant Account info entered into Sentinel	1 days	MacKay
Specified Sentinel Services Activated	7 days	MacKay
Meter Name(s) and Location Setup Confirmed	1 day	Customer
Production and Shipping (concurrent with other setup)	40 days	
Production Buffer	40 days	MacKay
Ship Units	1 day	MacKay
Arrive at Customer	7 days	MacKay
MacKay Technician - Travel	1 day	
Book Travel	1 day	
Flights	1 day	MacKay
Hotel	1 day	MacKay
Ground Transport	1 day	MacKay
Travel to Location	1 day	MacKay
Customer Process	66 days	
Equipment Install and Configuration	~60 days	
Install Meters	60 days	MacKay, Customer
Signage Installed	60 days	Customer
Training	4 days	
Train Customer on Hardware / Meters	1 day	Customer, MacKay
Train Customer on Sentinel	1 day	Customer, MacKay
Configure Meters	1 day	Customer, MacKay



Meter(s) Verified Online	1 hr	MacKay
Go-Live Preparation	1 day	
Rates Approved	1 hr	MacKay, Customer
Receipt Messaging Approved	1 hr	Customer
3rd Party Integrations Ready	1 hr	Customer, MacKay
Merchant Account Live	1 hr	Customer, MacKay
Screen Messaging Approved	1 hr	Customer
Go Live Date	1 hr	Customer, MacKay
Customer Services Handoff	1 day	
Project Close Meeting	1 day	Customer, MacKay
Hand off to Customer Services	1 hr	MacKay



1.4 DELIVERABLES - MKBEACON DETAILED PRODUCT DESCRIPTION

The mkBeacon comes in single or dual (2-Bay) space versions depending upon the location. Other than software, the primary difference is the dual space keypad includes left and right space options. Typically, a dual space mkBeacon will replace two older meters on one pole given these meter poles are usually installed between two spaces.

Figure 1 - two single space meters can be replaced by a dual space mkBeacon

1.4.1 mkBeacon Housing

The mkBeacon consists of high strength polycarbonate front cover assembly attached to a rear tubular stainless steel frame. All electronic components and sub-assemblies are held or mounted within the front cover assembly which locks onto the rear frame assembly. The rear frame assembly is securely bolted to the vault housing (either existing housing or new MKH housing vault).



When placed into and secured into traditional meter housing, there is no longer a need for a traditional mechanism housing “top” and “cap” as the mkBeacon front and rear assemblies replace these portions of the housing. Only the existing housing vault is used (or replaced with a new housing vault where needed). The mkBeacon is designed such that when unlocked, the front cover assembly can be easily lifted up to a service position or lifted up fully until it becomes detached and removed from the rear frame assembly and meter housing.

The front cover assembly has a unique service position feature in that it can be slid upwards relative to the back frame to a fixed/locked position. This allows for the most common forms of service work such as inspecting/clearing coin chutes, card slots and battery replacement to be done with the meter held in place freeing up the technician’s hands.

When viewed from the front, the separate coin and card slots are visible as is the “NFC/Tap” reader area for making contactless payments. All payment modes are accessible to the user when the mkBeacon is properly installed into place with the rear frame assembly.

Figure 2 - Single space mkBeacon wireless meter





Above the user keypad is the back-lit graphics LCD, visible through a rectangular opening on the front cover. Above the LCD, are the light sensor and three visual indicator LEDs for use by enforcement and maintenance staff. The red and green LEDs are used for enforcement or meter status indication, usually to indicate that the meter is OK/in a valid “time purchased” state or to indicate that the meter is in an expired state. The yellow LED is used primarily to indicate that service or maintenance is required.

Figure 3 - Maintenance friendly access for on-street servicing

Above these three LEDs is a fourth LED light designed to illuminate the front face and controls and payment slots on the mkBeacon under low light conditions.



The card slot is for accepting chip based smart cards, as well as traditional magnetic stripe type credit cards. An optional contactless card reader can be installed to the right of the coin slot for “Tap” NFC payment..

1.4.2 Protection of Electronic Components



The electronic components are all conformal coated to protect against moisture.

Figure 4 – Dual space (2-Bay) mkBeacon wireless meter

The protective covers used on the mkBeacon are made of a clear, ¼” thick Lexan® polycarbonate which has an added UV inhibitor which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

The mkBeacon meters have a series of “air flutes” or channels built into their design. Attention giving to water ingress and water exposure ensures that rain water cannot easily enter the housing and is designed to provide for air circulation for the escape of moist air that may otherwise be trapped inside the housing.

Furthermore, condensation build-up inside the meter is minimized by air circulation within the meter cavity that the meter post is straight/vertical allowing water to drain properly from the housing. It is suggested that installed meter



posts have ¼ inch drain holes drilled 6 inches above the base and 6 inches below the housing to help allow water and condensation to escape from the mounting poles.

1.4.3 Power

The mkBeacon is the worlds **ONLY single space meter that runs entirely on renewable energy**. A single Lithium-Ion battery pack (6 x AA or 12 x AA) provides enough power to keep the meter running and support all functionality. Assuming a fully charged new battery, the typical estimated life expectancy of a rechargeable battery pack is about four to five years. MacKay also provides a battery charging station so the City can always have charged batteries on their shelves IF a battery does need replacement.



Figure 5 - rechargeable lithium-ion battery pack

1.4.4 mkBeacon Display Screens and LEDs

The mkBeacon has a large, high contrast, graphics capable, backlit, liquid crystal display, which provides for contrast adjustment. The display is protected by a high quality, ¼” thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the display. The large display allows for the presentation of large, easily read characters and text. The display is a vertical, flat facing design, allowing for easy viewing for most users and also ensuring that rain water will readily run off the display, providing a “self-cleaning” aspect

Design and deployment of the mkBeacon screens is managed via the Display Editor within the Sentinel™ MMS. The display supports up to 8 lines of text, 5 font sizes, and up to 3 panels per status... all customizable.



Figure 6 - Customizable display screen showing payment options



1.4.5 Visual Enforcement

The mkBeacon meters have visual enforcement indicators on both the front (sidewalk-facing) and the back (street-facing) sides of each meter



Figure 7 - Front Enforcement LEDs

The front display of the meter is large and provides clearly visible indication of the current meter payment status to end users and enforcement officers. If there is any parking time remaining, two pairs of large digits, separated by a colon, will be displayed indicating the time remaining in hours and minutes. A large “EXPIRED” graphic will be displayed to indicate that there is no count down time remaining on the meter (i.e. time expired).

“Super-bright” type LED enforcement indicators are present on both the front and rear of the mechanism. LED indicators are used for indication of the following conditions: Green - “paid,” Red - “expired,” and Yellow for both - “out of order,” or “maintenance required.” The LEDs can be configured to be ON or OFF or to blink during different periods of the day and at a specified blink rate. The brightness of the LEDs is factory configurable for both daytime and nighttime viewing and can be changed by making a factory adjustment of the LED blink on-period.

1.4.6 Coin Chute

The most current version of MacKay’s SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors.



Figure 8 - MacKay's patented SmartChute™ Plus



In addition to these five sensors, a series of individual “anti-pull back” flippers are located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers.

The coin chute can be programmed to accept up to 16 different coins or tokens and is typically setup to accept all US quarters, nickels, dimes, and dollar coins. Customized to the City’s specifications.

1.4.7 Card Reader Payment and Processing

The mkBeacon is capable of accepting in real time, both magnetic stripe type or contactless type credit cards, including NFC enabled devices that emulate contactless credit cards, issued by the major card brands. All credit card transactions that originate at any MacKay parking meters are authorized using an internet-based, secure payment gateway solution provided by CreditCall Ltd. (“Payment Gateway”). When a credit card (CC) is swiped or tapped at the point of sale, the meter initially performs basic checks for card type, and expiry date, as well as checking for being on the ‘Hotlist’ file. If any of these local checks fails, the transaction is immediately declined and aborted, with an appropriate message displayed to the cardholder. If the swiped card is a valid CC, the Presented products attempt to connect to the internet wirelessly, via a cellular radio/modem, registered on the appropriate CDMA, GPRS or HSPA network. The behavior of the meter from this point forward is dependent on activation of the “hold and send” feature.

If the “hold and send” feature is NOT active, CC authorization is only possible if the meter successfully connects to the Cellular Network and establishes a secure connection to the Payment Gateway. If the Cellular Network connection is successful, the meter then establishes a secure SSLv3 socket connection, to the Payment Gateway, forwards the CC details to the Payment Gateway and waits for a response. The Payment Gateway will forward the transaction to the cardholder’s issuing bank, through the merchant’s processor which will either authorize or decline the transaction. The response is passed back to the meter by the Payment Gateway. If the CC transaction is authorized, the cardholder is provided a confirmation of payment on the screen by the award of parking time on the meter. An appropriate message is displayed if the credit card is declined.



Figure 9 - Card Reader, Coin Slot and Contactless Card payment options

If the “hold and send” feature is active, the meter behavior is similar to what is described above; however, if the time to establish the Cellular Network connection or connecting to the Payment Gateway exceeds a programmable period of time, the CC transaction will be accepted by the meter without authorization. In this circumstance the cardholder is provided a confirmation of payment on the screen, by the award of parking time on the meter. The meter will continue to attempt to make a network/gateway connection to authorize this transaction for a programmable period of time. If any attempt is successful, the CC transaction gets authorized or declined in the usual fashion. If no attempt made in that period was successful, the meter will hold the transaction until the next established network connection. Parking time awarded to a cardholder is never taken away or removed in the event that the CC transaction is subsequently declined. The number of credit card transactions that can be accepted and held by the meter at any given time is programmable via the Sentinel™ MMS, with the maximum limit set at 15 transactions.

The card payment slot restricts the width and thickness of the card being inserted to that of a standard sized credit or debit card. Also, the card payment slot is purposely narrowed to restrict the insertion of coins and similar such items. Card insertion with the magnetic stripe orientated in the incorrect orientation cannot be easily done because the raised embossing of the credit card acts as an obstruction to the card slot.

The card slot can be setup to accept VISA, MasterCard, American Express, Discover and Diner’s Club cards depending upon what the City chooses.



1.4.8 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the mkBEacon™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay.

Figure 10 - mkBeacon with contactless payment (Apple Pay) accepted



1.4.9 MacKay's Cellular Technology

The cellular modem devices proposed for use with MacKay's wireless solutions are the 'MTSMC' series Socket Modem devices manufactured by Multi-Tech Systems Inc. These are fully modular approved, high performance, low power 'Data Only' devices ideally suited for 'machine-to-machine' applications such as on-street parking. The MTSMC devices available offer 4G-LTE as well as 2G or 3G, GSM or CDMA data performance. All MTSMC Socket Modem series devices are end to end carrier certified/approved as an end use device. All models in this 'MTSMC' series of Socket Modems share the same hardware footprint, allowing MacKay to offer its customers cellular radio solutions covering all major cellular networks/frequency bands.

A handheld signal strength device can be used prior to installation to determine the best cellular carrier in the area and the modem can then be setup for that carrier.

1.4.10 Switching Network Technologies with the mkBeacon™

The modular design of the quick-release radio-drawer used in the mkBeacon™ parking meter allows it to be easily replaced with an alternative radio if the existing radio type is not effective in that area of the City or if it needs to be serviced. The radio-drawer design allows alternative wireless solutions, including HSPA, EVDO, and LTE to be supported without the need to replace the entire parking meter and incurring the added expense a full replacement would entail.

The radio assembly is located near the top of the mkBeacon™ meter. By simply turning the locking pins (thumb screws – one on each side) 90 degrees counter clockwise will unlock the compartment. The pins will come loose but will stay attached to the assembly. At this point the communications module can be pulled out and replaced with any alternative wireless communications module. No



special tools and no need to replace anything more than the communications module of the mkBeacon™.



Figure 11 - mkBeacon communications module - easily removed and replaced

1.4.11 Operating System and Meter Interface

The mkBeacon meter includes MacKay proprietary operating system that allows it to operate as efficiently as it does. The meter has a number of interfaces that are externally accessible when the meter is in its closed and locked position. The interfaces available are the 4 - 6, large buttons, placed next to the front display and the payment slots/surfaces (1-coin slot, 1-card slot, and 1-contactless card “tap” surface). The buttons, are fully sealed, ‘Piezo’ type, and feature permanent label markings. Buttons were chosen to be user-friendly with ADA considerations in mind.

The Piezo style buttons or 6 Button Pad feature no moving parts and can only be activated by physically pressing the button. Piezo type buttons were chosen over capacitive style buttons, because they don’t rely on the ‘skin effect’ from a user’s finger to work, and they don’t false trigger, or become desensitized over time.

The coin payment slot is used to make cash payment at the meters. In addition, the coin slot also acts as the interface for PMRs using a PDT handheld device whereby a narrow RF probe inserts into the coin slot to initiate data transfer with the meter.



Figure 12 - mkBeacon Piezo control buttons (shown on 2-Bay mkBeacon monitoring 2 spaces)



The meter button functions differ depending on the mode of use, 'USER' mode or 'MAINTENANCE' mode.

In 'USER' mode, the UP or DOWN arrows are used by the public to select the amount of parking time desired, where pressing the UP arrow will increase or Add (+) park time up to the MAX park time allowed and the DOWN arrow will decrease or Subtract (-) park time to the MIN purchase amount. Once the MAX park time allowed or the MIN purchase amounts are displayed, a subsequent press of the same button will display the MIN purchase amount or the MAX park time allowed respectively. Once the desired amount of park time is displayed the user can either press the GREEN 'Checkmark' button to confirm the amount or press the 'X' button to cancel the transaction, and start over. If no buttons are pressed for a programmable period of time, any initiated transaction will automatically be cancelled and the meter will revert back to its idle state.

Confirmation of a card transaction by pressing the 'Checkmark' button is followed by a swipe of a credit card, insertion of a smart parking card or TAP of a contactless credit card at the contactless payment area. Alternatively, the meter can be configured to allow the presentation of any card to act as the confirmation, (swipe/tap to confirm) where after the desired amount of time has been selected, the user can simply swipe a credit card, insert a smart parking card or TAP a contactless credit card at the contactless payment area, without the need to press the 'Checkmark' button.

1.4.12 Collection Card

The collection card, when inserted into the mkBeacon card slot, resets the audit report and notifies Sentinel that the coin box is being removed / emptied.



Figure 13 - The Front and Back of a mkBeacon Collection Card

The collection staff member inserts the card as instructed and then empties the coin vault. All audits are then available on Sentinel MMS.



Note: If the collection staff member neglects to use the card, the mkBeacon continues to add new coins to the previous audit. The next time card is used the audit resets then and the audit file reflects the coins from two collection periods.

1.4.13 Maintenance Card

The maintenance card allows a staff member to access a menu of options on the mkBeacon.



Figure 14 - The Front and Back of the mkBeacon Maintenance Card

The options include:

Quick Test – diagnostic screens showing meter information, radio status, battery voltages, coin chute status and electronic status. Quick test does not change the time on the meter when it is run.

Radio Test – powers up the radio and connects to the central server to verify the radio is operating properly.

Collection - same as using the collection card

Lamp Test - restarts the meter and checks for updates. Any time on meter is lost.

Force Offline – Stops the meter from accept payment. No time can be added.

Clear Offline - Returns the meter to active from “Force Offline”

Clear Time – removes time from the meter back to zero.

Add Time – Allows the staff member to add time to the meter

Enter Test mode – puts the meter into test mode where payment can be tested and time added to the meter.

Try Payment Input – allows the staff member to test all payment devices without any payment going through or time added to the meter.

Adjust Contrast – Allows the maintenance staff to adjust the contrast on the display.

1.4.14 M Series Lock Assembly and Optional Medeco NexGen Electronic Locks

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable.



1.4.15 M Series Lock and Optional Medeco Electronic Locks

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

The Medeco electronic Cam Locks are an ideal for loss and liability management. The cylinder requires no wiring to the door and is powered by the Medeco rechargeable key (sold separately). The cylinder is designed for interior and exterior use with an operating temperature rating of -40 degrees Fahrenheit to 140 degrees Fahrenheit. Flexible authorization, auditing of use and quick retrofit to existing hardware are all in one convenient package.



Figure 15 - Medeco Electronic Lock cam

1.4.16 Mobile Payment

MacKay provides several fully integrated solutions for accepting mobile payment. Rather than build a single, proprietary application that only works with our equipment, MacKay developed an API interface that works with most mobile payment applications present today. This way, the City can choose the mobile payment application that best fits their needs. For single or 2-Bay space meters, mobile payment allows the user to pay for a specific space that is denoted by a space number on the meter or post. The user enters the space number, pays for the desired amount of time and leaves. The transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to the meter (optional functionality) so that the time show on the meter. If the City chooses not to display the time on the meter, then the transaction data is typically sent to an enforcement application that the enforcement officer can access remotely.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.



MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- ParkMobile
- Pay by Phone
- MacKay Pay
- And others



1.4.17 MKH4000 HIGH SECURITY HOUSING (ONLY VAULT REQUIRED)

The MacKay MKH4000 features a precision- machined meter housing constructed entirely of durable ductile iron with a tensile strength of 65,000 PSI. The housing has a special tapered design for increased strength and security. The MKH4000 includes our largest vault in a tough wrinkle finish with an extended coin can. The coin canister holds up \$100 in mixed U.S. coins. For complete specifications and details, please see the MKH4000 brochure in the Appendix.

Note: only the vault portion of the MKH4000 is used with mkBeacon meters as the mkBeacon is built with its own upper housing that fits onto the vault.



Figure 16 - MKH4000 High Security Housing vault



MK BEACONTM



MKBEACONTM 2-Bay Meter



Key features:

- Supports single-space or multi-bay parking.
- EMV compliant, PA-DSS certified and FCC approved.
- Accepts coins, credit cards, contactless credit cards and smart cards.
- MacKay's patented SmartChuteTM coin validation technology.
- Green Technology - High efficiency solar panel providing long-lasting power to a single, rechargeable battery pack.
- Runs entirely on renewable energy.
- Superior design for serviceability providing quick access to components for on-street maintenance.
- Large high contrast graphics display.
- Bright, front and rear enforcement LEDs can be easily seen from passing enforcement vehicles.
- Powerful off-site monitoring capabilities using SentinelTM Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Fits into existing housings or ships with new vault and coin can ready for the street.
- Manufactured under stringent ISO 9001:2008 certified quality process.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

www.mackaymeters.com



SPECIFICATIONS

General Specifications

- Compatible with all MacKay mechanism housings and many competitor's housings.
- Manufactured under ISO 9001:2008 certified quality processes.
- Designed to work under extreme environmental conditions.
- Operating temperature range:
-22°F (-30°C) to 176°F (80°C).

Power Source Details

- High efficiency, solar recharged, lithium-ion battery pack.
- Battery pack is easy to replace on-street without the use of tools.

Keypad & Human Interface Details

- Sealed weather proof buttons for selecting menu items.
- Standard buttons include an up arrow, down arrow, "✓" for accept and "X" for cancel.
- Audible feedback with all button presses.

Front Graphical Display



- High contrast and high visibility Liquid Crystal Display (LCD) and Light Emitting Diode (LED) backlight technologies.
- LCD has fully programmable displays and LED back light for effective night-time operation.
- Large 4.25" (108 mm) display.
- Client controlled customizable screens that can be sent remotely using Sentinel™ Meter Management System (MMS)

Front and Rear LEDs

- Dual colour (Red/Green) Super Bright LED's on both front and rear.
- Flashing LED visible at distance of 80 feet (24 meters) at night.

Communication and Data Transfer

- Supports multiple secure interfaces for communication including:
 - Wireless cellular radio 3G and 4G cellular (HSPA, EVDO, LTE)
 - X-Key programming port
 - Future Expansions

LED Night Light

- Bright LED provides light for the buttons and payment options during dark hours.

Coin Payment

- Patented SmartChute™ coin discriminator proven in hundreds of thousands of meters worldwide.
- 3-coil design provides accurate coin reads and long life.
- Straight-drop/clear view coin chute allows for superior detection and removal of foreign objects.
- Coin chute is easily and quickly replaced/ serviced in the field without the need for special tools.
- Coin chute calibration or chute training is not required.
- Sorts up to 16 different coin/token signatures and uses a single stainless steel entrance slot.
- Can be programmed to detect non-metallic jams such as paper/gum.
- Validates and discriminates coins electronically by two different coil sensors/methods.
- Invalid coin indicator on display.

Credit Card and Smart Card Payment

- Single card slot for both credit card and smart card payment.
- Card reader rated at 50,000 insertions and is easily and quickly replaced / serviced in the field without special tools.
- Real time credit card authorization through cellular communications.
- PA-DSS validated.
- Angled insertion design to prevent water ingress.
- Programmable² to support numerous ISO7816 compliant smart card payment technologies including:
 - Microprocessor cards
 - Reloadable stored value memory cards
 - Other custom card payment schemes

Contactless Payment

- compact module easily serviced/replaced
- EMV compliant reader supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip.
- EMV Certified by major card associations, FCC/CE Certified Class B

On-Street Serviceability

- Easy on-street replacement of cellular modem, coin chute, card reader, batteries, contactless reader, and solar panel.

Transaction Data

- All operational, maintenance and financial data is sent wirelessly to Sentinel™ MMS.



Programmable Features

- Highly flexible rate/tariff/max-time structure including:
 - Up to sixteen (16) defined rates with defined max time for each.
 - Standard rate operation.
 - Time-of day rate/max time control.
 - Day-of-week rate/max time control.
 - Day-of-year rate/max time control.
 - Progressive/regressive tariffs.
 - Cumulative grace.

Meter Management System Features

- Remote programming and monitoring using Sentinel™ MMS.
- Meter revenue audit including credit cards by type, individualized coin counts, plus total invalid coin count.
- Separate time-stamped transaction (coin/card) and maintenance logs for ticket adjudication.
- Transaction log stores time-stamped data for the coin and card transactions.
- Maintenance log stores time-stamped data for the all maintenance events.
- Swapping/moving meters within a meter system.
- Audit disable for coin/card check during:
 - Maintenance/testing.
 - Time/rate programming.
 - Meter maintenance.
 - Meter/post inventory.
- Password protected - user and group level security features.

Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and/or materials.

Contact your local representative for further information.



Easy Access for On-Street Servicing

[1] Certain restrictions and/or costs may apply.



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Web www.mackaymeters.com

Sales Office:





1.5 DELIVERABLES - THE MACKAY TANGO™ PAYSTATION

Figure 17 – MacKay TANGO™ with optional alpha-numeric keypad for Pay by Plate

The Tango allows for tailor-made parking programs. System modes include:

Pay and Display: In this mode, a customer purchases parking time and receives a printed ticket indicating the ticket expiry time, which is then placed and displayed on the paying customer's car dashboard.



Pay by Space: In this mode, a customer enters a space number into the meter corresponding to the location of their parked vehicle, and then makes payment appropriate to their desired parking time. The space manager in the Tango or in a remote space manager server keeps track of paid and expired spaces. There is no need to return to one's vehicle.

Pay by Plate: In this mode, a customer enters their license plate number into the meter. The space manager keeps track of paid and expired plates. Enforcement officers can check at the Tango or online at a secure enforcement database for paid license plate numbers.

POWER OPTIONS
Solar power operation
Battery is commercially available
Battery life exceeds 100 transactions per day under battery only operation and lasts at least 14 days without recharging. Life expectancy of 3 – 5 years under normal usage.
18 Ah or 40 Ah battery acts as the main power source and is charged via the solar panel
Temperature operating range of the battery is -20°C to 50°C (-4°F to 122°F) charge, -30°C to 60°C (-22°F to 140°F) discharge
Battery voltage/amps can be checked externally without opening the meter
Battery voltage/amps can to be checked remotely
Low battery is treated as a remote alarm function
Battery is stored independent of all other meter components (lower service cabinet)
The battery can be exchanged in less than one minute without special tools



Flash Memory, clock, configuration, etc. re-sync with a central server when power is restored, thus eliminating the need for a second battery.

1.5.1 Power

The Tango is powered by a commercially available 40 Ah rechargeable battery that is continually charged by a large integrated solar panel on the top of the unit. The Tango can remain power-neutral for a normal days usage with approximately 2 – 3 hours of sunlight. The typical estimated life expectancy of the Tango's rechargeable battery is approximately three to five years. The battery life of the Tango is maximised using its proprietary software and hardware battery life conservation tools which manage the power consumption of the meter during the battery operational life cycle. Should the battery charge get low, an alert will be sent to the meter management system (Sentinel) to allow maintenance to swap the battery and manually charge it for use in another unit.



Figure 18 - Integrated solar panel on the top of the MacKay Tango™

A second battery is not used nor is it required in the Tango. The Tango retains the audit and calendar information as well as other operational log files in non-volatile Flash memory that is retained even when power is removed, or the main battery goes completely dead. This type of memory is reprogrammable and as such, it does not need to be physically removed to effect new tariff structures or other configuration changes. When power is restored to the Tango, communications with the host server is established through the wireless modem and the clock and calendar are automatically updated.

HOUSING AND EXTERNAL SECURITY
Cabinet is made of high strength, 9-gauge stainless steel
Paint is powder coat - vandal and weather resistant
Custom colors are available. Standard colors are black and grey tones.
All doors and openings are equipped with rubber seals to prevent water ingress
Cabinet meets ADA & OADA Standards for handicapped access
Bolts, meter to pedestal and anchors are internal
Meter has 9 locking points on the vault door and is extremely vandal resistant
Locks are flush mounted and hidden
Locks have anti-drill protection
MacKay uses Medeco High security locks on the Tango



Choice of Cabinet is available as being one or two-piece construction, typical production is two-piece construction to meet Union rules for civil employees' lifting/weight restrictions. Ease of maintenance and/or storage requirements.

1.5.2 Cabinet Security

The Tango's cabinet and doors are made of welded reinforced Grade 304-2B, 9 gauge stainless steel which is extremely hard and it is both difficult and time consuming to cut and drill through, requiring industrial grade cutting tools. Such a cutting/drilling vandal attack would be both time consuming and extremely noisy.

Figure 19 - The MacKay Tango™ pay station with optional contactless card payment

The Tango is protected from theft of coins, data and internal components as it is secured by high-security Medeco locks with anti-drill protection. Each vault door can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

Each of the two (2) external door access locks on the Tango is hidden and protected by a stainless steel, lock shutter mechanism intended to resist drilling and/or malicious vandalism by the insertion of foreign objects. The shutters also provide the locks protection from the natural elements.

The Tango was designed with resistance to vandalism and burglary attack in mind. Each access door is mounted to ensure a tight fit, resisting forced entry by the use of prying devices. The Tango's design is such that there are three distinct compartments, each separated by heavy steel. The cash box is located in the center of a double walled, cash vault compartment. Access to the cash vault is not possible from the open upper service cabinet, or the open lower service space.

Other standard security features of the Tango include:

- The upper cabinet door locking mechanism is made of a 3/16" thick stainless steel bar establishing three (3) separate locking points with the main door. A high security Medeco key is used to actuate the locking mechanism. The possibility of key breakage is very low. The locking mechanism is designed to be locked by default so any intrusion is minimized in the case of a lock failure or malfunction. This locking system allows access to the upper cabinet for maintenance purposes and replenishment of tickets. Keys for this cabinet should be





assigned only to technical and/or maintenance personnel. Access to the cash vault is not possible from inside the upper cabinet.

- The vault door locking mechanism is made of four (4) 10-gauge, stainless steel, slide bars offering a total of nine (9) locking points distributed on all four sides of the door, which has both an inner and outer steel wall and is equipped with a high security Medeco lock or optional Medeco XT electronic lock. This locking system allows access only to the cash vault for cash box removal/replacement. Keys should be assigned only to the collection personnel. The collection vault keys do not allow access to the cash box contents.
- The vault door in front of the cash vault is a double walled door. As well, the upper cabinet and vault doors are equipped with switches allowing detection of any opening of the vault door. If a change in the switch status is detected (i.e. opened or closed), and the presence or absence of the cash box, the Tango will send an alert message to the Sentinel™ MMS providing notification whenever these events happen (i.e. during collection or maintenance).

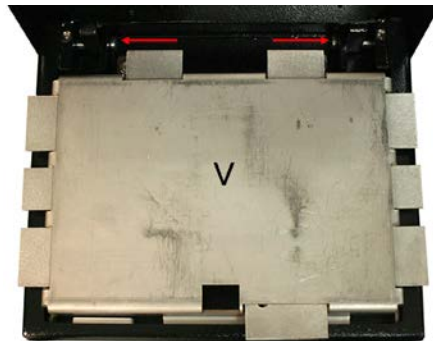


Figure 20 – Cash Vault Door Showing Locking Points

Vandalized door locks will not normally need to be drilled out to effect repair or replacement, as the Tango features an innovative vault door removal and replacement method, which can be carried out with access to the upper maintenance area, and specialized training in the procedure and use of special MacKay tools provided for this purpose.

1.5.3 Colour and Appearance

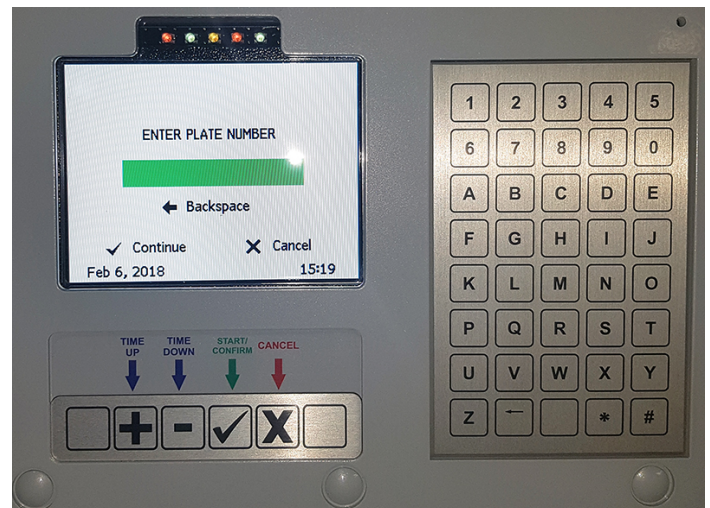
The overall dimensions of the Tango are 53.5 inches (1359 mm) in height, 12.4 inches (315 mm) in width and 13.75 inches (349 mm) in depth. The Tango is made of stainless steel and is coated with a high quality Powder coat and baked on painting process, which is resistant to scratches and will not rust. The standard color is black but can be painted in most any color. The marking of each machine includes an international parking symbol installed on both the left and right hand side of each Tango. These are high quality vinyl signs measuring approximately 6.75" in diameter and are 0.009" thick. Each vinyl sign consists of a white or silver reflective letter "P" on a blue background.


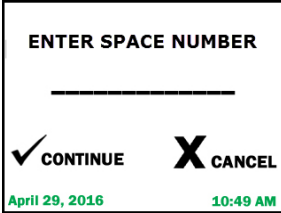
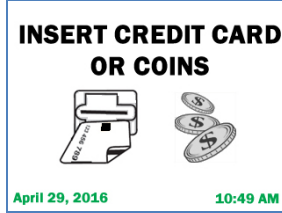


FACE PLATE COMPONENTS
Screen is protected by a 6.35mm thick MR10 Lexan cover
Meter has a weather resistant, Piezo style alpha-numeric keypad and similar 4-6 button selection keypad
Keypad activation has optional audible indication
Keypad activates the meter when in "sleep" mode
Card reader is flush mounted with no external parts – user maintains access to their card at all times
Receipt/ticket slot is protected from vandalism, weather, etc. with a specially designed metal chute

1.5.4 Display Keypad and Alpha-Numeric Keypad

The Tango includes 2 keypads: a 6 button keypad for selecting options on the screen and an alphanumeric keypad for entering license plate numbers (standard keypad but can be removed for Pay and Display machine). The keypads are both weather-resistant Piezo style keypads that meet ADA standards for press and distance above the ground. The pressing of each button provides an audible feedback confirmation and is designed for 3 – 5 years of use in all local weather conditions. The keypads can be replaced in less than 2 minutes should they become damaged. Sentinel MMS is alerted if the Tango detects a keypad error.



INSTRUCTIONAL SCREEN DISPLAY		
		
Sample display screens		
Display is a high quality, full color ¼ VGA display. Display resolution is 320 x 240 pixels		
Provide up to 8 lines of text with up to 32 characters per line		
Current time & date is shown at start up		
Display can identify time increments (i.e. by minute or hours) or money increments		
Display can identify the expiry time & date before purchase		
Display can indicate "Coin Only" or "Credit Card Only" if other payment is disabled		
Maintenance message can be displayed on the screen in a diagnostic mode		
Pressing any key/button brings the meter out of "sleep" mode		

1.5.5 Display Screen

The Tango has a large ¼ VGA (4.5" wide x 3.5" high viewing area) color graphics LCD with a built-in LED backlight. The display provides for contrast adjustment, and has high-visibility and legibility even in bright sunlight conditions. The display is orientated in landscape view, and has 320 x 240 RGB pixels (256K display colors) allowing for both graphics and text in a wide variety of sizes to be possible.

The display features include an anti-glare surface treatment making viewing in direct sunlight easier. In order for characters or graphics to be visible, the LED backlight is active whenever the display is on. The display is protected by a high-quality, ¼" thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the front display.

Figure 21 - Color display on the Tango



The protective covers used on the Tango has an added UV inhibitor called Margard which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

Condensation build-up inside the meter can be minimized by ensuring that there is some air circulation possible within the upper cabinet, that the machine is level / vertical allowing water that



may have collected in the cabinet following maintenance carried out during any rainy conditions, to drain properly from the interior cabinet, through drain holes provided in the bottom of the cabinet for this purpose. Where possible, interior walls of the top half of the Tango are covered with a silver-backed bubble layer, providing some insulation against both hot and cold extremes.

The Tango's display supports multiple languages and can be selected at the start of a transaction.

1.5.6 Sample Transaction Process

The customer interface is communicated through the display screen and can be customized to the clients needs. Typically, the process starts by “waking” the machine with a press of the Start/Checkmark button. That will prompt the user to enter their license plate number (in a pay by plate configuration) or space number (in a pay by space configuration). Pay and display configurations skip this step. Next, if the user wants to pay by credit card, they can select the amount of time they wish to purchase using the “+” or “-” keys. The machine defaults to the minimum purchase if they don't select an amount of time. Next, the user either inserts their credit card or coins if they want to pay with coins and confirms the purchase with the checkmark. The machine will authorize the transaction and provide a receipt to the user. The plate or space number is then communicated to the enforcement server along with the transaction information.

How do I pay for parking? 5 easy steps...

1. Press Checkmark to Start



2. Enter Your License Plate Number Then Press Checkmark



3. If Card Payment: Enter Length of Stay Using + or - Keys



4. Insert Payment: Coins or Cards



5. Take your Receipt

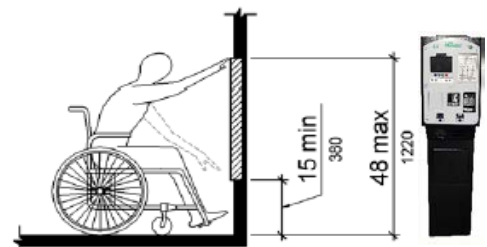



Note: The display screen communicating the transaction process can be customized to the City's requirements.

1.5.7 ADA COMPLIANT

The MacKay TANGO™ multi-space pay station is compliant with the American with Disabilities Act (ADA).

- Pay station alpha-numeric keypad maximum (top) is below 48” above the base of the unit
- Pay station main controls / keypad is 43” above the base of the unit
- The force required to activate operable parts is less than 5 pounds (22.2 N).



PRINT TECHNOLOGY	
	Thermal printer with paper roll
Uses thermal print technology	
Life cycle expectations of the print head are no less than 20 million-character lines and 50km of paper	
Print technology uses blank ticket stock in rolls of 1000 feet	
Width of the paper stock is 2.24"	
Tickets are separated by a self-sharpening cutter	
Ticket stock can be replaced within 60 seconds	
Ticket stock is heat, fade and curl resistant	
Meter provides for an optional receipt portion on a ticket	
Printer jam will cause a remote alarm	
Operational temperature extremes for printer operation are between -30°C to 70°C	

1.5.8 Printer Solution

The Tango uses a thermal printer so there is no requirement for ink. The printer is robust and will work reliably with any paper that meets the minimum paper standards recommended by the printer manufacturer. The Tango can be configured to either issue a receipt or not.

1.5.9 Receipt (Transaction Record)

The receipt paper width is 2.24" (57mm) and must have a maximum thickness of 0.025" (0.65mm). Two standard length tickets (3" and 4") are currently offered on the Tango and custom lengths are supported. The MacKay paper is a thermal paper that will provide a constant high quality of printing on each ticket.

The number of tickets possible from a roll of paper is determined by the size of the tickets. As would be expected, the smaller the ticket/receipt, the larger the number of tickets possible in a given roll. The paper used in the Tango is supplied in boxes of 5 rolls of 8 inches diameter. The Tango ticket issuance system has the capacity to store up to 4,500 tickets based on an 8" (203 mm) roll and a




2.5" ticket (a non-standard length), up to 4,000 tickets with a standard 3" ticket, or up to 3,000 tickets with a standard 4" ticket (used for credit card enabled Tango machines).

Editing of the details of the printed ticket is done using the PC based Ticket Editor Module. Machines must be configured according to the ticket selection.

The default information that can be found on the ticket is listed below and is illustrated in the sample tickets and credit card receipt shown above. Other customizations to meet specific customer needs are possible.

<ul style="list-style-type: none"> • Operator and or site name • Machine ID • Expiry time • Expiry date • Amount paid for parking 	<ul style="list-style-type: none"> • Parking stall number • Time of transaction • Date of transaction • Credit card number (last 4 digits) • Sequence number produced by the machine with each transaction
--	---

PAYMENT OPTION – COIN ACCEPTANCE	
	MacKay's Coin SmartChute™
Able to program up to 16 different denominations of coins and tokens	
Any US coins can be accepted; client choice	
Types of currency and denominations are distinguished electronically	
Coin acceptor uses optical sensors to detect fraud	
All excess coins are channeled to secure coin vault	
Coin jams can be cleaned quickly (10sec) without tools	
Coin acceptor is vandal resistant and weather proof	
Coin vault stores at least \$600 in quarters	
Meter comes with 2 vaults per unit. Tango coin vault or "cash box" is stainless steel and cannot be opened without a separate key once removed from the pay station. There is a locked/unlocked indicator on the top cover.	
Tokens can be acceptable at the same time as coins if supported	



1.5.10 Coin Chute

MacKay's SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors



Figure 22 - Easy access to yellow Smartchute™ that can be cleaned or replaced in seconds. Same as coin chute in most MacKay single space meters.

In addition to the previous three sensors, there are two optical IR sensors in the SmartChute that are used to detect the presence of opaque objects (both metallic and non-metallic). A sensor that can detect non-metallic objects is ideal for detecting jams consisting of commonly inserted junk such as pop-can tabs, paper, cotton balls, plastic stir sticks, Popsicle sticks, and tooth picks. These two IR sensors, can be configured to be ON/OFF to conserve battery power. The first IR sensor is placed at the coin chute entrance, located in behind the coin slot. This sensor is placed in the center of the inductive type proximity coils, allowing both metallic and non-metallic objects to be detected at the coin entrance. To help reduce “coin fishing”, a second IR sensor has been placed in the upper area of the coin path located between the coin entrance and the first inductive type coil sensor. Prior to the addition of this second IR sensor, this area of the coin chute was commonly targeted by vandals to jam with paper / cotton, and then they wait for unsuspecting motorists to make futile attempts of coin payment. The inserted coins were then “fished” out after the motorist departed.

In addition to these five sensors, a series of individual “anti-pull back” flippers is located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers. Rejected coins or slugs are immediately returned in the coin return slot with no value given.



1.5.11 Security and Coin Collection

The Tango's cash box is a lightweight, high capacity, sealed metal unit, featuring a high-security Medeco cam lock, easy to use color coded 'GO/NOGO' reset indicators and activation/installation features for cash collections staff, as well as other security/anti-tamper features. An audit ticket is printed by the Tango whenever the cash box is removed from the machine, and in addition the Tango will transmit the collection information to the Sentinel™ MMS.




Figure 23 - Locked cash box from Tango

The coin canister is 4.1 L in capacity and can hold about \$600 in quarters.

PAYMENT OPTION – CREDIT CARDS
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS
Card acceptance can be configured to limit times used per time period.

1.5.12 Credit Cards

The Tango uses a single slot, dual mode card reader that captures magnetic stripe (ISO 7810) credit card data and provides an ISO 7816 interface for smart card acceptance.

PAYMENT OPTION – CREDIT CARDS

Card reader with optional instruction / card acceptance stickers
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS



Card acceptance can be configured to limit times used per time period.

1.5.13 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the Tango™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay. MacKay has just recently updated all of the Pay Stations in San Francisco, to accept all contactless credit cards, and also ApplePay.



If the card readers are disabled for any reason, an alert is immediately sent to the back office and the pay station continues to operate but accepting coins only. A message is displayed on the screen outlining the accepted payment.

1.5.14 Mobile Payment – Pay Stations

For pay stations, mobile payment allows the user to pay for a specific space number or license plate number, depending on how the City wishes to enforce. In Pay by Plate mode, the user simply enters their license plate number, pays for the amount of time they want and leaves. In pay by space mode, the user enters the space number their vehicle is parked in (space is marked with a space number), pays for the desired amount of time and leaves. Either way, the transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to an enforcement application that the enforcement officer can access remotely. That can either be MacKay's enforcement solution in Sentinel or, more likely, an integrated third-party application.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.

MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- **ParkMobile**



- Pay by Phone
- MacKay Pay
- And others

PROGRAMMABLE FUNCTIONS
Programming functions can be performed remotely
Programming functions are supported with multi-level security
All programming functions are retained in a log file
Tickets are fully customizable
Meter rates are programmable both remotely and at the meter
Different rates can be assigned to different time periods

COMMUNICATING, REPORTING, ALARMS AND MONITORING
Cellular modem for wireless communications
System uses either a 4G / 5G upgradable cellular modem. Supports the telecommunications provider of choice (ie AT&T, T Mobile, Verizon, etc.)
Audit and Transaction reports are available at the meter or remotely from Sentinel™ Meter Management System (Sentinel™ MMS) and Credit Call's WebMIS software suite (included in our monthly pricing).
An enforcement report is available at the meter or from Sentinel™ MMS
Occupancy status reports are available at the meter in pay by space mode or from Sentinel™ MMS
Different levels of security are available at the meter, dependent on report

OPERATIONAL SECURITY
Credit card data & communications adhere to current PCI standards
Complete card data is never retained in the meter
Coins are secured in double locked vault
Coin vaults are interchangeable between meters and made of stainless steel.
Different keys are required to remove and open the coin vault.
A hardcopy audit trail is auto generated at the meter upon coin vault removal
Removal of coin vault forces an audit trail in back office software - Sentinel™ MMS
There is an escrow system for refund of incomplete transactions
Revenue & maintenance access are separated

MAINTENANCE
Meter has self diagnostic features
The CPU is modular and easily changeable with basic tools
The CPU supports thousands of transactions in the non-volatile flash memory
Coin acceptor is modular and easily changed with basic tools
Time required to change a coin acceptor is less than one minute
Coin jams can be cleared quickly (10sec) without tools

Credit card reader is modular and easily changed with basic tools
Time required to change a card reader is less than 2 minutes
Keypad is modular and easily changed with basic tools
Time required to change a keypad is less than 2 minutes
Printer is modular and easily changed with basic tools
Time required to change a printer is less than a minute
Display is modular and easily removed with basic, or no tools
Time required to change a screen display is less than 2 minutes
Connection plugs are physically different and only fit one way

1.5.15 Electronic Components

All electronic components are plug and play. All electronics are conformally coated / sealed for outdoor use and protected from moisture by shielding where required.

Electronic components are rated to operate from -22° F to +122° F up to 95% relative humidity.

Maintenance can be performed with only a #2 Phillips screwdriver. The battery and paper rolls are commercially available or can be purchased through MacKay.

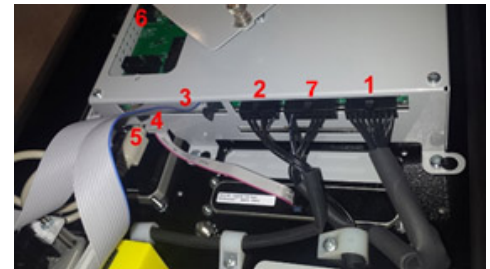


Figure 24 - CPU box inside the TANGO with each peripheral attachment

1.5.16 OPTIONAL “BROW” LIGHT

The Tango can be fit with an optional “brow” light that can light up the faceplate during dark hours.

Figure 25 - Faceplate of Tango with optional LED brow light installed for dark hours





Mackay **TANGO™**



Mackay TANGO™



Key features:

- High strength stainless steel keeps it secure and rust free.
- Flexible, modular design that is easy to upgrade, service and maintain.
- Powerful off-site monitoring capabilities by adding a communications kit and Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Comprehensive and easy-to-use configuration menus.
- ADA Compliant.
- Features a large Liquid Crystal Display with back light, capable of displaying graphics.
- English? Español? Français? The multi-language capability allows users to select the language of their choice to carry out transactions.
- Optional credit card payment. Offer end users security, convenience, and reject fraudulent payment. Use MacKay's On-line Real-time Credit Card Approval feature utilizing secure PCI compliant electronic payment processes.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

www.mackaymeters.com



Mackay TANGO™



SPECIFICATIONS

GENERAL SPECIFICATIONS

Environmental

- Extended operating temperature range¹: -30°C (-22°F) to +50°C (+122°F)
- Humidity: Up to 95% RH (non condensing)

Cabinet Materials, Dimensions & Weight

- Welded reinforced Grade 304-2B stainless steel (9 gauge carbon steel equivalence)² for cabinet and doors
- Aluminium front with Lexan® display covers for the LCD screens, rate/instruction plate, LED panel and site branding display
- Overall dimensions: 1359 mm (53.5 inches) (H) x 315 mm (12.4 inches) (W) x 349mm (13.75 inches) (D)
- Weight (without battery) 72 Kg (160 lbs)

Power Supply Configurations/Options

- Solar powered with commercially available battery
- AC Single Phase, 110/120VAC, 50/60 Hz

Communication Options

- Cellular wireless technology supporting GPRS or CDMA modem³

Payment Systems

- Coins
- Tokens (optional)
- Credit cards utilizing secure, on-line real-time PCI compliant processes (optional)
- Mackay Smart (Chip) Cards (optional)
- Cell phone payment (optional)

Ticket Printing

- Thermal printer offers alphanumeric printing in various fonts and languages

COMPONENTS

Display

- High contrast, color, sunlight readable, 320 x 240 pixels graphics LCD
- Viewing area 114mm (4.5 inches) x 89mm (3.5 inches)

Coin Acceptor

- Programmable: Accepts up to 16 coins or tokens
- 3-coil design provides accurate coin reads and long life.
- Straight drop coin chute allows for superior detection and removal of foreign objects.
- High security, stainless steel coin box that holds 4.2 L or approximately 2400 US quarters.
- Escrow and coin return holds up to 50 quarters

Card Reader (Optional)

- Single slot, dual mode card reader captures magnetic stripe (ISO 7810/11) credit card data, and provides an ISO 7816 interface for smart card acceptance
- EMV upgradeable

Keypads & Buttons

- Alphanumeric keypad
- Vandal resistant and rated for resistance to impact, shock and vibration to MIL standards
- Sealed against ingress of water and dust to IP67, and designed for exposed outdoor and extreme environmental conditions
- LED accept and cancel buttons that light up.

Printer

- Heavy-duty printer head with minimal moving parts ensuring quality, reliability and endurance
- Print life of over 20 million character lines
- Designed for high-resolution printing
- Guillotine type cutter with full or partial paper cutting options (software selectable)
- Accessible for ease of maintenance

FEATURES

Security

- High security locks for cash box, cash vault, and main door
- System monitored access sensors on main and vault doors and sensor detecting presence of cash box

Audit and Statistic

- Remote monitoring of grand totals and subtotals for coins and card transactions per type
- Full or quick audit tickets are software selectable

Maintenance

- User-friendly graphic interface tools for diagnostics, configuration and editing
- Easy access modular design

Web-Based Hosted Sentinel™ Meter Management System

- Remotely monitor and generate audit, transaction and occupancy reports for all on-street equipment using a web browser and secure web portal
- Generates a variety of reports including grand totals and subtotals for coins and card transactions per type, which can be exported as PDF or CSV files, or imported into other applications

Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and /or materials.

As our policy is one of continuous product improvement and development, we reserve the right to alter product specification and design.

Photos are representative; product appearance may differ.

[1] All MacKay Tango™ components are operational within this range. Standard sealed lead acid battery operational temperature rating is from -20C (-4F) to 50C (122F) when charging, and from -20C (-4F) to 60C (140F) when discharging.

[2] Independent laboratory tests indicate that all things being equal, a component made of 11-gauge 304-2B stainless steel, would have equal or greater tensile strength, shear strength and malleability, as compared to the same component made out of 9-gauge carbon steel.

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Web www.mackaymeters.com

Phone (902) 752-5124
Fax (902) 752-5955

Sales Office:



95LT0000700TANGO-v8.01/19





Figure 26 - Sentinel Login Screen

1.6 DELIVERABLES - SENTINEL™ METER MANAGEMENT SYSTEM

MacKay's Sentinel™ MMS (Sentinel) with mkAnalytics™ will enable City designated staff to monitor the performance of the installed mkBeacon meters / Tango pay stations on a web enabled PC or handheld device. The current status of each machine running in the City's system will be monitored through a secure web interface allowing remote monitoring of the meters from anywhere access to the internet is available. Each machine will be configured to regularly communicate to MacKay's host server which will maintain historical information on all aspects of information occurring at the meter. The server can also be configured to transmit alerts in the form of text messages to mobile phones, increasing the ability to service the meters when the occasion arises.

Sentinel will be installed on MacKay's server, as an on-line hosted data service provided by MacKay. This hosted service is available to the City enabling access to the critical data at any time but without having the need of managing an IT department. MacKay will manage the Sentinel database server where the data collected from the meters resides. With a hosted service there is no additional burden on the City staff, or further workload to the existing network personnel or infrastructure. There is no limit to the number of users the City can setup on their Sentinel account.

Sentinel was designed around integration of third party applications to ensure tat the City can utilize the latest technologies to enhance their needs.

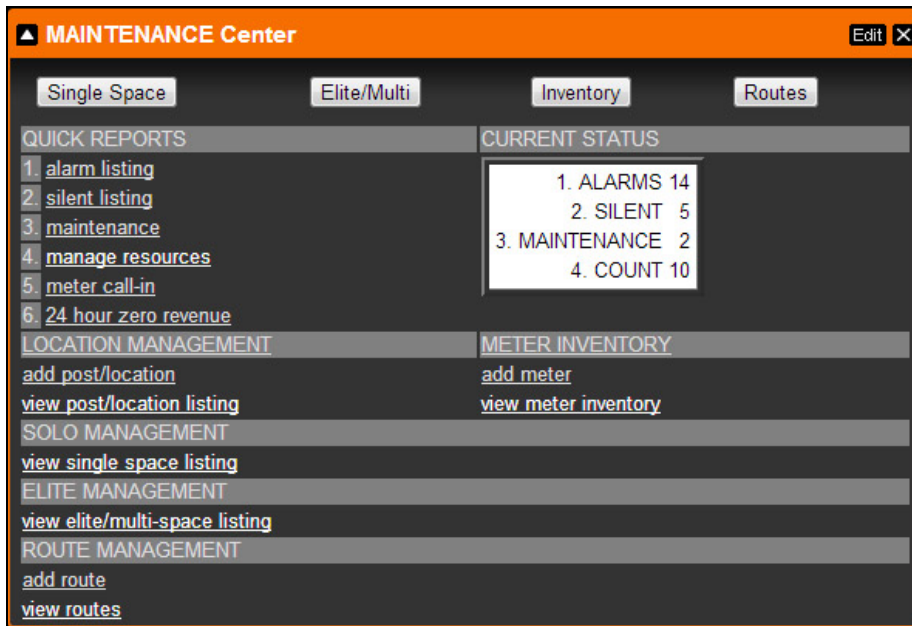


Figure 27 – Maintenance Center "Widget"

This Sentinel interface includes a login page to allow those with the correct client name, user name and password to access. Once a user logs into Sentinel, they arrive at the dashboard where the user is presented with applications or “widgets” which that user is permitted to access. Permission levels are controlled by the administrator, designated by the City. There can be more than one administrator but only administrator level can add users or modify certain elements within Sentinel.

The sentinel desktop is feature full with all permissions as administrator and limited viewing for those with lesser than admin privileges. These are set by the administrator of the system on site. All of the information from the machines is able to be drilled down upon from a number of locations not limited to the digital maps view which shows all detail from the mapped point drill down. There is an incredible amount of data with graphical charts and graphs for quick reference. Everything is exportable, printable and able to be converted to .PDF, .CSV or .XML directly from the on line program.



Figure 28 – Sentinel with mkAnalytics dashboard

Where the software is very comprehensive, for this proposal we are providing you with a segment of information. The following pages illustrate some selected screen shots and a brief narrative of certain aspects of interest of MacKay's Sentinel.

1.6.1 Current Alarms

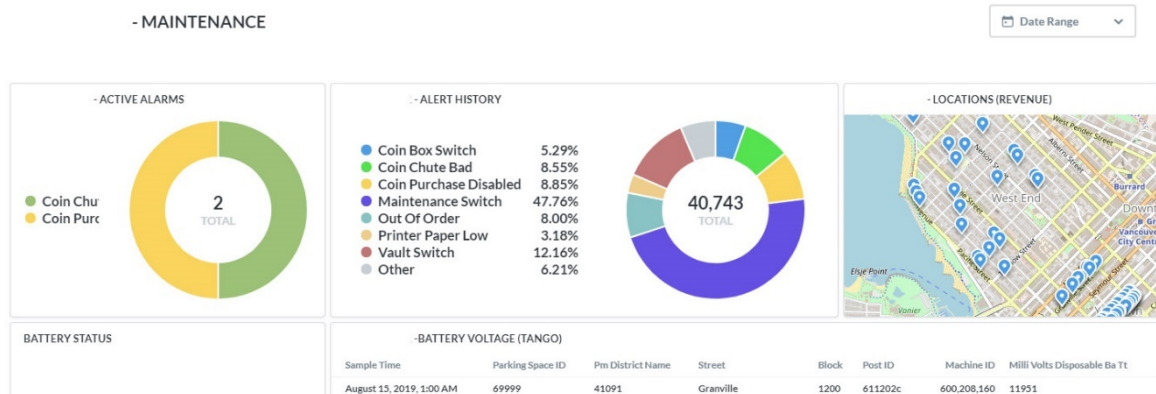


Figure 29 – Current Alarms Displayed on the mkAnalytics Dashboard

The Current Alarms application is a quick link to those meters that are experiencing problems or have issued an alert. The application shows a pie chart that compares the types of alerts received. The details link will bring you to a modified “View Meters” application and highlights the meters that are communicating alerts (or are silent because they are not communicating).



1.6.2 Reports in Sentinel™ MMS

The following is a list of reports that can be pulled from Sentinel™ MMS. All reports can be printed or exported to a spreadsheet or third party application. Supports .CSV, .PDF and .XML.

Administration Reports

- User Listing Report - a list of the user currently set up to access Sentinel™ MMS.
- User log – tracks the usage of Sentinel by user.
- Maintenance Codes Report - a list of the predefined maintenance codes for assigning maintenance
- Alert Codes Report - a list of the Alert codes and descriptions that the system monitors

Maintenance Reports

- Current Alarms – a list of all alerts currently sent from all meters
- Silent Meters – meters that have not communicated with Sentinel™ MMS in a certain time frame
- Meter Call-in – last time the meter called into Sentinel™ MMS
- Maintenance Report – a list of open maintenance tickets which are created when an alert requires service to be closed
- Meter inventory report – meter ID, status, group, last status change
- Alert History Report – list of all alerts at a meter
- Meter Maintenance Report – a list of maintenance performed on a specific meter
- Single Space Listing Report - a list of all the single space wireless meters and their current status
- Inventory Listing Report - a list of the entire inventory of meters - both active and inactive - for the customer
- Route Listing Report - a list of all the routes / groups / zones that the customer has set up
- Manage Resources Report - a list of the people / resources that the customer uses to assign maintenance to the meters. The report links to each person's maintenance list

Financial Reports

- Transaction Reports – list of all financial transactions which are defined by user criteria
- Audit Logs – List of coin and bill audits from each meter
- Coin Log – breakdown of coin types auditing
- Credit Card search – specific card search report (search partial numbers)



- Monthly Revenue Report – Summary of monthly totals
- Monthly Revenue by payment type – revenue sorted by payment type
- Occupancy Report – report compares total available time versus paid time to show occupancy
- Post History Report - a list of all post monitored by the system, their locations, and the routes / groups / zones they are included in
- Audit Log by Post # Report - Quick report to display the audit log for any unit
- Credit Card Log by Post # Report - Quick report to display the credit card log for any unit
- Coin Log by Post # Report - Quick report to display the coin log for any unit
- Daily Revenue Totals Report - Quick report for revenues from
 - Yesterday
 - This Week
 - This Month
 - This Year
- Life Time. Report includes breakdown by payment type.
- Tariff Listing Report - A list of the tariff / rate files that can be deployed to the meters and their current status
- Reconciliation Report – quickly compares credit card transactions from the meter with credit card transaction at the payment gateway to find anomalies

All reports can be narrowed down and sorted using search criteria. All data can be exported to MS Excel (.CVS format) or Adobe Acrobat (.PDF format).

1.6.3 Tariff Management

The Tariff management section allows the user / administrator to add new tariff files to Sentinel™ MMS which can be uploaded to one meter or to several meters.

Figure 30 - Tariff Editor Application

The process works like this:

Step 1 – a tariff file is created and saved

Step 2 – the tariff file is tested against a test meter to ensure it works as expected

Step 3 – the tariff file is then activated and made

The screenshot displays the 'TARIFF EDITOR - NEW TARIFF' application. It features a weekly rate grid with days of the week on the y-axis and time slots (12:00 AM to 11:59 PM) on the x-axis. A legend on the right identifies various rates (Rate #1 to Rate #8) and payment types (Low Power, Pre Pay, No Park, No Pay). Below the grid, there are input fields for 'Tariff Type' (Guardian X Mech Tariff), 'Test Machine' (IF1 Meter #1), 'Tariff Id' (210), and 'Tariff Filename' (RPSX). A 'Tariff Description' field contains 'Special Event Rate for Game Day'. A 'Click to Hide Details' button is present. At the bottom, there are tabs for 'Currency', 'Rates', 'Week Schedule', 'Event Schedule', and 'Advanced'. The 'Rates' tab is active, showing a 'Selected Rate' dropdown set to 'Rate 2'. Below this, there are input fields for 'Rate type' (Linear), 'Enter Rate Per Hour' (10.00), 'Cost' (0.05), 'Duration' (00:00:18), 'Coin Minimum Purchase' (0.05), and 'Coin Purchase Increment' (0.05). On the right side of the 'Rates' tab, there are input fields for 'Card Initial Purchase Increment' (2.00), 'Card Initial Increment Count' (2), 'Card Purchase Increment' (1.00), 'Non-Cumulative Time' (00:00:00), 'Penalty' (0 Grace), 'Max Time' (0 Next Calc. ID), and '0'. An 'Update Rate' button is at the bottom right of the 'Rates' tab. A 'Save Tariff' button is at the bottom of the application.



ready to deploy to the meters (locked)

Step 4 – the tariff file is then deployed to a “staging area” where the file awaits to be picked up by the meter or group of meters

Step 5 – the meter(s) checks the version of the tariff file in the staging area and downloads it if it is new

The Add Tariff application allows the user to build a new tariff file in Sentinel for either multi-space meters or single space meters. The application was designed to be user friendly; however, there are several rules that need to be followed to make sure the tariff operates correctly.

There are three distinct sections that make up the tariff editor: the weekly rate graph (which is normally colored in a single color by default with rate#1), the tariff file information (name, type, description, etc.), and the tariff details section which is hidden by default (the majority of the tariff features are in this section).

1.6.4 MKANALYTICS™

MkAnalytics™ is a simple and powerful analytics tool which lets anyone learn and make decisions from their data. It is a free add-on to Sentinel that allows the City the ability to design new visual reports that can be exported or emailed to users on a daily basis.

Like Sentinel, mkAnalytics requires a login through a web portal. The user can create their own dashboard that includes charts, graphs and spreadsheets of data that visually display a specific question the City may want answered each day.

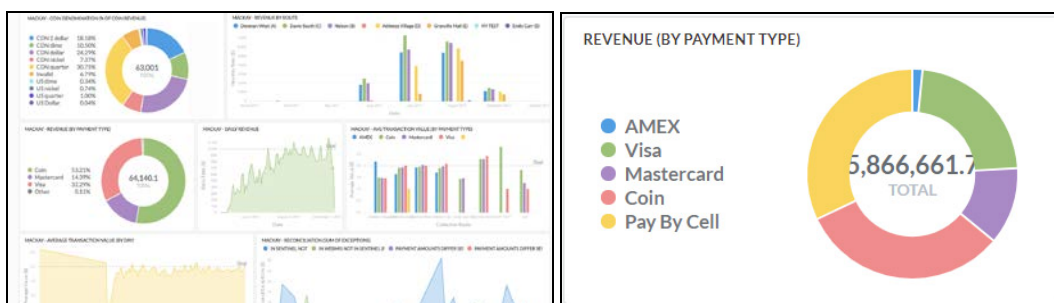


Figure 31 - MkAnalytics dashboard with visual data elements to answer custom questions

The user simply builds out a group of questions (or has MacKay prebuild a dashboard of questions for the City) that can be displayed as pie charts, line graphs, area graphs, or simply as raw data spreadsheets. The visualizations are dynamic and update at regular intervals that the City can modify.



SENTINEL™

Meter Management System



Sentinel™ Meter Management System



Key features:

- Browser driven application
- Secure web interface
- Supports both wireless single space and multi space meters
- Allows for remote monitoring of key components for maintenance purposes
- MAP Display allows for geographic searches and reporting of meters
- Choose from a variety of pre-designed reports for transaction and audit data
- Provides an interface to export data to other applications including Microsoft® Excel® or Adobe® Reader®
- Role based user access
- Remote Alert Notification for quick communication of meter alarms
- Maintenance tickets to assign tasks online and manage your resources better
- Tariff editor allows administrator the ability to change meter rates remotely
- Pay by Space and Pay by Plate enforcement reports that are viewable from any Internet enabled device, including cell phones
- Flexible packages for basic and advanced user needs

<over for specifications>



Customizable Dashboard



Interactive MAP Display



Multiple Reporting Options



Real Time Alert Tools

www.mackaymeters.com



SPECIFICATIONS

System Administration

The system administration feature gives the administrator control over the set up and specifications of the meters. Features include:

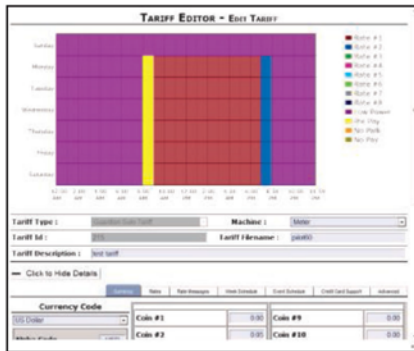
- Display Configuration for Single Space Meters
- Dashboard Configuration
- Alert Codes
- Add User to Sentinel™ Meter Management System (MMS)
- View / Edit Users

Email Management

Email management
Allows administrator to decide which users will be notified when alerts happen from single space wireless meters or from multi space meters.

Rate / Tariff Management

Allows administrator to build, modify and deploy rate/tariff files remotely to the wireless single space and multi space meters. Rates can be sent to a single meter or to a group of meters.



Resource Management

Control of resources at a glance by providing a place to add and manage resources such as collections, maintenance and enforcement. In resource management, the administrator can assign jobs to particular resources and also view a list of active and completed assignments. Features include:

- Add Resource
- Manage Resource
- Add Maintenance Code
- View / Edit Maintenance Codes
- View Maintenance Tickets

Meter / Post Management

In Meter Management, users can view each individual meter and see the Unit Info, Status and location for each. From this menu, detailed histories, reports, and maintenance tickets can be viewed or assigned. Features include:

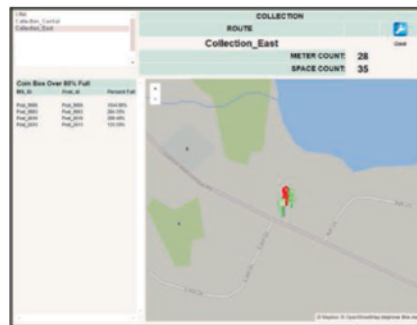
- Add / View Meters (single space and multi space)
- Add / View Zones (for grouping meters)
- Add / View Inventory (meters not yet deployed)
- View transaction reports, occupancy reports, audit reports, reconciliation reports
- View alert history and maintenance history



MAP Display

With the MAP display feature, the user can search for a specific meter or a group of meters using the digital map interface. Each meter is represented by an icon that can be selected to show detailed meter information. Display the meters in a traditional mapping view or switch to the satellite photo for a bird's eye view. Features include:

- Launch MAP Display
- Add Location (map coordinates for displaying meters on digital maps)
- View Locations (edit map coordinates)



Current Alarms

The Current Alarms application provides an up-to-date report on any alerts that have been sent from the meters to Sentinel™ MMS. The report lists the alerts currently active along with a graphic breakdown of the types of alerts. A hyperlink takes the user to a detailed report with links to the meters requiring attention.



Municipal Water Management Systems - Alarm Listing
 Report Generated On: Jun 08 2017 3:08:10 PM

Alarm ID	Asset	Asset Type	Asset ID	Component Name	Unit	Unit ID	Alarm Description
10-1	10-1	Gate	10-1-1	Gate Valve	10-1	10-1-1-1	Gate Valve 10-1-1-1
10-2	10-2	Gate	10-2-1	Gate Valve	10-2	10-2-1	Gate Valve 10-2-1
10-3	10-3	Gate	10-3-1	Gate Valve	10-3	10-3-1	Gate Valve 10-3-1
10-4	10-4	Gate	10-4-1	Gate Valve	10-4	10-4-1	Gate Valve 10-4-1
10-5	10-5	Gate	10-5-1	Gate Valve	10-5	10-5-1	Gate Valve 10-5-1
10-6	10-6	Gate	10-6-1	Gate Valve	10-6	10-6-1	Gate Valve 10-6-1
10-7	10-7	Gate	10-7-1	Gate Valve	10-7	10-7-1	Gate Valve 10-7-1
10-8	10-8	Gate	10-8-1	Gate Valve	10-8	10-8-1	Gate Valve 10-8-1
10-9	10-9	Gate	10-9-1	Gate Valve	10-9	10-9-1	Gate Valve 10-9-1
10-10	10-10	Gate	10-10-1	Gate Valve	10-10	10-10-1	Gate Valve 10-10-1
10-11	10-11	Gate	10-11-1	Gate Valve	10-11	10-11-1	Gate Valve 10-11-1
10-12	10-12	Gate	10-12-1	Gate Valve	10-12	10-12-1	Gate Valve 10-12-1
10-13	10-13	Gate	10-13-1	Gate Valve	10-13	10-13-1	Gate Valve 10-13-1
10-14	10-14	Gate	10-14-1	Gate Valve	10-14	10-14-1	Gate Valve 10-14-1
10-15	10-15	Gate	10-15-1	Gate Valve	10-15	10-15-1	Gate Valve 10-15-1
10-16	10-16	Gate	10-16-1	Gate Valve	10-16	10-16-1	Gate Valve 10-16-1
10-17	10-17	Gate	10-17-1	Gate Valve	10-17	10-17-1	Gate Valve 10-17-1
10-18	10-18	Gate	10-18-1	Gate Valve	10-18	10-18-1	Gate Valve 10-18-1
10-19	10-19	Gate	10-19-1	Gate Valve	10-19	10-19-1	Gate Valve 10-19-1
10-20	10-20	Gate	10-20-1	Gate Valve	10-20	10-20-1	Gate Valve 10-20-1

Report Generated On: Jun 08 2017 3:08:10 PM

System Status

The System Status report features several reports designed to alert the user of silent meters. Silent meters cannot communicate alerts to Sentinel™ MMS due to communication problems. Reports include:

- Silent Listing
- Meter Call-in
- 24 Hour Zero Revenue



Pay by Space / Pay By Plate

The Pay by Space and Pay by Plate applications allow users who have pay stations in those configurations to setup, view and enforce parking using Sentinel™ MMS. A mobile app is also available for enforcement.

Search & Seize

Enforcement Route

Map Location

Location	Address
100	2017-08-10 10:00:00
101	2017-08-10 10:00:00
102	2017-08-10 10:00:00
103	2017-08-10 10:00:00
104	2017-08-10 10:00:00
105	2017-08-10 10:00:00
106	2017-08-10 10:00:00
107	2017-08-10 10:00:00
108	2017-08-10 10:00:00
109	2017-08-10 10:00:00
110	2017-08-10 10:00:00
111	2017-08-10 10:00:00
112	2017-08-10 10:00:00
113	2017-08-10 10:00:00
114	2017-08-10 10:00:00
115	2017-08-10 10:00:00
116	2017-08-10 10:00:00
117	2017-08-10 10:00:00
118	2017-08-10 10:00:00
119	2017-08-10 10:00:00
120	2017-08-10 10:00:00
121	2017-08-10 10:00:00
122	2017-08-10 10:00:00
123	2017-08-10 10:00:00
124	2017-08-10 10:00:00
125	2017-08-10 10:00:00
126	2017-08-10 10:00:00
127	2017-08-10 10:00:00
128	2017-08-10 10:00:00
129	2017-08-10 10:00:00
130	2017-08-10 10:00:00
131	2017-08-10 10:00:00
132	2017-08-10 10:00:00
133	2017-08-10 10:00:00
134	2017-08-10 10:00:00
135	2017-08-10 10:00:00
136	2017-08-10 10:00:00
137	2017-08-10 10:00:00
138	2017-08-10 10:00:00
139	2017-08-10 10:00:00
140	2017-08-10 10:00:00
141	2017-08-10 10:00:00
142	2017-08-10 10:00:00
143	2017-08-10 10:00:00
144	2017-08-10 10:00:00
145	2017-08-10 10:00:00
146	2017-08-10 10:00:00
147	2017-08-10 10:00:00
148	2017-08-10 10:00:00
149	2017-08-10 10:00:00
150	2017-08-10 10:00:00
151	2017-08-10 10:00:00
152	2017-08-10 10:00:00
153	2017-08-10 10:00:00
154	2017-08-10 10:00:00
155	2017-08-10 10:00:00
156	2017-08-10 10:00:00
157	2017-08-10 10:00:00
158	2017-08-10 10:00:00
159	2017-08-10 10:00:00
160	2017-08-10 10:00:00
161	2017-08-10 10:00:00
162	2017-08-10 10:00:00
163	2017-08-10 10:00:00
164	2017-08-10 10:00:00
165	2017-08-10 10:00:00
166	2017-08-10 10:00:00
167	2017-08-10 10:00:00
168	2017-08-10 10:00:00
169	2017-08-10 10:00:00
170	2017-08-10 10:00:00
171	2017-08-10 10:00:00
172	2017-08-10 10:00:00
173	2017-08-10 10:00:00
174	2017-08-10 10:00:00
175	2017-08-10 10:00:00
176	2017-08-10 10:00:00
177	2017-08-10 10:00:00
178	2017-08-10 10:00:00
179	2017-08-10 10:00:00
180	2017-08-10 10:00:00
181	2017-08-10 10:00:00
182	2017-08-10 10:00:00
183	2017-08-10 10:00:00
184	2017-08-10 10:00:00
185	2017-08-10 10:00:00
186	2017-08-10 10:00:00
187	2017-08-10 10:00:00
188	2017-08-10 10:00:00
189	2017-08-10 10:00:00
190	2017-08-10 10:00:00
191	2017-08-10 10:00:00
192	2017-08-10 10:00:00
193	2017-08-10 10:00:00
194	2017-08-10 10:00:00
195	2017-08-10 10:00:00
196	2017-08-10 10:00:00
197	2017-08-10 10:00:00
198	2017-08-10 10:00:00
199	2017-08-10 10:00:00
200	2017-08-10 10:00:00

100% 100% 100%

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(462-2529)

Fax (902) 752-4889
Email customer.service@mackaymeters.com
Web www.mackaymeters.com





1.7 FUNCTIONALITY

The proposed MacKay solution meets the functional requirements requested by the City as described in the compliance matrix.

1.8 MACKAY WARRANTY COVERAGE

MacKay will provide a two (2) year warranty on all **mkBeacon™ meters** and **MacKay Tango™ pay stations** to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service. MacKay's standard warranty terms will apply. To maintain warranty coverage, City technicians are required to provide the prescribed regular maintenance for these products. MacKay will provide the City with all operating and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not voided.

Terms of Warranty

MacKay Meters, Inc. and J.J. MacKay Canada Limited ("MacKay")

The product that you have purchased is warranted by the manufacturer, J.J. MacKay Canada Limited ("MacKay"), for a period of two (2) years from the date of delivery against defects in workmanship and/or materials. The warranty starts one (1) month from MacKay's recorded shipping date.

This warranty specifically excludes any other product not manufactured, but sold by MacKay, as these products are warranted by their respective manufacturers.

Workmanship and/or parts that prove to be defective during the warranty period will either be repaired, adjusted or replaced at MacKay's option. No repair, adjustment or replacement by MacKay in response to a warranty claim shall extend the length of the warranty. MacKay's obligations under the warranty are restricted to repair or replacement of defects in workmanship and/or materials.

Should repair become necessary during the warranty period, send your product, postage or freight prepaid, to our service center at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or as advised from time to time. Any product repaired or replaced under this warranty will be returned to the owner with freight prepaid. MacKay will not accept delivery of the product or any of its parts for warranty repairs unless prior authorization has been given. Contact MacKay for return procedure.

The foregoing warranty is exclusive and in lieu of all other express warranties and implied warranties, including but not limited to, the implied warranties of merchantability and fitness of purpose, which are specifically excluded. In no event shall MacKay, its agents, servants, contractors and subcontractors be liable for damages including, but not limited to, economic and consequential losses such as loss of revenue, loss of profits, loss of business or loss of goodwill whether direct or indirect or any other incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting directly or indirectly from or connected with the supply of the products.

Any improper or negligent use, any alteration or repairs not in accordance with MacKay's written directions or performed by others in such manner as in MacKay's sole judgment affects the product materially and adversely, shall void this warranty.

This warranty does not cover damages, defects or failures caused by or due to accident, improper handling or operation, use of products for experimental purposes, natural disaster, vandalism, misuse, terrorism, abuse and neglect of routine maintenance as instructed by MacKay from time to time.

The customer is responsible for the security of its parking system including hardware and software. The customer has been made aware by MacKay of the types of theft and fraud which may occur. The customer acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

No employee or representative of MacKay, its agents, servants, contractors and subcontractors is authorized to change this warranty in any way or grant any other warranty unless in writing and signed by an officer of MacKay.

April 1, 2010



1.9 SECURITY & PRIVACY STANDARDS COMPLIANCE (PCI)

The mkBeacon™ meters and MacKay Tango™ pay stations are able to accept credit card payments in compliance with PCI Standards including Visa, MasterCard, Discover and American Express. MacKay Meters (MacKay) has satisfactorily met the security requirements of the Payment Card Industry Data Security Standard (PCI DSS) as a Level 1 Service Provider and is registered with both Visa and MasterCard. J.J. MacKay Canada Limited/MacKay Meters, Inc. is listed on:

Visa's Global List of PCI DSS Validated Service Providers <http://www.visa.com/splisting/>

and MasterCard's Compliant Service Provider List with list available on:

<https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/merchants-need-to-know.html>

The payment applications resident on MacKay's parking equipment have been validated for compliance with PA-DSS and are listed on the Payment Card Industry Security Standards Council (PCI SSC) List of Validated Payment Applications.

https://www.pcisecuritystandards.org/assessors_and_solutions/payment_applications

Find a Validated Payment Application

COMPANY...	▼	MacKay Meters	✓	SUBMIT	CLEAR
------------	---	---------------	---	--------	-------

Filter by:	APPLICATION NAME	▼	ACCEPTABLE FOR NEW DEPLOYMENTS	▼	TYPE	▼
------------	------------------	---	--------------------------------	---	------	---

EXPORT LIST ➔

Page: 1

New customers may purchase and deploy this product. Revalidation of these applications is required annually until Expiry Date.

Results: 2



COMPANY	VALIDATION NOTES	DEPLOYMENT NOTES	REVALIDATION DATE	EXPIRY DATE	VALIDATED BY PA-QSA
MacKay Meters					
Multi-Space Parking Meter with Credit Card Payment					
Version #: 8.4 App Type: POS Kiosk Target Market: Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. Reference #: 16-07.00159.006 Tested Platforms/Operating Systems: Windows CE Service Pack/Build/Version: 5.0	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	7 Dec 2017	28 Oct 2022	RSM US LLP
Description Provided by Vendor: Description Provided by Vendor: A payment software for parking meters. The multi-space parking meters are dedicated devices used to manage both on-street and off-street parking spaces. The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					
Parking Meter with Credit Card Payment					
Version #: 04.01 App Type: POS Kiosk Target Market: Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. Reference #: 16-07.00159.007 Tested Platforms/Operating Systems: Firmware running directly on integrated circuits Service Pack/Build/Version: Firmware running directly on integrated circuits	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	8 Dec 2017	28 Oct 2022	RSM US LLP
Description Provided by Vendor: A payment software for parking meters. The parking meters or kiosks are dedicated devices used to manage both on-street and off-street parking spaces. . The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					



2. MANAGEMENT PROPOSAL

2.1 PROJECT TEAM

David Forbes, Western Sales and Project Manager

David has been with MacKay since January 2016 and has been instrumental in managing the growth of Mackay products in Western Canada and the northwest US. David has quickly come up-to-speed on MacKay technology and can speak to all the MacKay product line. David will be MacKay's designated project manager as he can be on-site when needed and has proven experience in managing and launching larger installations.

James MacKay, V.P. Sales

James is currently in his 13th year with the company and brings a unique outlook to our project management team. Being a 3rd generation 'MacKay' to work in the company, there is a different level of ownership, commitment, and responsibility that comes with his involvement. After all, his name is on every one of MacKay's products. James also looks after the North American sales staff, along with MacKay's worldwide distributor network. He has helped cities all over the world design custom parking systems and looks forward to working with the City, to ensure a smooth and cost effective transition to new technology.

Adrian O'Neil, Chief Technology Officer

Adrian joined MacKay in 2009 and is an experienced software and services director, with over fifteen years of managerial and hands-on technical experience. Adrian has been intricately involved in the product design and development life-cycle from both a hardware and software perspective. In 2011, Adrian was instrumental in designing and delivering Sentinel™ Meter Management System to the marketplace. Adrian has been involved in this RFI process and is very familiar with the City's specifications. Adrian's role is to ensure the products to be delivered meet the City's specifications and he will assign and oversee the integration work to be completed.

Daniel Benoit, Customer Service Manager

Daniel has over 20+ years of experience with MacKay, starting in the paint shop and working his way up through the company to become the Customer Service Manager. In his role, Daniel provides overall leadership and management of MacKay's Customer Service Department. His solid record of personal/professional integrity and his willingness to exceed all Customer expectations makes him a key player in the continued success of MacKay's after sales service. Daniel will oversee the



scheduling of any on-site customer service staff for this procurement and will be the City's point of contact.

Bill MacKenzie, Customer Service Technician

Bill has over 15+ years of experience working with MacKay single-space and multi-space products. Bill is one of MacKay's customer service technicians who travels throughout North America to provide customer support and training for our products including Sentinel™ Meter Management System. Bill will be utilized to provide on-site support and training for this procurement opportunity.

2.1.1 ADDITIONAL SUPPORT STAFF

Role	Experience Overview
Greg Chauvin Director of Engineering / Project Manager	Greg has over 30+ years of experience at MacKay Meters and is MacKay most experience project manager. Greg is a Senior level technical manager reporting to CTO, and is responsible for all product hardware engineering activities, intellectual property (patents/trademarks) management, overall responsibility for Engineering Group activities, and management of various technical initiatives/projects as assigned. Greg was the project manager for the install of 500 pay stations in the City of San Francisco.
Jason Munro Customer Service Technician	Jason has over 6+ years of experience working with MacKay pay stations and Mackay's single space products. Jason ran the Florida support office for 2 years+ and managed over 200 pay stations in that region. Jason was also onsite for the installation of pay stations in San Francisco. Jason handles a large portion of all customer service calls and is instrumental in product testing and troubleshooting.
Roger Plamondon Sales Support Manager	Roger has been with MacKay Meters since 2007. Prior to joining the MacKay Team, Roger had over 20+ years in sales, web development, project management and customer service. Roger manages the product documentation for MacKay and assists the sales team with customer training, presentations, RFP responses, credit card activation, marketing materials and tradeshow.
Mark Sloan Customer Service Technician	Mark has over 33+ years of experience with MacKay Meters single space and multi space products and is integral in troubleshooting issues the City may encounter. Mark was instrumental in the installation and delivery of the new wireless single space meters to Providence, RI and St. John's NF.
Steve Fitt Order Entry / Invoicing Manager	Steve has been with the J.J. MacKay Canada Ltd. since 1995. He has held a few positions over the years and has been in his latest position as Order Entry/ Invoice Manager for 13 years. In this position he works closely with all staff to meet and or exceed our customers' needs.
Janey MacLean Sales Support / Credit Card Support	Janey has been with MacKay Meters since Oct. 2017. She is responsible for credit card payment activation as well as working with the clients on contracts and other setup details.

Additional staff information included in the Appendix.



2.2 OVERVIEW OF MACKAY METERS – EXPERIENCE OF THE FIRM

MacKay is headquartered out of New Glasgow, Nova Scotia, Canada, with its Research and Product Development office in Halifax, Nova Scotia, Canada. Sales and service offices are located in Scarborough, Ontario, St-Jean-sur-Richelieu, Quebec, Victoria, British Columbia, and Sunrise, Florida. Additionally, MacKay is supported worldwide by distributor offices.

The MacKay product line includes:

- **The MacKay Tango™ and Guardian™ Multi Elite** multi-space parking pay stations.
- Single-space parking meters featuring the **MacKay Guardian™ X Series** and the new **MacKay mkBeacon™ and mkBeacon™ 2-bay** wireless credit card meters.
- Single-space parking meter housings, locks and decorative posts.
- **Sentinel™ Meter Management System for monitoring meters remotely.**
- **mkAnalytics™** data intelligence tool for Sentinel™ MMS.
- Various third party ancillary parking control equipment including handheld computers; gates, vehicle boots or clamps; and other miscellaneous products.

MacKay sells its product line through its regional sales and service offices, its subsidiary companies and a worldwide distributor network. MacKay has more than 500,000 fully electronic parking meter mechanisms in service worldwide and over 4000 pay stations.

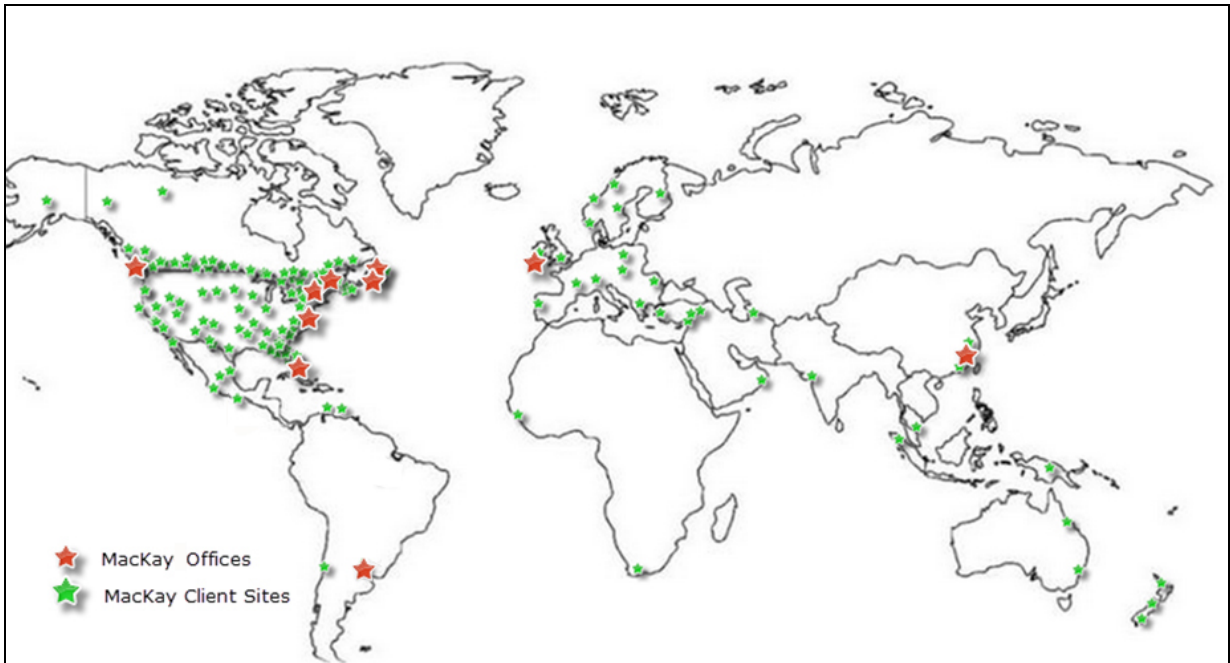


Figure 32 - MacKay Deployed Product – over 40 countries and 1000 municipalities

2.2.1 PROVEN ABILITY TO PROVIDE TECHNOLOGY FOR LARGE PROJECTS

As mentioned previously, MacKay Meters has extensive experience with large projects including:

2009 - City of Boston – 9,000 Guardian XLE meters in 2009

2014 - City of San Francisco – 500 pay stations

2015 - City of St. John's, NF – 1,200 wireless single space meters

2015 - City of Providence – 1,400 wireless single space meters in 2015

2016 - Atlantic City, NJ – 500 mkBeacon 2-space meters to manage ~1000 spaces.

2017 – City of Ocala, FL – 200 mkBeacon 2-space and single space meters

2017 – City of San Francisco – 100 mkBeacon single space meters

2018 – City of Vancouver, BC – 100 mkBeacon 2-space meters and 320 Tango pay stations

2018 – City of Macon, GA – 555 mkBeacon 2-space and single space meters

2018 - City of Walnut Creek, CA – 956 mkBeacon 2-space and single space meters

2019 - City of Kelowna, BC- 110 Tango pay stations, 50 mkBeacon 2-space meters

2019-2020 – City of Montreal, QC – 1250 Tango pay stations.

Other large projects delivered by MacKay Meters in previous years including in New York City (over 60,000 meters), San Francisco (over 29,000 meters), Miami (over 7,000 meters), Hong Kong, Los Angeles, and many more.



2.2.2 CUSTOMER SUPPORT

MacKay places a strong emphasis on delivering the highest standards in customer support and training. For the equipment provided, at an agreed date and time, MacKay will provide sufficient training on the MacKay mkBeacon™, Tango™ and Sentinel™ Meter Management System. MacKay also provides a toll free 1-800 number to access one of our customer support specialists.

2.2.3 TRAINING PROGRAM

MacKay will manufacture the mkBeacon™ and Tango™ meters, ship the product to the City, install the meters and train the City staff on operating and maintaining the meters. MacKay will also train the City staff on using the Sentinel™ Meter Management System to monitor the mkBeacon™ and Tango™ meters and the revenue generated by those meters.

Training will focus on the specific characteristics of the products, their capabilities, and user interface with the system. The training sessions can be divided into small groups of technicians/staff according to their respective tasks. Groups can be formed for collection, maintenance/repair and system reporting and management. Training shall be such that each trainee learns by significant ‘hands on’ experience under the guidance of an experienced trainer, assigned by MacKay to carry out an agreed list of first line fault corrections, maintenance and other operations.

The delivered training programs will enhance the capabilities of the operations and maintenance functions. All training will be supported by a variety of printed training materials, as well as a complete set of technical manuals. In addition, customer service or sales support staff can arrange Webex (internet/phone meetings) to further provide on-line training sessions/support.

As training will take place during the installation of the meters with City staff present, all normal customer and owner functions will be fully tested and operational by the end of the training session. This final testing will be witnessed by the City staff.

2.2.4 MAINTENANCE

For this submission, it is understood that City technicians will provide regular maintenance for purchased products. Since all of the equipment is made primarily of modular components, we believe the City will find that the maintenance requirements to keep it operational are minimal and easily managed with appropriate and thorough training of City staff by MacKay together with a few spare meters and spare parts inventory maintained by the City.



MacKay will provide all the required operation and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not void.

Sample Proposed Training Schedule

The following is a sample proposed schedule for training MacKay will provide to designated City staff (for the mkBeacons – A Tango training plan is available upon request). Prior to the installation /activation of any mkBeacon meters on-street, MacKay will provide the training courses listed below during the installation of the meters. The below training schedule will be refined and approved in conjunction with MacKay and City staff after award of any meter procurement contract. (S=mkBeacon, M=Sentinel MMS).



Depending on the number of attendees, and size of the installation, most meter and MMS training can be scheduled and completed over a 1 week period. Ideally for knowledge retention training should be carried out during the installation weeks.

Course S01-1 – mkBeacon Meter Commissioning & Installation for Technicians

Course S02-1 – mkBeacon Meter Service & Repair for Technicians

Course M03-1 – Introduction to Sentinel™ Meter Management System for Technicians

Course M06-1 – Advanced MMS Training I – Sentinel™ Meter Management System for Collections, Finance, Accounting, & Audit Staff, Supervisors and Managers

Course M07-1 – Advanced MMS Training II – Sentinel™ Meter Management System for Meter Shop Staff, Supervisors and Managers

Course M08-1 - Advanced MMS Training III – Sentinel™ Meter Management System for Managers & Administrators

All attendees who successfully complete the course curriculum covered shall be issued a MacKay Guardian™ mkBeacon and Sentinel™ Meter Management System Level I Technician Certificate. Attendees to all 3 courses will have completed up to four, 8-hour training days.



2.3 REFERENCES

2.3.1 REFERENCE 1 – CITY OF VANCOUVER

- In 2017 MacKay was chosen to provide both single space and multi space products for the City of Vancouver. An initial install of 60 Tango pay stations in Pay by Plate mode completed. An additional 260 pay stations have since been ordered. There are now 320 Tango pay stations and over 100 2-Bay mkBeacon meters installed on street.
- Integration includes Pay by Phone for mobile payment and Gtechna for enforcement.
- Project was awarded in 2017 and runs for 5 years as the provider of both single space and multi space equipment.
- Lessons learned – Many lessons were learned with this install, in particular, the project highlighted the importance of quick data transfer from our pay-by-plate pay stations, to the enforcement server (Gtechna in this instance). In any pay-by-plate installation, the latency of the data being sent is crucial to ensure tickets are not being written in error. With MacKay's robust .API, MacKay was able to reduce this data latency to be under 2 minutes 99% of the time and under 60 seconds 95% of the time. We also created a report in our MMS that was customized for the city to capture the latency of data delivery.

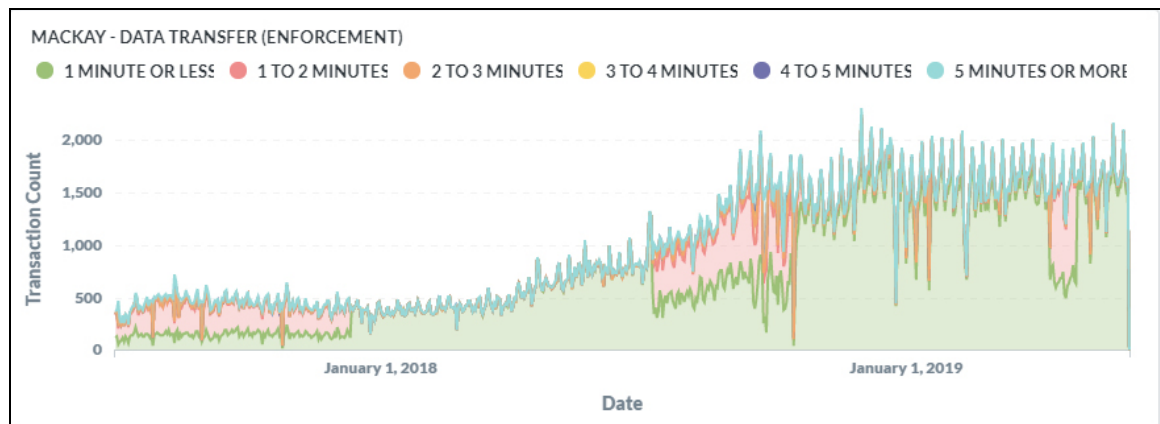


Figure 33 - Data Latency report for monitoring transaction time to the enforcement application

- Reference
Contact: Mark DeSanti
City of Vancouver Parking Division
T : 604-871-6957
M : 604-362-1547
mark.desanti@vancouver.ca



2.3.2 REFERENCE 2 – CITY OF SAN FRANCISCO

- In 2014 MacKay was chosen to provide 500 pay stations to SFMTA. In 2017, 100 mkBeacon meters were ordered and installed. Pay stations included Medeco electronic locks for the vaults. In 2018, 140 TANGO pay stations were delivered, and installed.
- The SFMTA equipment is integrated with Pay by Phone for mobile payment and with Conduent and Gtechna for enforcement.
- Installed 100 mkBeacons wireless meters in 2017., 500 Pay Stations in 2014 and 150 Tango pay stations in 2018 Current contract runs until November 2020.
- Lessons learned – During the SFMTA project, MacKay learned many valuable lessons, but in particular, the importance of being flexible from an .API perspective. MacKay currently interfaces with the SFMTA Oracle database, and sends every bit of data collected to this system. Given this database is specific to the City of San Francisco, MacKay had to customize the interface in order to send the data in a robust and reliable nature. We are now using this interface to provide real-time rate changes and real-time meter configuration changes as per the City's newest and evolving bylaws. This is the industry's FIRST true, dynamic system.
- Reference Contact: Steven Lee, Manager, Financial Services and Contracts
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue 7th Floor
San Francisco, CA 94103
Phone: (415) 701-4592

2.3.3 REFERENCE 3 – CITY OF WALNUT CREEK

- In 2018, Walnut Creek chose MacKay to replace over 1600 of the competition's smart meters with their single/dual space wireless meters. In January, 2019, 936 mkBeacons were installed.
- Walnut Creek equipment is integrated with Parkmobile for mobile payment and for the population of the Parkmobile data for visual enforcement on the meters. Additionally, MacKay sends data to Smarking for additional data analytics
- Installed 936 mkBeacons in 2019.
- New decals were created and tested to aid in payment for new customers. Online videos were also provided to the City for their use in instructing the public on using the new meters. Videos can be seen here: <http://www.walnut-creek.org/local-attractions/parking-downtown>



- Lesson Learned – The importance of educating the public about new technology.....in particular switching from a single space installation to the introduction of a primarily ‘DUAL’ space installation. Providing, how to use videos, public outreach programs in preparation to the install, having city ambassadors present were all important parts to this smooth transition. Also, the power of branding was learned. The city had customized decals, and face plates provided by MacKay to help with this transition and to help change the image of their meter inventory completely.



Figure 34 - Walnut Creek 2-bay and single bay 2 hour meter (green) and 2 Bay and single bay 10 hour meters (purple).

- Reference
Contact: Karlan Larson
Phone: 925-943-5899
21201 La Puente Road
P.O. Box 682
Walnut, CA 91789
Email: KLarson@walnut-creek.org

EXHIBIT D

RFP #5207-19 PAID PARKING EQUIPMENT – Technical Requirements Response

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	Western Office along with our head office
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	Site license for all software and unlimited users. Site is hosted by MacKay. Fee per meter per month.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	See technical response for proposed timeline.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	
	a) System Installation		See technical response for proposed timeline.
	b) System configuration		See technical response for proposed timeline.
	c) Data Conversion		See technical response for proposed timeline.
	d) Training (A sample of training materials & documentation should be included)		See technical response for proposed timeline.
	e) Test planning and execution		See technical response for proposed timeline.
	f) System interface design and support		See technical response for proposed timeline.
	g) System roll-out, procedures, and support		See technical response for proposed timeline.
3	Please describe your current project management methodology.	Yes	MacKay assigns a project manager to each project, along with a management team from customer service, development, and administration to properly work through the project plan and meet the required expectations.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	Updates to Sentinel MMS are included. Additional training can be provided via online meetings and are also included. Available upgrades to hardware can be proposed to the City when available by the project manager. Hardware updates are not necessarily included
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	See Management response "Customer Support". Customer service is managed by Daniel Benoit and includes several experienced technicians that are available as

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			needed to take calls and, periodically, make on-site visits.
3	Describe your escalation process for issues that are not resolved during initial call.	Yes	The issue is escalated by Customer Service to development or administration for clarification and the response is tracked until resolved.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	This response time is manageable during office hours and possible during non-business hours through email and text support.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	Customer support uses an RMA module in Sentinel to enter, track and respond to repair orders and bug fixes.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		All requests for enhancements go through Customer Support. They work closely with development to determine the work required and communicate that back to the City. This would include anticipated development time frame and any cost associated with the development requested.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	Service level agreement can be discussed if awarded.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	All communications to announce service outages, bug fixes, updates, known issues, EOL dates, etc. will be through Customer Service and / or Project Manager as needed.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	Online meetings are available upon request. There is typically no charge for requested meetings. On site meetings can be scheduled as needed, with the project manager.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	Google Chrome is recommended.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	All versions of Windows and Office currently supported. Primary support is through Google Chrome.

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3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	Sentinel works with most Internet browsers but is certified and developed for Google Chrome.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	N/A	No on premises technology required.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	Sentinel is designed with group management where a role can be defined along with the functionality specific to that role and users can be added to that group. A standard feature of Sentinel.
Network Requirements			
1	Specify maximum allowed latency requirements	Yes	Latency is monitored closely. With the technology MacKay uses, 95% of all communications take place in less than 30 seconds and 99% in less than 60 seconds. The average transaction authorization time is closer to 10 seconds.
2	Specify the typical amount of network traffic generated by this application in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
3	Specify the minimum network bandwidth required for each client installation in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway. The city is not required to provide any additional bandwidth.
4	Specify all network ports that will need to be opened for both clients and network firewalls.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.

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7	Specify remote access requirements and identify remote access users/equipment	Yes	Remote access to Sentinel is done through Google Chrome or equivalent browser so an Internet capable device can be used to access Sentinel or Sentinel Mobile (Mobi).
8	Specify physical switch port count requirements and port speed	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
9	Specify any special network design requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
10	Specify if there are any QOS requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
11	Specify any telephony requirements analog and or IP	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
12	Specify any wireless access requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
13	Specify fiber or ethernet cabling requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
14	Specify power requirements for all new equipment	N/A	MacKay meters all come self-powered with rechargeable battery packs and solar rechargers.
15	Identify any certificate requirements	N/A	
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	CreditCall is used for their payment gateway services to interface with the City's merchant account.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Yes	Online servers are redundant with backups that automatically switch on if there is a problem with the primary. Updates to the servers are typically performed over night during non-usage or low-usage times. Servers are monitored by support staff.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	Upgrades occur when available / required, they are not regular and the City is always notified prior to changes being made. Documentation is made available where required (ie. New features or changes to user interface) through technical bulletins or revised versions of product guides.

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2	Describe your notification practices for:		
	a) Planned outages	Yes	Customer Service notification to designated City staff
	b) Changes to the application and/or database	Yes	Customer Service notification to designated City staff
	c) Unplanned outages	Yes	Customer Service notification to designated City staff
	d) Product sunset	Yes	Customer Service notification to designated City staff
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	MacKay can provide a ‘sandbox’ so the city can practice using Sentinel MMS and analytic tools. This would be a mirror of the City’s live environment
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	Depends on the upgrade and the number of customers effected by the upgrade. MacKay tries to perform all upgrades over night to minimize actual downtime for its clients.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	Logs are kept for seven (7) years to meet business and regulatory requirements.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
7	Is City of Spokane data ever stored on non-company managed equipment?	No	
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		As each PPR request would be different, the City would send the request to MacKay’s contract manager to determine in consultation with the CTO the appropriate method.
Risk Assessment and Treatment			

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1	Is there a risk assessment program in place?	Yes	
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Yes	
Security Policy			
1	Is there an information security policy?	Yes	
2	Have information security policies been reviewed in the last 12 months?	Yes	
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Yes	
4	Is the information security policy communicated to constituents?	No	
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Yes	
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Yes	
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Yes	
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Yes	
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	No	No, unless required by the City of Spokane for integration purposes.
6	Is the penetration testing conducted by a 3rd party?	Yes	
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	
8	Are anti-virus products used and configured with daily definition updates?	Yes	
9	Are backups of systems and data performed periodically (e.g. weekly)?	Yes	
10	Is backup media stored offsite in a trusted facility?	Yes	
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	

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13	Are firewalls used to segment network zones and terminate connections to external networks?	Yes	
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Yes	
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
18	Is there an approval process to use wireless network devices?	Yes	
19	Are wireless connections encrypted?	Yes	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Yes	
22	Is sensitive data on removable media, including backup tapes, encrypted?	N/A	Sensitive data is not stored or maintained.
23	Is City of Spokane data ever stored on non-company managed equipment?	No	
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Yes	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Yes	
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Yes	Yes, there is a separation of duties and only those approved have access to City of Spokane data/IT Infrastructure.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Yes	

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5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Yes	
6	Are unique user IDs used for access?	Yes	Yes. Users log in using unique user id's.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Yes	
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Yes	
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Yes	
11	Is multi-factor authentication required for remote access?	Yes	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Yes	
2	Is access to production code and program source libraries based on the principle of least privilege?	Yes	Only those authorized have access to production code, and only to those source libraries that they are required to.
3	Are change control procedures required for all changes to the production environment?	Yes	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	No	
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Yes	
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Yes	
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Yes	
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Yes	Developers are trained on secure coding standards and it is supplemented with a secure coding review for each release of relevant software modules.
9	Does the development process follow OWASP standards for building secure applications including international security review?	Yes	
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Yes	

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11	Do developers regularly receive detailed coding and design training in application security?	Yes	
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Yes	
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Yes	
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Yes	If it was determined that there was a credit card security breach MacKay follows the procedures put in place by the credit card brands.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Yes	Can be provided should MacKay and the City get to the contract negotiation or statement of work stage.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Yes	
3	Does the product or service in question have an assured business continuity capability?	Yes	MacKay is open to the idea of a software escrow agreement with the City
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Yes	MacKay is open to the idea of a software escrow agreement with the City
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	MacKay is open to the idea of a software escrow agreement with the City
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Yes	PCI DSS compliance, FCC
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Yes	
3	Is there a records retention policy?	Yes	
4	Is there an independent audit function within the organization?	Yes	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	No	
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Yes	
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Yes	This can be provided upon request

EXHIBIT G

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4	Does the organization control or own the delivery of Privacy Notices to customers?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay can provide a Privacy Notice indicating what MacKay does with the personal information.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Yes	As a rule, MacKay does not retain personal /private information or sensitive card holder data.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Yes	
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay will follow a documented procedure to notify customers in the event of a breach.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Yes	MacKay undergoes a yearly Audit.
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Yes	MacKay IT Staff are provided with training to ensure they adhere to appropriate software development standards including secure coding/privacy standards.
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Yes	
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Yes	All data in transit is encrypted using AES
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	N/A	No MacKay devices are accessing the City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Yes	No personal devices or vendor owned devices will connect to the City of Spokane network.
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	N/A	MacKay does not connect to the City of Spokane networks.
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	N/A	MacKay does not connect to the City of Spokane networks.

EXHIBIT F

Service Level Agreement

This Service Level Agreement is intended to provide an understanding of the services provided by MacKay Meters, Inc. ("MacKay") and its third-party vendors to the City of Spokane ("City").

Support

The following is an overview of system support and acceptable response times.

Implementation Support

MacKay will provide a dedicated Project Manager and key personnel who will be responsible for project oversight and delivery of MacKay hardware, software and systems. The Project Manager will be the single point of contact for the City and will be responsible for the management, implementation, and on-going trouble shooting during installation. The Project Manager will coordinate efforts with the City designee. They will be available to the City by telephone or video access during implementation to respond to City needs, questions and or issues. The Project Manager will develop, in consultation with the City, a detailed work plan and project schedule. Any changes in personnel to this position will be sent to the City in writing.

Training

MacKay will provide training for City staff on operating and maintaining mkBeacon's as well as using the Sentinel Meter Management System and mkAnalytics. The training schedule will be developed in consultation with the City prior to implementation. All attendees who successfully complete the course curriculum covered in the trainings will be issued a MacKay Guardian mkBeacon and Sentinel Meter Management System Level 1 Technician Certificate.

MacKay will provide training materials as well as manuals and user guides to staff. MacKay will continue to provide the City with any updated manuals and/or user guides. Virtual or phone meetings are also available to further provide on-line training sessions/ support.

Post-Implementation Support

MacKay will provide a dedicated customer service manager who will be a single point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing. For issues not resolved during the initial call, the issue is escalated by MacKay Customer Service to development or administration for clarification and the response is tracked until resolved.

MacKay will offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions and reporting. Customer Service response to non-emergency calls will be within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. An after-hours emergency support line shall be available 24/7.

MacKay will provide email or text support for City staff for system software issues, system hardware issues, feature-related questions and reporting. MacKay will respond within twenty-four (24) business hours.

Liquidated Damages and Credits

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to MacKay by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to MacKay by the City during the initial 12-month period of this Agreement. MacKay agrees to pay these amounts to the City as set forth:

Failure of Single Space Meter(s)

Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide MacKay with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.

PCO Data Security Failure

Failure of MacKay to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eighth (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

Accuracy

The City will issue a written warning to MacKay if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). MacKay will cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, MacKay will be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

MacKay's obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the MacKay stating why they did not meet the availability levels. Upon receipt of such notice, the MacKay has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the MacKay did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

EXHIBIT H

Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at anytime.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
2. Software			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
3. Warranty			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device)	\$40.00	Each
	4 Year Warranty (per device)	\$80.00	Each
	5 Year Warranty (per device)	\$120.00	Each
4. Additional Costs			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Decals	Size and design determine cost (cost varies for each decal)	\$1-10	
5. Spare Parts or Items			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each
75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each

6. Shipping

mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
CITY OF SPOKANE - PURCHASING		J.J. MacKay Canada Ltd.	
808 W. Spokane Falls Blvd.		P.O. Box 338	
Spokane WA		POSTAL CODE 992013316	New Glasgow NS
			POSTAL CODE B2H 5E3

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Confirmation of Insurance

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS


TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Chubb Insurance Company of Canada 35814085	2021/06/30	2022/06/30	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000
				- EACH OCCURRENCE		1,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		1,000,000
				MEDICAL PAYMENTS		10,000
				TENANTS LEGAL LIABILITY		1,000,000
				POLLUTION LIABILITY EXTENSION		
				Employer's Liability		1,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Chubb Insurance Company of Canada 35814085	2021/06/30	2022/06/30	NON-OWNED AUTOMOBILES HIRED AUTOMOBILES		1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	Chubb Insurance Company of Canada 79841661	2021/06/30	2022/06/30	EACH OCCURRENCE		4,000,000
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/>						
<input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)	
Arthur J. Gallagher Canada Limited			
227 Main Street			
Antigonish NS	POSTAL CODE B2G 2M5		
BROKER CLIENT ID:		POSTAL CODE	

8. CERTIFICATE AUTHORIZATION

ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Peter Fraser, BBA, CAIB	TYPE Phone	NO. 902-863-3210	TYPE NO.
	TYPE Fax	NO. 902-863-1336	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 2021/08/09	EMAIL ADDRESS	