

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

### **Rule 2.2      Open Forum**

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

### **Rule 5.4      Public Testimony Regarding Legislative Agenda Items – Time Limits**

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

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MAY 8, 2017

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for May 8, 2017:

User Name: **COS Guest**

Password: **xzvbK0mR**

Please note the space in user name. Also, both user name and password are case sensitive

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

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

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

## **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**Council Reports**

**Staff Reports**

**Committee Reports**

**Advance Agenda Review**

**Current Agenda Review**

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## **ADMINISTRATIVE SESSION**

**Roll Call of Council**

## **CONSENT AGENDA**

### **REPORTS, CONTRACTS AND CLAIMS**

### **RECOMMENDATION**

**1. Value Blanket Orders with:**

**Approve  
All**

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



- |   |  |                                   |                              |
|---|--|-----------------------------------|------------------------------|
| 2.  | Contract Extension with Public Safety Corporation Inc. (Waldorf, MD) for continued joint-administration of the False Alarm Program from July 1, 2017 through June 30, 2018—Estimated revenue is approximately \$300,000/year.  | Approve                           | OPR 2011-0535                |
| 3.  | Contract with Bednash Consulting, Inc. (Roselle, IL) for mechanical inspection of the concrete chimney at the Waste to Energy Facility from May 1, 2017 through April 30, 2018—\$17,250 plus a 10% administrative reserve of \$1,725 for a total of \$18,975 (excl. taxes).                              | Approve                           | OPR 2017-0315<br>RFP 4347-17 |
| 4.  | Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit No. 2 Fabric Filter Bag Change Out for the Waste to Energy Facility—\$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88 (excl. taxes).  | Approve                           | OPR 2017-0316<br>RFB 4346-17 |
| 5.  | Contract Amendment with ASME (New York, NY) for Qualification and Certification of Resource Recovery Facility Operator examinations for the Waste to Energy Facility—increase of \$16,000. Total Contract amount: \$63,157.  | Approve                           | OPR 2017-0247                |
| 6.  | Contract with Hill International, Inc. (Spokane, WA) for Design Build Project Management Services for the Post Street Pedestrian and Utility Bridge Replacement project—\$100,000 plus a 10% administrative reserve of \$10,000 for a total of \$110,000.  | Approve                           | PRO 2017-0014<br>ENG 2017105 |
| 7.  | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 28, 2017, total \$6,493,748.19, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,258,814.45. | Approve &<br>Authorize<br>Payment | CPR 2017-0002                |
| 8.  | City Council Meeting Minutes: April 24, 2017 and April 27, 2017.   | Approve<br>All                    | CPR 2017-0013                |
| Staff request motion to suspend Council Rules to add the following items (OPR 2017-0324 and OPR 2017-0326): |  |                                   |                              |
| 9.  | Interlocal Agreement with Spokane County for Detention Services/Geiger Corrections Center for Work Crew Services for various departments from January 1, 2017 through December 31, 2021.   | Approve                           | OPR 2017-0324                |

10. **Multi-scope Contract with Spokane County Detention Services Department to use Geiger Crew Services for multiple City departments requiring manual labor—not to exceed \$120,000.** **Approve** **OPR 2017-0326**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **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.**

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## OPEN FORUM

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

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

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

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

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

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

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

## NO EMERGENCY ORDINANCES

### RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

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

**RES 2017-0033** Approving amendments to the City Council standing committee administrative procedures. (Deferred from May 1, 2017, Agenda)

**Request motion to suspend Council Rules to add the following item (RES 2017-0038):**

**RES 2017-0038** Joint City/County Resolution in the matter of approving FAA Form 5100 and delegating certain matters to Spokane Airport CEO in connection with the transfer of certain airport improvement program funds.

## **NO FINAL READING ORDINANCES**

### **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

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

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

### **FURTHER ACTION DEFERRED**

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## **SPECIAL CONSIDERATIONS**

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

### **RECOMMENDATION**

S1. Establishing the Plan Commission Work Program for 2017. Approve OPR 2017-0317

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## **NO HEARINGS**

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## **OPEN FORUM (CONTINUED)**

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

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

**ADJOURNMENT**

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

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**NOTES**

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

05/08/2017

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

BRIEFING PAPER  
Public Works Committee  
Street Maintenance  
April 24, 2017

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Subject

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

Background

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

Impact

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

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

Action

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

Funding

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

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

05/08/2017

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



# Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

## Upcoming Council Agenda Items

### Forest Land Response Agreement and Federal Grant Agreement

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

### Medical Advisor Agreement

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

### Detox Services Contract:

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

### Infor Contract

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

### Electronic Patient Care Reporting Purchase:

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

### EMS PPE Blanket Contract:

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

## Updates and Information:

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

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

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

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



3801 Fruit Valley Rd.  
Suite C  
Vancouver, WA 98660

## Quote

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

### Bill To

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

### Ship To

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

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

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

<b>Subtotal</b>	225.69
<b>Shipping Cost (FedEx Ground)</b>	0.00
<b>Tax Total</b>	19.86
<b>Total</b>	\$245.55

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

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

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



QT1093025

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

05/08/2017

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

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

**Agenda Wording**

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

**Summary (Background)**

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	LYNDS, SARAH	<u><b>Study Session</b></u>	4/17/17
<u><b>Division Director</b></u>	MEIDL, CRAIG	<u><b>Other</b></u>	
<u><b>Finance</b></u>	LYNDS, SARAH	<u>Distribution List</u>	
<u><b>Legal</b></u>	DALTON, PAT	spdfinance@spokanepolice.org	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	cwahl@spokanecity.org	
<u>Additional Approvals</u>			
<u><b>Purchasing</b></u>	WAHL, CONNIE		

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

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**Subject**

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

**Background**

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

**Impact**

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

**Action**

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

**Funding**

**General Fund**

# BID TABULATION

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



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

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

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

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

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

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

DAVID A. CONDON  
MAYOR



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

## REQUEST FOR BIDS

City of Spokane, Washington

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

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

**BID SUBMITTED BY:**

**COMPANY** SAN DIEGO POLICE EQUIPMENT CO. INC.

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

**PHYSICAL ADDRESS** Same

**PHONE NUMBER** 800 367 8989

**FAX NUMBER** 858 974 8536

**E-MAIL ADDRESS** RYAN@SANDIEGOPOLICEEQUIPMENT.COM

**SIGNATURE:** B. H.

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

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

## PART I. PRICING AND BIDDER INFORMATION

### SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING

BID NAME: POLICE AMMUNITION

BID NO: #4320-17

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

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

Payment Terms: Net 30 days via direct deposit/ach

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

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

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

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

### SECTION II. BIDDER INFORMATION

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

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

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

Name: RYAN KING Phone: 800 367 8989

#### BUSINESS REGISTRATION REQUIREMENT

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

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: T 12074430 BUS



**ORGANIZATION**

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

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

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

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

**MINORITY BUSINESS ENTERPRISE**

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

**SMALL BUSINESS**

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

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

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

**2. NON-COLLUSION**

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

**3. INTERLOCAL PURCHASE AGREEMENTS**

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

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

**4. CONTRACT PERIOD**

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

**5. RENEWAL**

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

**6. QUANTITIES**

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

**7. ACCEPTANCE PERIOD**

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

**8. DISCOUNT PERCENTAGES**

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

**9. PRICE DECREASES**

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

**10. NON-ESCALATION**

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

**11. DELIVERY DEFAULT**

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

## **PART III. INSTRUCTIONS AND SPECIFICATIONS**

### **SECTION I. GENERAL INSTRUCTIONS**

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

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

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

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

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

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

## SECTION II. SPECIAL INSTRUCTIONS

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

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



**INITIAL**

## SECTION III. TECHNICAL SPECIFICATIONS

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

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

**A. "To Be Supplied" Column**

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

**B. "Exceptions" Column**

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

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

*Bidding all as specified.*

## **PART IV. BID SUBMISSION AND EVALUATION**

### **SECTION I. BID SUBMISSION**

#### **1. PREPARATION OF BIDS**

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

#### **2. PREPARATION OF ENVELOPES**

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

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

#### **3. SUBMISSION OF BIDS**

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

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

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

#### **NOTE: Proposals will not be accepted by fax or email**

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

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

#### **4. INTERPRETATION**

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

#### **5. WITHDRAWAL OF BIDS**

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

## **SECTION II. BID EVALUATION**

### **1. EVALUATION OF BIDS**

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

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

### **2. BIDDING ERRORS**

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

### **3. BIDDER PREQUALIFICATION**

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

### **4. REJECTION OF BIDS**

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

### **5. AWARD OF CONTRACT**

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

## **PART V. STANDARD TERMS AND CONDITIONS**

### **1. PATENTS, TRADEMARKS AND COPYRIGHTS**

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

### **2. TITLE**

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

### **3. COMPLIANCE WITH LAWS**

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

### **4. CONTRACT DISPUTES**

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

### **5. OVERCHARGES**

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

### **6. WARRANTIES**

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

### **7. UNIFORM COMMERCIAL CODE**

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

### **8. NONDISCRIMINATION**

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

### **9. ANTI-KICKBACK**

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

### **10. SAVE HARMLESS**

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

### **11. TAXES**

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



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

## **12. BRAND NAME "OR EQUAL"**

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

## **13. QUANTITIES**

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

## **14. ASSIGNMENTS**

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

## **15. CHANGES**

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

## **16. DEFAULT**

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

## **17. REJECTION**

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

## **18. TERMINATION**

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

## **19. NON-WAIVER**

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

## **20. SEVERABILITY**

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

## **21. MINORITY BUSINESS OPPORTUNITIES**

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

## **22. FREIGHT TERMS**

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

## **23. PAYMENT**

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

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

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

## **24. VENDOR'S COOPERATION**

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

**ATTACHMENT A**  
**PRICING PAGE**  
**REQUEST FOR BIDS #4320-17**

**SUBMITTED BY: RYAN KING**

**TITLE: SALES MANAGER**

**COMPANY: SAN DIEGO POLICE EQUIPMENT CO. INC.**

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

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

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

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

References:

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

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

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

**ATTACHMENT A**  
**PRICING PAGE**  
**REQUEST FOR BIDS #4320-17**

**SUBMITTED BY: RYAN KING**

**TITLE: SALES MANAGER**

**COMPANY: SAN DIEGO POLICE EQUIPMENT CO. INC.**

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<b>TOTAL BID</b>	<b>\$ 112,908.34</b>

DAVID A. CONDON  
MAYOR



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

## REQUEST FOR BIDS

City of Spokane, Washington

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

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

**BID SUBMITTED BY:**

**COMPANY** Dodley Enterprises, Inc.


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

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

**PHONE NUMBER** 714 630 6436

**FAX NUMBER** 714 630 3910

**E-MAIL ADDRESS** Chris@dodleyenterprises.com

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



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

## SECTION I. PRICING

**BID NO: #4320-17**

**ORGANIZATION**

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

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

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

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

**MINORITY BUSINESS ENTERPRISE**

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

**SMALL BUSINESS**

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

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

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

**2. NON-COLLUSION**

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

**3. INTERLOCAL PURCHASE AGREEMENTS**

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



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

**4. CONTRACT PERIOD**

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

**5. RENEWAL**

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

**6. QUANTITIES**

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

**7. ACCEPTANCE PERIOD**

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

**8. DISCOUNT PERCENTAGES**

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

**9. PRICE DECREASES**

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

**10. NON-ESCALATION**

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

**11. DELIVERY DEFAULT**

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

## **PART III. INSTRUCTIONS AND SPECIFICATIONS**

### **SECTION I. GENERAL INSTRUCTIONS**

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

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

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

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

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

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

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

## SECTION II. SPECIAL INSTRUCTIONS

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

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



**INITIAL**

## SECTION III. TECHNICAL SPECIFICATIONS

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

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

**A. "To Be Supplied" Column**

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

**B. "Exceptions" Column**

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

**MINIMUM SPECIFICATIONS TABLE**

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

↑  
Spec sheets  
provided as  
attachments

## **PART IV. BID SUBMISSION AND EVALUATION**

### **SECTION I. BID SUBMISSION**

#### **1. PREPARATION OF BIDS**

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

#### **2. PREPARATION OF ENVELOPES**

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

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

#### **3. SUBMISSION OF BIDS**

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

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

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

#### **NOTE: Proposals will not be accepted by fax or email**

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

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

#### **4. INTERPRETATION**

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

#### **5. WITHDRAWAL OF BIDS**

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

## **SECTION II. BID EVALUATION**

### **1. EVALUATION OF BIDS**

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

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

### **2. BIDDING ERRORS**

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

### **3. BIDDER PREQUALIFICATION**

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

### **4. REJECTION OF BIDS**

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

### **5. AWARD OF CONTRACT**

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

## **PART V. STANDARD TERMS AND CONDITIONS**

### **1. PATENTS, TRADEMARKS AND COPYRIGHTS**

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

### **2. TITLE**

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

### **3. COMPLIANCE WITH LAWS**

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

### **4. CONTRACT DISPUTES**

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

### **5. OVERCHARGES**

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

### **6. WARRANTIES**

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

### **7. UNIFORM COMMERCIAL CODE**

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

### **8. NONDISCRIMINATION**

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

### **9. ANTI-KICKBACK**

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

### **10. SAVE HARMLESS**

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

### **11. TAXES**

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

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

## **12. BRAND NAME "OR EQUAL"**

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

## **13. QUANTITIES**

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

## **14. ASSIGNMENTS**

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

## **15. CHANGES**

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

## **16. DEFAULT**

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

## **17. REJECTION**

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

## **18. TERMINATION**

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

## **19. NON-WAIVER**

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

## **20. SEVERABILITY**

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

## **21. MINORITY BUSINESS OPPORTUNITIES**

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



## **22. FREIGHT TERMS**

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

## **23. PAYMENT**

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

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

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

## **24. VENDOR'S COOPERATION**

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

**ATTACHMENT A**  
**PRICING PAGE**  
**REQUEST FOR BIDS #4320-17**

**SUBMITTED BY:** Chris Dooley

**TITLE:** Vice President

**COMPANY:** Dooley Enterprises, Inc.

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

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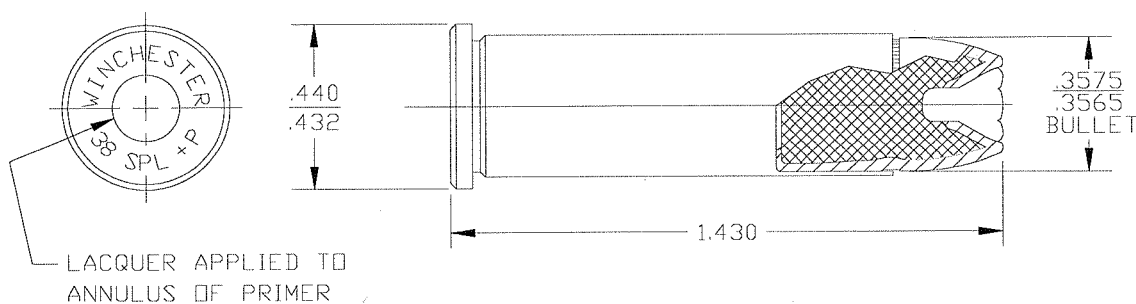
**NOTE: All freight costs including handling and shipping fees must be included in unit prices above.**

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



## Winchester 38 Special +P (130) Bonded JHP

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



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



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

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

Shellcase: 9mm LUGER Brass shellcase.

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

Primer: Winchester non-corrosive primer.

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

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

Muzzle Energy: 320 ft-lb.

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

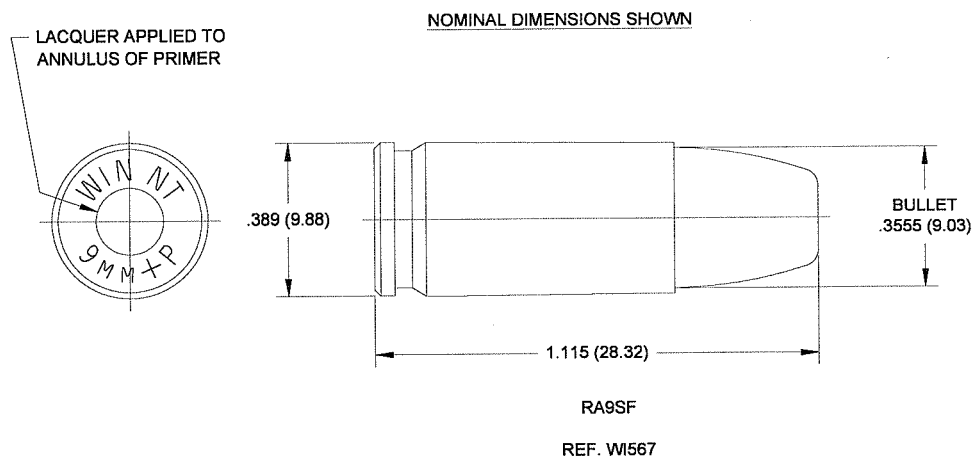
### TYPICAL PERFORMANCE CHARACTERISTICS

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



## Winchester 9mm Luger +P (100) Sinterfire Frangible

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



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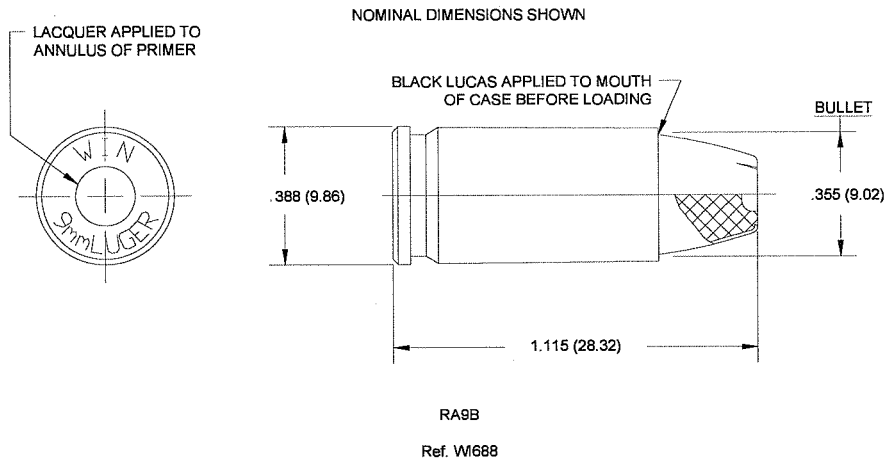
PRODUCT INFORMATION SHEET #170  
Rev. A 11-17-2003

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



## Winchester 9mm Luger (147) Bonded JHP

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



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

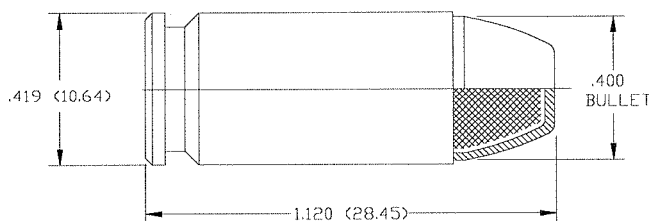
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 40 S&W (180) FMJ Paramilitary

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

NOMINAL DIMENSIONS SHOWN



Q4238

REF. W1707

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PRODUCT INFORMATION SHEET #289  
Rev. 03-29-2006

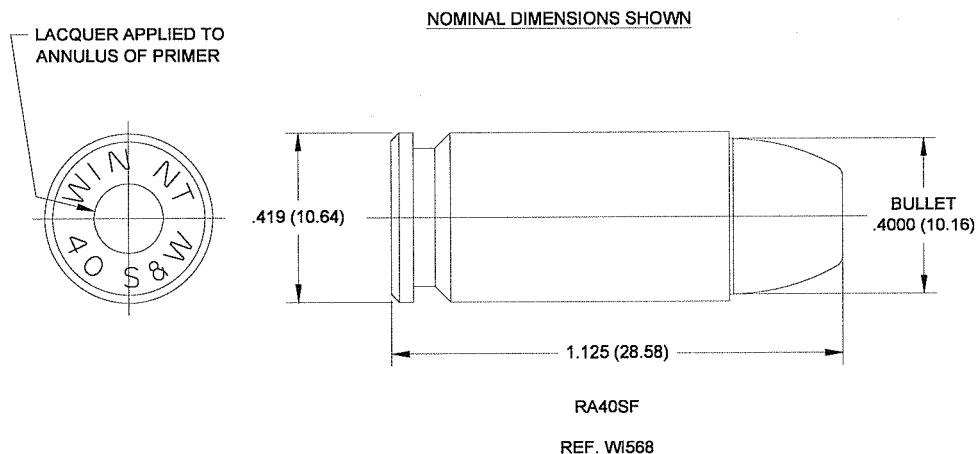
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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)





## Winchester 40 S&W (135) Sinterfire Frangible

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



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

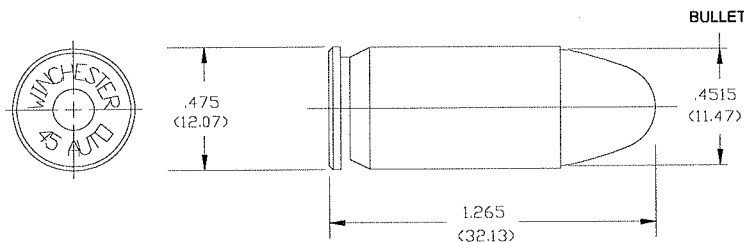
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 45 Auto (230) FMJ Paramilitary

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

NOMINAL DIMENSIONS SHOWN



Q4170

REF. W414

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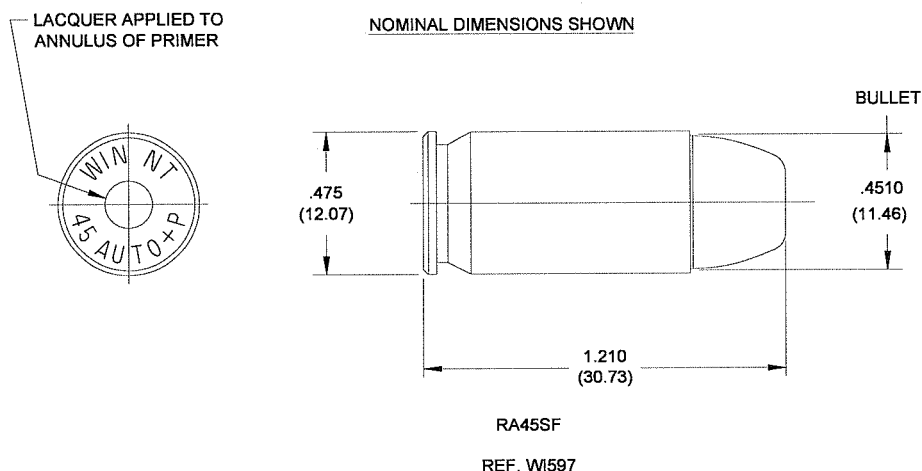
PRODUCT INFORMATION SHEET #136  
Rev. B - 10-30-2009

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 45 Auto +P (175) Sinterfire Frangible

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



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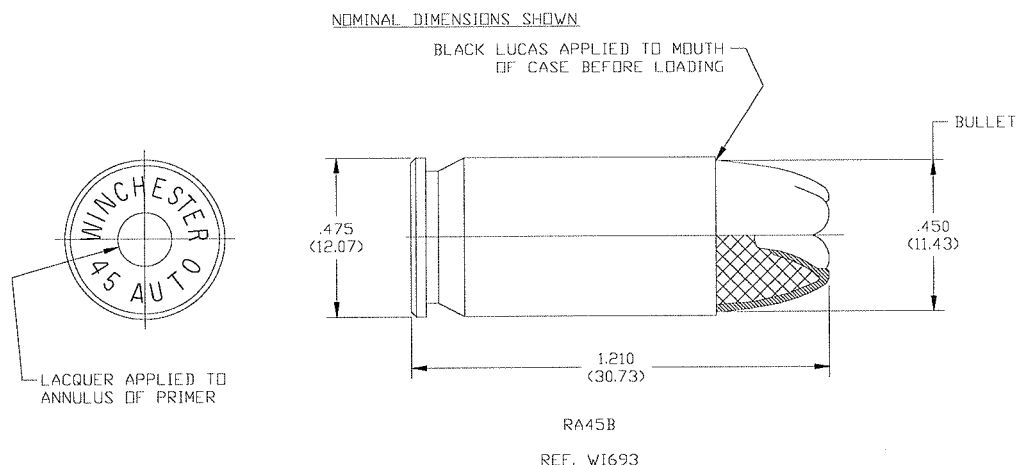
PRODUCT INFORMATION SHEET #193  
Rev. A- 11-17-2003

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 45 Auto (230) Ranger® Bonded JHP

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



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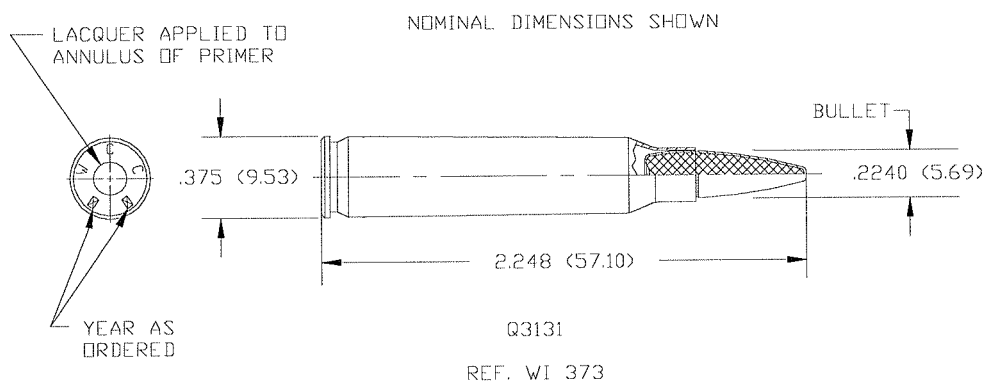
PRODUCT INFORMATION SHEET #282  
Revised: 6-8-2009

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 5.56mm (55) FMJ Paramilitary

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



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

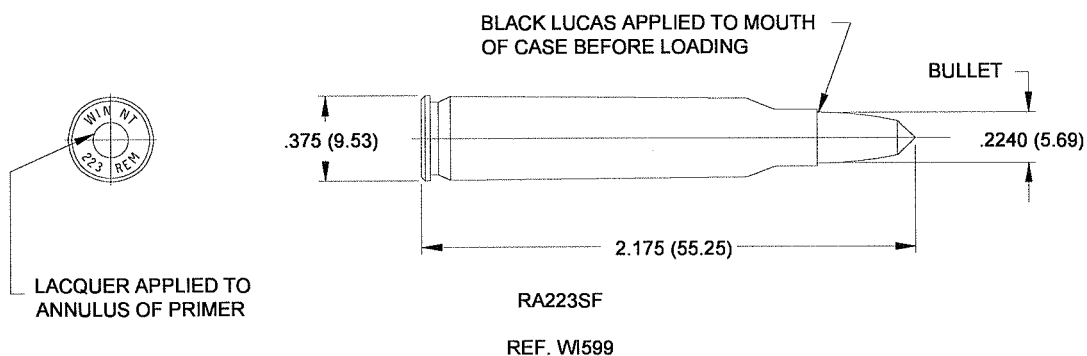


A1.11

## Winchester 223 Rem (55) Sinterfire Frangible

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

NOMINAL DIMENSIONS SHOWN



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PRODUCT INFORMATION SHEET #195  
Rev. D 5-25-2004OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)

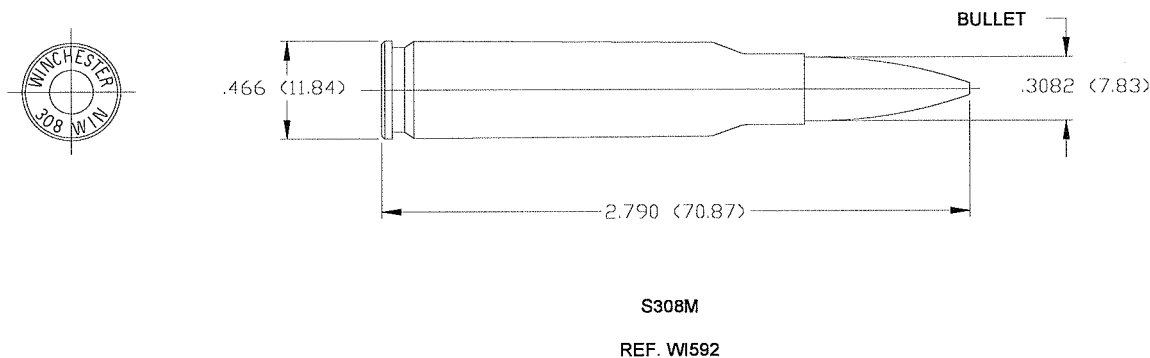


A1.12

## Winchester Supreme 308 Win (168) HPBT Match

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

NOMINAL DIMENSIONS SHOWN



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

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

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

DAVID A. CONDON  
MAYOR



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

## REQUEST FOR BIDS

City of Spokane, Washington

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

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

**BID SUBMITTED BY:**

**COMPANY** Dodley Enterprises, Inc.


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

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

**PHONE NUMBER** 714 630 6436

**FAX NUMBER** 714 630 3910

**E-MAIL ADDRESS** Chris@dodleyenterprises.com

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



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



## SECTION I. PRICING

**BID NO: #4320-17**

**ORGANIZATION**

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

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

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

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

**MINORITY BUSINESS ENTERPRISE**

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

**SMALL BUSINESS**

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

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

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

**2. NON-COLLUSION**

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

**3. INTERLOCAL PURCHASE AGREEMENTS**

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

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

**4. CONTRACT PERIOD**

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

**5. RENEWAL**

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

**6. QUANTITIES**

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

**7. ACCEPTANCE PERIOD**

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

**8. DISCOUNT PERCENTAGES**

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

**9. PRICE DECREASES**

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

**10. NON-ESCALATION**

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

**11. DELIVERY DEFAULT**

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

## **PART III. INSTRUCTIONS AND SPECIFICATIONS**

### **SECTION I. GENERAL INSTRUCTIONS**

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

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

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

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

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

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

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

## SECTION II. SPECIAL INSTRUCTIONS

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

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



**INITIAL**

## SECTION III. TECHNICAL SPECIFICATIONS

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

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

**A. "To Be Supplied" Column**

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

**B. "Exceptions" Column**

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

**MINIMUM SPECIFICATIONS TABLE**

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

↑  
Spec sheets  
provided as  
attachments

## **PART IV. BID SUBMISSION AND EVALUATION**

### **SECTION I. BID SUBMISSION**

#### **1. PREPARATION OF BIDS**

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

#### **2. PREPARATION OF ENVELOPES**

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

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

#### **3. SUBMISSION OF BIDS**

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

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

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

#### **NOTE: Proposals will not be accepted by fax or email**

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

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

#### **4. INTERPRETATION**

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

#### **5. WITHDRAWAL OF BIDS**

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

## **SECTION II. BID EVALUATION**

### **1. EVALUATION OF BIDS**

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

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

### **2. BIDDING ERRORS**

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

### **3. BIDDER PREQUALIFICATION**

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

### **4. REJECTION OF BIDS**

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

### **5. AWARD OF CONTRACT**

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



## **PART V. STANDARD TERMS AND CONDITIONS**

### **1. PATENTS, TRADEMARKS AND COPYRIGHTS**

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

### **2. TITLE**

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

### **3. COMPLIANCE WITH LAWS**

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

### **4. CONTRACT DISPUTES**

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

### **5. OVERCHARGES**

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

### **6. WARRANTIES**

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

### **7. UNIFORM COMMERCIAL CODE**

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

### **8. NONDISCRIMINATION**

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

### **9. ANTI-KICKBACK**

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

### **10. SAVE HARMLESS**

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

### **11. TAXES**

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

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

## **12. BRAND NAME "OR EQUAL"**

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

## **13. QUANTITIES**

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

## **14. ASSIGNMENTS**

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

## **15. CHANGES**

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

## **16. DEFAULT**

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

## **17. REJECTION**

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

## **18. TERMINATION**

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

## **19. NON-WAIVER**

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

## **20. SEVERABILITY**

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

## **21. MINORITY BUSINESS OPPORTUNITIES**

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

## **22. FREIGHT TERMS**

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

## **23. PAYMENT**

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

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

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

## **24. VENDOR'S COOPERATION**

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

**ATTACHMENT A**  
**PRICING PAGE**  
**REQUEST FOR BIDS #4320-17**

**SUBMITTED BY:** Chris Dooley

**TITLE:** Vice President

**COMPANY:** Dooley Enterprises, Inc.

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

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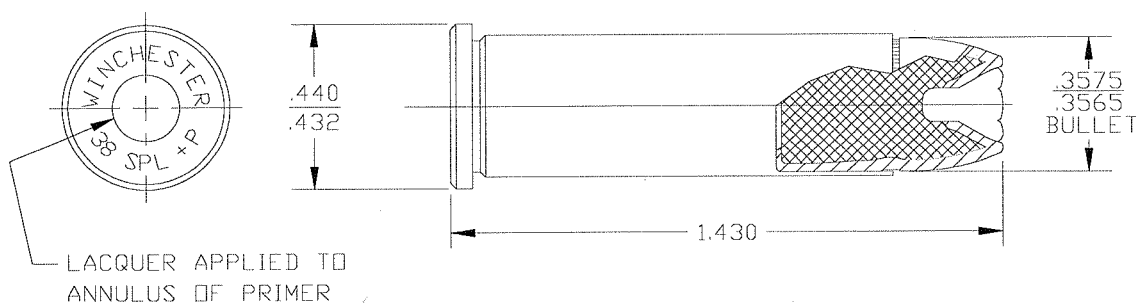
**NOTE: All freight costs including handling and shipping fees must be included in unit prices above.**

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



## Winchester 38 Special +P (130) Bonded JHP

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



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



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

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

Shellcase: 9mm LUGER Brass shellcase.

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

Primer: Winchester non-corrosive primer.

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

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

Muzzle Energy: 320 ft-lb.

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

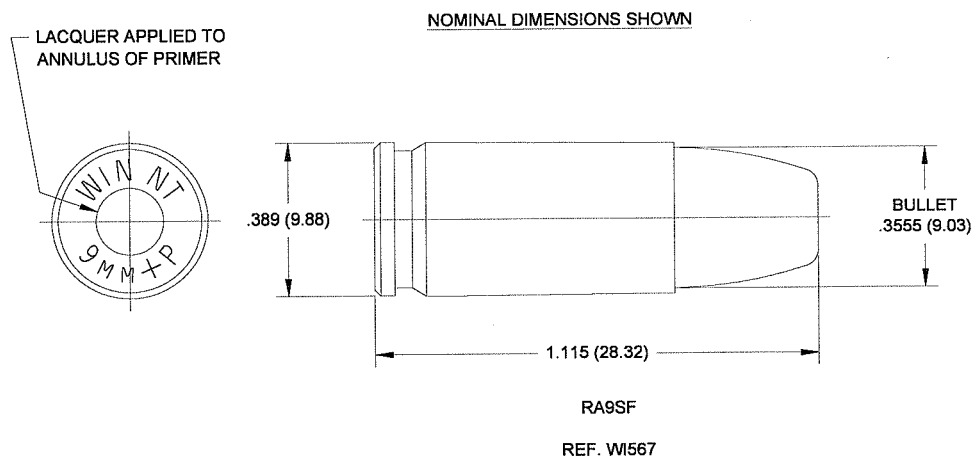
### TYPICAL PERFORMANCE CHARACTERISTICS

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



## Winchester 9mm Luger +P (100) Sinterfire Frangible

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



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

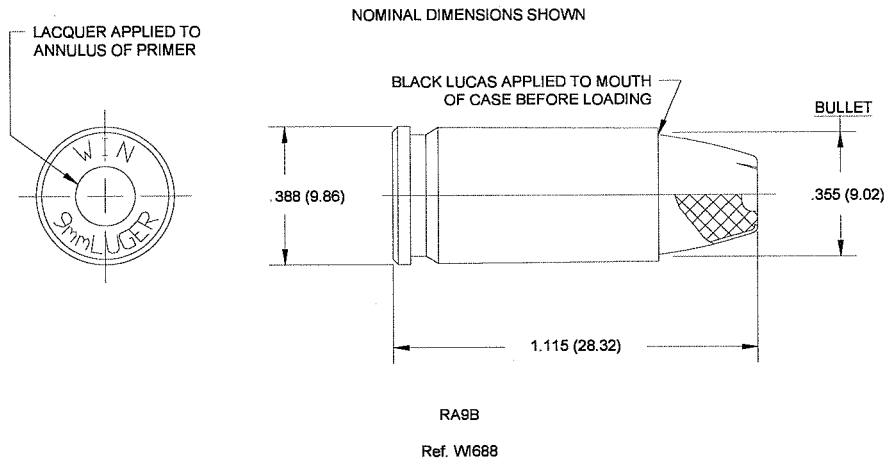
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)





## Winchester 9mm Luger (147) Bonded JHP

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



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

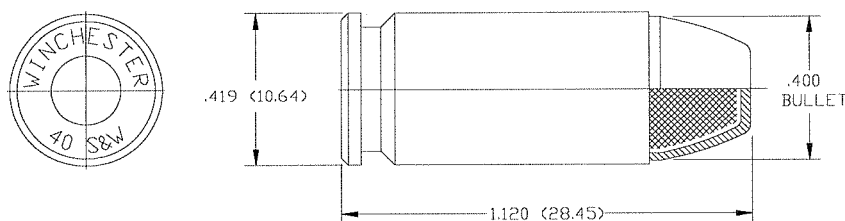
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 40 S&W (180) FMJ Paramilitary

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

NOMINAL DIMENSIONS SHOWN



Q4238

REF. W1707

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PRODUCT INFORMATION SHEET #289

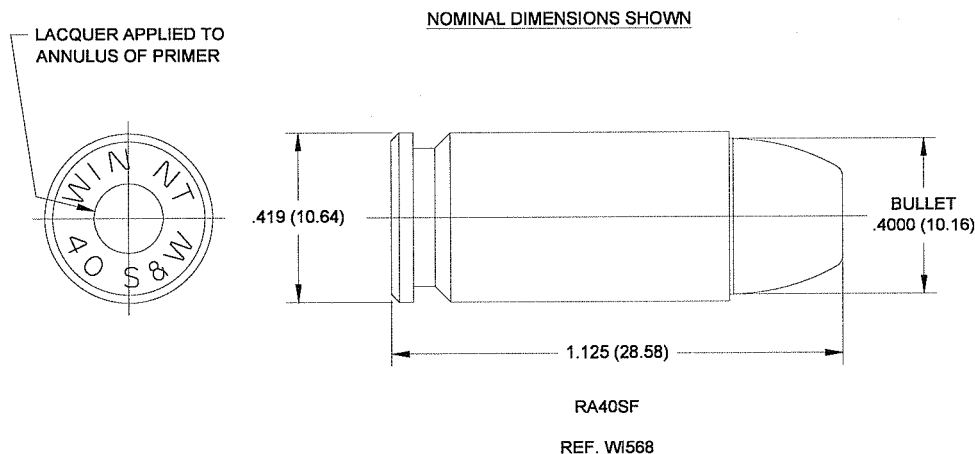
Rev. 03-29-2006

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 TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 40 S&W (135) Sinterfire Frangible

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



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

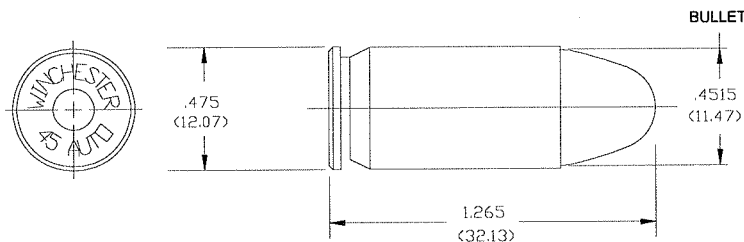
OLIN CORPORATION • WINCHESTER DIVISION • 427 NORTH SHAMROCK STREET • EAST ALTON, IL 62024-1197  
TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 45 Auto (230) FMJ Paramilitary

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

NOMINAL DIMENSIONS SHOWN



Q4170

REF. W414

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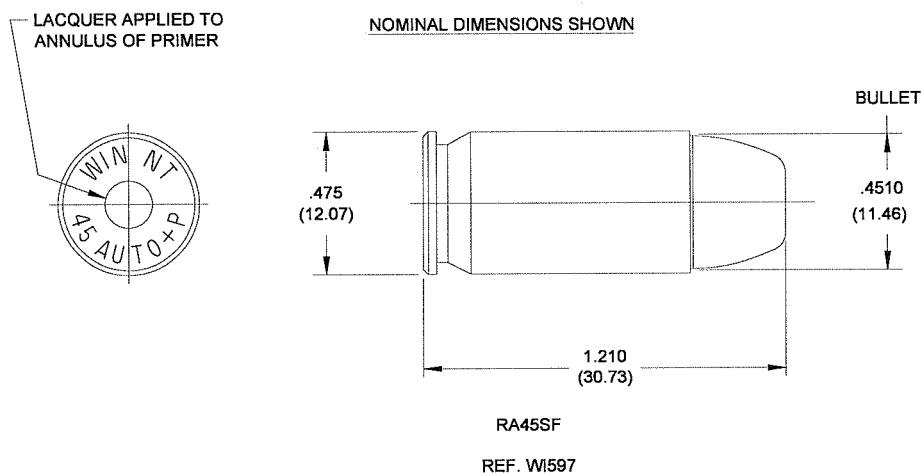
PRODUCT INFORMATION SHEET #136  
Rev. B - 10-30-2009

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



## Winchester 45 Auto +P (175) Sinterfire Frangible

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



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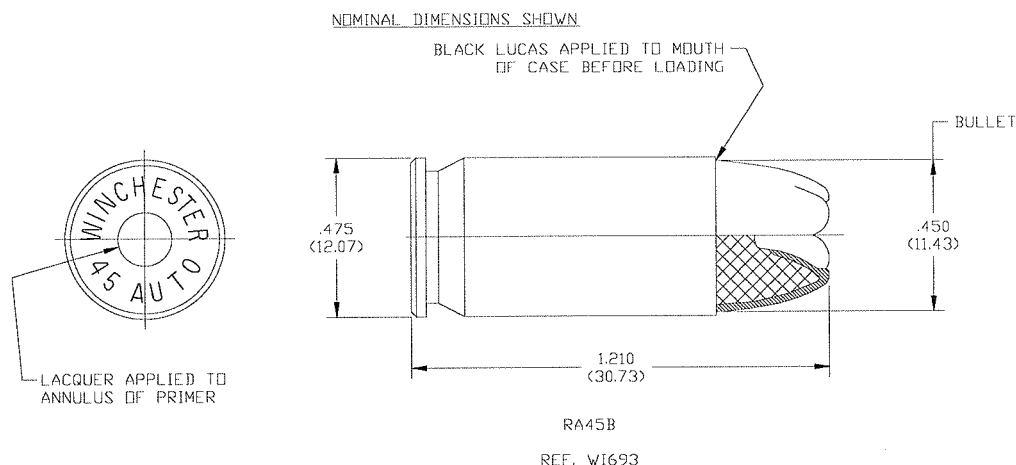
PRODUCT INFORMATION SHEET #193  
Rev. A- 11-17-2003

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



## Winchester 45 Auto (230) Ranger® Bonded JHP

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



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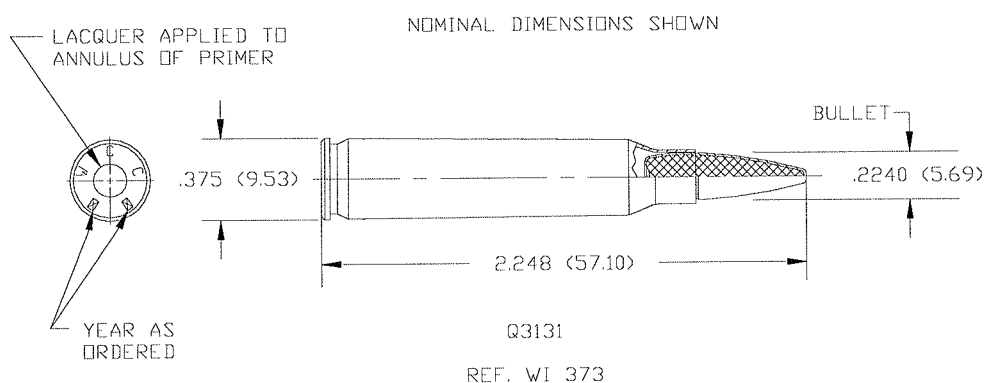
PRODUCT INFORMATION SHEET #282  
Revised: 6-8-2009

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



## Winchester 5.56mm (55) FMJ Paramilitary

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



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

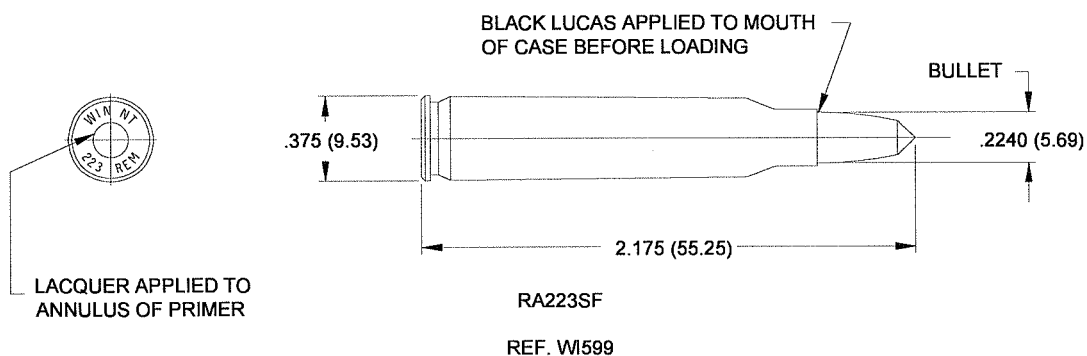


A1.11

## Winchester 223 Rem (55) Sinterfire Frangible

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

NOMINAL DIMENSIONS SHOWN



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

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)



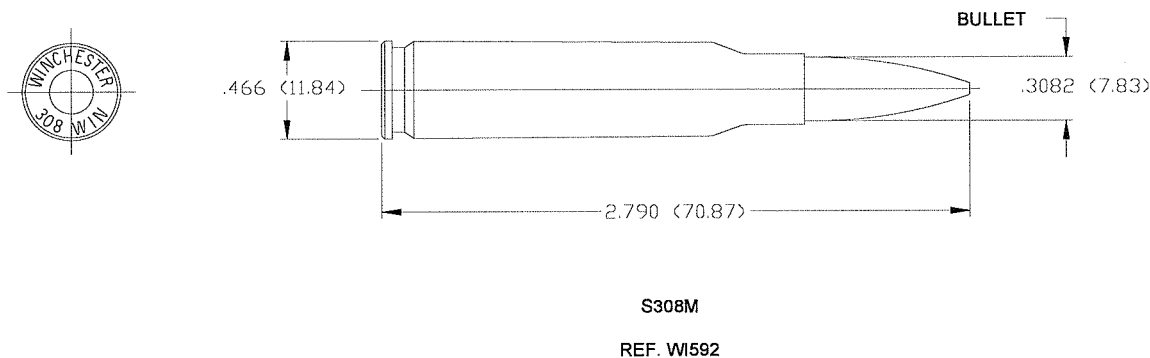


A1.12

## Winchester Supreme 308 Win (168) HPBT Match

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

NOMINAL DIMENSIONS SHOWN



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

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TELEPHONE: 618 258-2000 • WEB SITE: [www.winchester.com](http://www.winchester.com)

DAVID A. CONDON  
MAYOR



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

## REQUEST FOR BIDS

City of Spokane, Washington

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

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

**BID SUBMITTED BY:**

**COMPANY** Commonwealth Ammunition, LLC

**MAILING ADDRESS** 7315 NE 1<sup>st</sup> Place

**Miami, FL 33138** \_\_\_\_\_

**PHYSICAL ADDRESS** 7315 NE 1<sup>st</sup> Place

**Miami, FL 33138** \_\_\_\_\_

**PHONE NUMBER** 302-300-3700

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** AOliver@cwammunition.com

**SIGNATURE:** \_\_\_\_\_

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

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

### PART I. PRICING AND BIDDER INFORMATION

## SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING

BID NAME: POLICE AMMUNITION

BID NO: #4320-17

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

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

Payment Terms: Net 30 days via direct deposit/ach

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

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

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

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

## SECTION II. BIDDER INFORMATION

Company Name: Adam Oliver  
(Type or Print)

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

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

Name: Adam Oliver Phone: 302-300-3700

### BUSINESS REGISTRATION REQUIREMENT

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

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**ORGANIZATION**

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

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

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

NAME

ADDRESS

ZIP

**MINORITY BUSINESS ENTERPRISE**

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

**SMALL BUSINESS**

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

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

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

**2. NON-COLLUSION**

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

**3. INTERLOCAL PURCHASE AGREEMENTS**

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

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

**4. CONTRACT PERIOD**

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

**5. RENEWAL**

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

**6. QUANTITIES**

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

**7. ACCEPTANCE PERIOD**

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

**8. DISCOUNT PERCENTAGES**

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

**9. PRICE DECREASES**

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

**10. NON-ESCALATION**

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

**11. DELIVERY DEFAULT**

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

## **PART III. INSTRUCTIONS AND SPECIFICATIONS**

### **SECTION I. GENERAL INSTRUCTIONS**

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

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

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

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

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

## SECTION II. SPECIAL INSTRUCTIONS

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

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

  
**INITIAL**

## SECTION III. TECHNICAL SPECIFICATIONS

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

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

**A. "To Be Supplied" Column**

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

**B. "Exceptions" Column**

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

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



## **PART IV. BID SUBMISSION AND EVALUATION**

### **SECTION I. BID SUBMISSION**

#### **1. PREPARATION OF BIDS**

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

#### **2. PREPARATION OF ENVELOPES**

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

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

#### **3. SUBMISSION OF BIDS**

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

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

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

**NOTE: Proposals will not be accepted by fax or email**

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

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

#### **4. INTERPRETATION**

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

#### **5. WITHDRAWAL OF BIDS**

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

## **SECTION II. BID EVALUATION**

### **1. EVALUATION OF BIDS**

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

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

### **2. BIDDING ERRORS**

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

### **3. BIDDER PREQUALIFICATION**

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

### **4. REJECTION OF BIDS**

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

### **5. AWARD OF CONTRACT**

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

## **PART V. STANDARD TERMS AND CONDITIONS**

### **1. PATENTS, TRADEMARKS AND COPYRIGHTS**

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

### **2. TITLE**

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

### **3. COMPLIANCE WITH LAWS**

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

### **4. CONTRACT DISPUTES**

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

### **5. OVERCHARGES**

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

### **6. WARRANTIES**

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

### **7. UNIFORM COMMERCIAL CODE**

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

### **8. NONDISCRIMINATION**

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

### **9. ANTI-KICKBACK**

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

### **10. SAVE HARMLESS**

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

### **11. TAXES**

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

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

**12. BRAND NAME "OR EQUAL"**

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

**13. QUANTITIES**

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

**14. ASSIGNMENTS**

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

**15. CHANGES**

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

**16. DEFAULT**

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

**17. REJECTION**

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

**18. TERMINATION**

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

**19. NON-WAIVER**

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

**20. SEVERABILITY**

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

**21. MINORITY BUSINESS OPPORTUNITIES**

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

## **22. FREIGHT TERMS**

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

## **23. PAYMENT**

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

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

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

## **24. VENDOR'S COOPERATION**

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

**ATTACHMENT A**  
**PRICING PAGE**  
**REQUEST FOR BIDS #4320-17**

**SUBMITTED BY:** Adam Oliver

**TITLE:** Co Owner

**COMPANY:** Commonwealth Ammunition, LLC

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

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

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

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

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

05/08/2017

Date Rec'd

4/25/2017

Clerk's File #

OPR 2017-0314

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

JUSTIN LUNDGREN 5096254115

Project #Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

LAPTOP, TABLETS, &amp; ACCESSORIES VALUE BLANKET

Agenda Wording

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

Summary (Background)

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

Fiscal ImpactBudget Account

Expense \$ 150,000.00

# 5901791159400056409

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUNDGREN, JUSTIN

Study Session

4/17/17

Division Director

LYNDS, SARAH

OtherFinance

LYNDS, SARAH

Distribution ListLegal

DALTON, PAT

spdfinance@spokanepolice.org

For the Mayor

SANDERS, THERESA

cwahl@spokanecity.org

Additional ApprovalsPurchasing

WAHL, CONNIE



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

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**Subject**

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

**Background**

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

**Impact**

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

**Action**

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

**Funding**

Fund 5901 SIP Loan



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



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

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

Contract Vendor Administrator:  
Michelle Chapin  
Email:  
[michelle.chapin@us.panasonic.com](mailto:michelle.chapin@us.panasonic.com)  
Phone: 973.303.7787

CONTRACT NO:

MNWNC-124

CONTRACT PERIOD:

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

Through

March 31, 2017

EXTENSION OPTION:

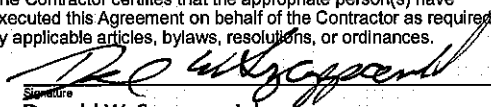
UP TO 36 MONTHS

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

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


**1. PANASONIC**

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

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

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

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

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

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**  
Or delegated representative.

By: Original signed  
Date: \_\_\_\_\_

MAR 12 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

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## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## SUMMARY

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

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

Band 2: Laptop

Band 3: Tablet

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

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

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

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

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

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

**a. Software**

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

**b. Services**

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

**c. Third Party Products.**

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

**d. Additional Product/Services**

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

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



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT A - TERMS & CONDITIONS

### MASTER AGREEMENT TERMS AND CONDITIONS

#### A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

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

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

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

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

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

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

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

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

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

**STATE OF MINNESOTA:**

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



# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

9. **DEFAULTS & REMEDIES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**28. ACCEPTANCE AND ACCEPTANCE TESTING.**

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

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

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

**30. TITLE OF PRODUCT.**

**OWNERSHIP**

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

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

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

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

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

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

# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf).  
  
Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.  
  
Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.
3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETE**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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

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

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

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

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

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

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

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 26. PREFERENCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

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



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



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING SCHEDULE

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



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

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

MANUFACTURER NAME \_\_\_\_\_ DATE: \_\_\_\_\_  
BASELINE PRICE LIST: \_\_\_\_\_  
LINK: \_\_\_\_\_

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

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



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# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT D - WEBSITE

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



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## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

### EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

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

DATE: \_\_\_\_\_

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

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

Action Requested: \_\_\_\_\_

Action Log: \_\_\_\_\_ Verify Log is attached

#### SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

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

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

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_

Title of Requester: \_\_\_\_\_





## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT F - REPORTING

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

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

### 3. REQUIRED REPORTS:

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



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**Components.** Parts that make up a computer configuration.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Panasonic recommends Windows.

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

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

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

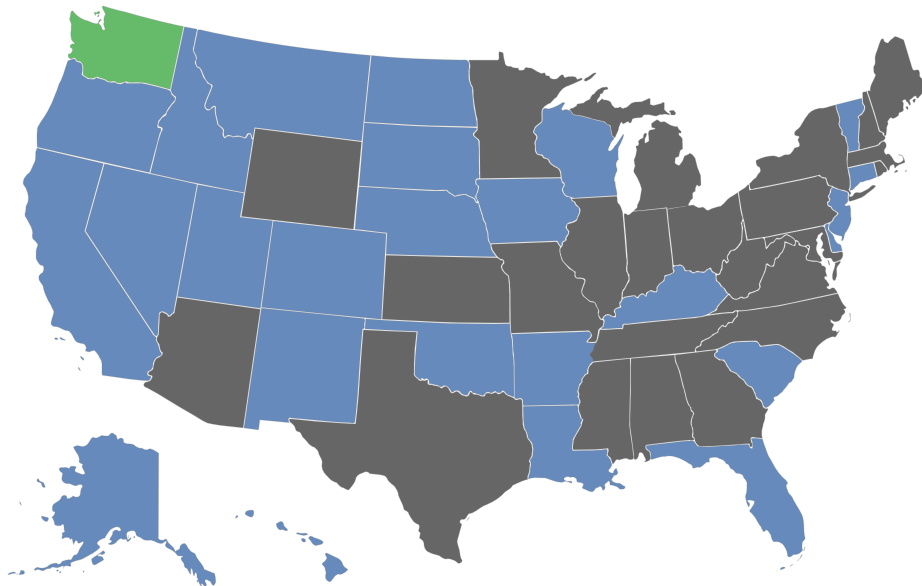
Please select a state from the map to determine if a new Purchasing Addendum has been executed by that state as a result of the NASPO ValuePoint multi-state computer equipment procurement contract. For more information concerning the NASPO PC contracts, please visit <http://www.naspovaluepoint.com/#/contract-details/52/contractor/270>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



#### Participating States

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

#### Participating States Map



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

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



Participating addendum: [Washington \(ftp://ftp.panasonic.com/computer/contract/naspo\\_wa\\_0909\\_pa\\_contract.pdf\)](http://ftp.panasonic.com/computer/contract/naspo_wa_0909_pa_contract.pdf) [pdf]

#### Product & Services Schedule for the following Computers & Peripherals

Laptops & Accessories – Category 23E ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category23e\\_laptops\\_accessories\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category23e_laptops_accessories_contract.pdf))

Tablets – Category 3M ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category3m\\_toughbook\\_tablets\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category3m_toughbook_tablets_pricelist_contract.pdf))

ProVideo – Category 23P2 ([ftp://ftp.panasonic.com/computer/contract/naspo\\_provideo\\_category2m\\_procelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_provideo_category2m_procelist_contract.pdf))

Peripherals – Displays ([ftp://ftp.panasonic.com/computer/contract/naspo\\_display\\_units\\_service\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_display_units_service_contract.pdf))

Display Accessories – Category 23P1 ([ftp://ftp.panasonic.com/computer/contract/naspo\\_category23p1\\_display\\_accessories\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_category23p1_display_accessories_contract.pdf))

Peripherals – Security ([ftp://ftp.panasonic.com/computer/contract/naspo\\_security\\_peripherals\\_category\\_pricelist\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/naspo_security_peripherals_category_pricelist_contract.pdf))

[Peripherals – Projectors \(ftp://ftp.panasonic.com/computer/contract/naspo\\_projector\\_peripheral\\_category\\_pricelist\\_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_projector_peripheral_category_pricelist_contract.pdf)

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

[Peripherals – Whiteboards \(ftp://ftp.panasonic.com/computer/contract/naspo\\_whiteboard\\_accessories\\_pricelist\\_contract.pdf\)](ftp://ftp.panasonic.com/computer/contract/naspo_whiteboard_accessories_pricelist_contract.pdf)

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

### Place an Order

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

View Product Information

## FULLY RUGGED LAPTOPS

**Rugged** - 16% off MSRP



**Toughbook 31**

## LAPTOPS & ACCESSORIES

**Laptops** - 9% to 13% off MSRP

**Arbitrator** - 11% off MSRP

**Accessories** - 11% off MSRP

**Services** - 0%



**Toughbook C2**



**Toughbook 53**



**Toughbook 54**



**Arbitrator 360° HD**



**Arbitrator BWC**

### Pricing

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

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

Rugged: 16% off MSRP

Semi-rugged: 13% off MSRP

Business-rugged: 9% off MSRP

Accessories: 11% off MSRP

Services: 0%

Rugged Slate pad: 12% off MSRP

### Third Party products offered:

- Havis Mounting Equipment
- Gamber Johnson Mounting Equipment

*11% off of SRP*

### Service Options

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

### About Toughbook

View videos of Toughbook computers undergoing extreme testing ►► ([http://panasonic.net/avc/toughbook/why\\_toughbook/proof\\_of\\_toughness/index.html](http://panasonic.net/avc/toughbook/why_toughbook/proof_of_toughness/index.html))

### Panasonic Toughbook Configurator

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

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

### Toughbook Support

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

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

### Panasonic Contact:

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

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

[Amendment No. 1 to Contract No. MNWNC-124](ftp://ftp.panasonic.com/computer/contract/Naspo_2017_extension_contract.pdf) ([ftp://ftp.panasonic.com/computer/contract/Naspo\\_2017\\_extension\\_contract.pdf](ftp://ftp.panasonic.com/computer/contract/Naspo_2017_extension_contract.pdf))

## TABLETS

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



Toughbook 20



Toughbook 19



Toughpad FZ-G1



Toughpad FZ-M1



Toughpad 4K



Toughpad FZ-B2



Toughpad FZ-E1



Toughpad FZ-X1

## PROVIDEO

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



Camcorders



Camera Systems



Digital Media



Mixers & Switchers



Production Monitors



Recorders/Players & Workflow Tools



Accessories

## PERIPHERALS – DISPLAYS

**Multimedia ProDisplays** - 22% off of SRP

**Multimedia Display Accessories** - 10% off of SRP.



LCD



LED



Plasma



3D

## SECURITY

**Security Cameras** - 25% off of SRP

**Security Accessories** - 25% off of SRP



Network Security Cameras



Analog Security Cameras



Recorders



Encoders & Decoders



Management & Control Systems



Surveillance Monitors



Security Camera Accessories

VIDEOINSIGHT

Video Insight



Servers

## PROJECTORS

**Large Venue** - 48% off of SRP

**Installation Projectors** - 48% off of SRP

**Portable Projectors** - 38% off of SRP

**Projector Accessories** - 0% off of SRP.



Large Venue



Installation



Portable



Short-Throw

## SCANNER

**Scanners** - 20% off of SRP

**Scanner Accessories** - 30% off of SRP

**Scanner Services** - 0% off of SRP



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

## WHITEBOARDS

Whiteboards - up to 30% off of SRP

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

## Eco-conscious

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



All products are EPEAT Silver certified



All products are Energy Star qualified



All products are RoHs compliant



All products are compliant with ISO standards



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



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

**Section 508 Standards**

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

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

Panasonic worked with ITIC (Information Technology Industry Council) in developing the Section 508 "Buy Accessible" template, and also actively participates in the GSA (General Services Administration) sponsored Accessibility Forum. [Read More](ftp://ftp.panasonic.com/computer/certification/panasonic_508_statement_certification.pdf) [ftp://ftp.panasonic.com/computer/certification/panasonic\\_508\\_statement\\_certification.pdf](ftp://ftp.panasonic.com/computer/certification/panasonic_508_statement_certification.pdf)



**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-124**

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

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

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

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

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

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

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

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

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

**1. PANASONIC SYSTEM COMMUNICATIONS  
COMPANY, DIVISION OF PANASONIC  
CORPORATION OF NORTH AMERICA**

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

By: 

Signature

Masaharu Nakayama

Printed Name

Title: President

Date: 03/08/17

By: \_\_\_\_\_

Signature


Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

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


By: 

Title: Acquisition Management Specialist

Date: 3/10/17

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: 

Date: 3/15/2017

## STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

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

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

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

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Panasonic System Communications Company, Division of  
Panasonic Corporation Of North America

Date 03/08/16

Authorized Signature: \_\_\_\_\_

Telephone number: 201-348-7000

Printed Name: Masaharu Nakayama

Title: President

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: 651-296-1283

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION, LLC**  
**MN 2014-2019 Computer Equipment**  
**(Desktops, Laptops, Tablets, Servers, Storage including Related**  
**Peripherals & Services)**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement No: MNWNC-124**  
**Panasonic System Communications Company of North America, Division of Panasonic**  
**Corporation of North America**  
**(hereinafter "Contractor")**  
**And**  
**State of Washington, Department of Enterprise Services**  
**(hereinafter "Participating State")**  
**Participating State Contract #05815-011**

Page 1 of 25

This Addendum adds the State of Washington as a Participating State authorized to purchase from the NASPO ValuePoint Master Agreement number MNWNC-124 with Panasonic.

**1. Scope:** This addendum covers the NASPO Computer Equipment Contract categories identified below, led by the State of Minnesota for use by state agencies and other entities authorized by Washington State's statutes and located in the Participating State to utilize state contracts with the prior approval of the state's chief procurement official. Language contained here supersedes and is in addition to the language of the Master Pricing Agreement

**a. Panasonic Computer Equipment: Category Awards:**

**Scope of Service**

**1. Band 2: Laptop.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point devices such as a touchpad and speakers into a single unit. A laptop can be used away from the outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebook and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band.

**2. Band 3: Tablet.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed.

**3. Examples of peripherals/accessories/options:** Include but are not limited to: monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band

**b. Products and Services NOT allowed or provided by this Participating Addendum:**

- **Ruggedized Devices, Printers, Multifunction Printers, Cell Phones**

- **Lease Agreements, Managed Print, Cloud Service**

c. Use of Purchase Card is allowable at time of order placement.

**2. Participation:** Use of specific WSCA-NASPO cooperative contracts by all state agencies, political subdivisions and other entities (including cooperatives) located within the state of Washington authorized by state statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- Individual Customer: Each state agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities as the Lead State has in the Master Agreement. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

Political and non-profit entities within the State of Washington may use this contract without further process provided they have completed, filed and accepted in the Washington State's Master Contract Agreement (MCUA) process. Use by others then those stated above is not a valid use. Use of the contract in conflict with its language is not binding on any party and does not satisfy requirements.

A list of all members is available at:

<http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx>

**THIS AGREEMENT IS NOT FOR PERSONAL USE.**

**3. Effective Date:** This PA's initial term will begin upon final executed signatures and shall be coterminous with the Lead State's (Minnesota) Master Agreement and any extensions of the Master Agreement.

**4. Participating State Modifications or Additions to Master Agreement:**

Contractor and DES agree to the following modifications and additions to the Master Agreement for Computer Equipment and apply only to actions and relationships within the Participating Entity.

**Department of Enterprise Services (DES) State Master Contract Standard Terms and Conditions.**

The following standard terms and conditions are added to the Participating Addendum for the State of Washington. This section consists of general provisions and terms for contracts issued by the Washington State Department of Enterprise Services (DES), acting under the authority of RCW 39.26 which regulates the manner in which state agencies may acquire services.

**4.1 Contract Modifications or Additional Terms and Conditions to the Master Agreement:**

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the contractor, as long as such modification is substantially within the scope of the original contract. Such modification(s) shall be memorialized in a signed, written document, (Amendment) describing the agreed upon change, including any terms and conditions required to support such change. Changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

**4.2 Restrictions:** In accordance with the Master Pricing Agreement the Participating Addendum identifies the following restrictions of product;

**a. Software**

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

**b. Services**

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

**c. Third Party Products.**

1. Contract Vendors shall only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor is restricted to purchases of computer hardware manufactured by Contractor.

**d. Additional Product/Services**

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

**4.3 Contract Administration**

• **State Contract Administrator**

DES will appoint a single point of contact that shall be the Contract Administrator for this contract and shall provide contract oversight. The Contract Administrator shall be the principal contact for the contractor for business activities under this contract. DES shall notify the contractor in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of Term Contract**

DES may maintain contract information and pricing and make it available on DES's website. The contract prices are the maximum price contractor can charge. The contractor may offer volume discounts to purchasers.

#### **4.4 Contractor Supervision and Coordination**

Contractor shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.
- c. Immediately notify the Contract Administrator in writing of any change of designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach of contract and may be grounds for contract termination.

#### **4.5 Term Contract Management**

Upon award of a term contract, the contractor shall:

- a. Promote and market the use of this contract to all authorized contract purchasers.
- b. Ensure that those who endeavor to utilize this contract are authorized purchasers under this contract.
- c. At no additional charge, assist purchasers in making the most cost effective, value based purchases which may include, but is not limited to:
  - Having representatives available to provide information regarding products and services, including visiting the purchaser site if needed, and providing purchaser with materials/supplies/equipment recommendations.
  - Providing purchasers with a detail list of contract items including current contract pricing and part numbers.

The contractor shall designate a customer service representative who will be responsible for addressing purchaser issues including but not limited to:

- Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians and processing warranty claim documentation.
- Providing purchasers with regular and timely status updates in the event of a delay in repair or order fulfillment.

- Acting as the lead and liaison between the manufacturer and purchaser in resolving warranty claims for contract items purchased.

#### **4.6 Changes**

Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually agreed contract amendment by DES.

Changes to point of contact information may be updated without the issuance of mutually agreed contract amendment.

#### **4.7 Statewide Payee Desk**

Contractors must register with the Statewide Payee Desk, maintained by DES, to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

#### **4.8 Management Fee**

Contractor will pay a management fee of 2 percent to DES on all state contract sales/purchase prices for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee must be rolled into the contractor's current pricing; the fee must not be shown as a separate line item on an invoice unless specifically requested and approved by DES.

How to determine the fee: Total sales (not including sales tax) x .0200 = management fee.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing.

For purposes of the management fee, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

Taxability (if applicable): In 2013, the Washington Department of Revenue ruled that if the underlying transaction requires sales tax, the DES management fee portion of the transaction is also subject to a sales tax.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fees owed to other entities such as the NASPO ValuePoint or government entities other than the state of Washington.

DES will invoice the contractor every quarter based on sales reported by contractor. Contractors are not to remit payment until they receive an invoice from DES.

Management fee payment must reference the contract number, work request number (if

applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check.

Remit management fee to:

Washington State Department of Enterprise Services  
Finance Office  
PO Box 41460  
Olympia, WA 98504-1460

**NOTE: DO NOT** send payment to the DES Contract Administrator and do not pay prior to receiving the invoice.

#### 4.9 Contract Sales/Usage Report

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

Each sales report must identify every authorized purchaser by name as it is known to DES and its total combined sales amount **invoiced** during the reporting period (i.e., sales of an **entire agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination.

**USAGE REPORT DUE DATE:** Reports must be submitted electronically within 30 days after the end of the calendar quarter:

For sales invoiced during ...	Due date
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

The report may be corrected or modified by DES with subsequent written notice to the contractor.

Upon request, contractor shall provide contact information for all purchasers during the term of this contract. Refer sales reporting questions to the Contract Administrator.



#### **4.10 Other Required Term Contract Reports**

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

#### **4.11 Common Vendor Registration and Bid Notification System**

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solutions (WEBS) at [www.ga.wa.gov/webs](http://www.ga.wa.gov/webs). Contractors already registered need not re-register. It is the sole responsibility of contractors to properly register and maintain an accurate vendor profile.

#### **4.12 Payment**

##### **a. Advance payment prohibited:**

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

##### **b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

**c. Invoicing and discounts**

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

**4.13 Taxes, fees and licenses**

**a. Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

**b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or

- Other factors identified in WAC 458-20.

**c. Department of Revenue registration for out-of-state contractors**

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**d. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

**e. Overpayments to contractor**

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

**f. Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

**V4.14 Insurance**

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

**a. General requirements**

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that

insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

**b. Specific requirements**

**Employer's Liability (Stop Gap):** The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

**Commercial General Liability Insurance:** The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million

Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

**c. Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**d. Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

o **Additional insured:**

State of Washington and all authorized purchasers shall be named as an additional insured on all general liability insurance policies. All policies shall be primary over any other valid and collectable insurance.

o **Notice of policy cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

o **Cancellation for non-payment of premium:**

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee 10 calendar days prior to cancellation. Written notice shall include the affected contract reference number.

o **Identification:**

Certificates of insurance shall include the affected contract reference number.

**e. Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier

that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.16 RCW and Chapter 284-15 WAC .

**f. Excess coverage**

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

**g. Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate

**4.15 Antitrust**

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the contractor hereby assigns to the State of Washington any and all of the contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

**4.16 Disputes and remedies**

**a. Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through

the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by purchaser for materials, supplies, services and/or equipment being provided by contractor, contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided purchaser pays contractor the amount purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount contractor, in good faith, believes is due and payable.

**b. Administrative suspension**

When it is in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the contractor's Representative. contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the contractor's Representative with written notice of such demand.

**c. Force majeure**

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

**Exceptions:** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

**Rights reserved:** DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against the state.

**d. Alternative dispute resolution fees and costs**

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**e. Non-exclusive remedies**

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

**4.17 Liquidated damages**

**a. Liquidated damages - General**

DES and or the purchasers and the contractor agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as appropriate.

Any delay by contractor in meeting the Delivery Date of standard configuration items, Installation Date that is pre-negotiated with the Contractor, Reseller and customer, maintenance or repair date that is pre-negotiated with the Contractor, Reseller and customer, or other applicable date set forth in this contract will interfere



with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform and/or purchaser and contractor agrees that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be assessed as appropriate based upon the purchasers inability to perform their function and the parties agree that contractor shall pay such amounts as liquidated damages or acceptable compensation based on the amount of the purchase and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

**b. Limitation of liability**

The parties agree that neither contractor, DES nor purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract.

This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

The contractor, DES and purchaser are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a government body other than DES or the purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the contractor, DES or the purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

**c. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the

request of DES or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

**d. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**4.18 Debarment and suspension**

Respondent certifies, by submitting this bid or proposal, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this procurement/contract by any government agency. Respondent also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any. If respondent cannot certify this statement, attach a written explanation to the bid response for review.

**4.19 Contract termination**

**a. Material breach**

A contractor may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for contractor or any of the contractor's property and such appointment endangers the contractor's proper performance hereunder;

- A determination that the contractor is in violation of federal, state, or local laws or regulations and that such determination renders the contractor unable to perform any aspect of the contract.

**b. Opportunity to cure**

In the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice. The contractor may have a period of time in which to cure. DES is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of DES. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against contractor under the contract or by law.

If the breach remains after contractor has been provided the opportunity to cure, DES may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;
- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar contractor from receiving future solicitations or other opportunities;
- Require contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

**c. Termination for cause**

In the event DES, in its sole discretion, determines that the contractor has failed to comply with the conditions of this contract in a timely manner or is in material breach, DES has the right to suspend or terminate this contract, in part or in whole. DES shall notify the contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by DES, or if such corrective action is deemed by DES to be insufficient, the contract may be terminated. DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the contractor or a decision by DES to terminate the contract.

In the event of termination, DES shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all

administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the contractor was not in material breach; or (2) failure to perform was outside of contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**d. Termination for convenience**

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the contractor. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the contractor for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

**e. Termination for withdrawal of authority**

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar day's written notice, or other appropriate time period, to contractor.

**f. Termination for non-allocation of funds**

If funds are not allocated to purchaser(s) to continue this contract in any future period, DES may terminate this contract with seven calendar days written notice, or other appropriate time period, to contractor, or work with contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or purchaser agree to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

**g. Termination for conflict of interest**

DES may terminate this contract by written notice to contractor if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract

is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against contractor as it could pursue in the event that the contractor breaches this contract.

**h. Termination by mutual agreement**

DES and the contractor may terminate this contract in whole or in part, at any time, by mutual agreement.

**i. Termination procedure**

In addition to the procedures set forth below, if DES terminates this contract, contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the contractor to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to the contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by the contractor and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the contractor such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;

- Assign to the purchaser, in the manner, at the times, and to the extent directed by DES on behalf of the purchaser, all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which DES and/or the purchaser has or may acquire an interest.

**5. Primary Contacts:** The primary contact individual (or their named successor) for this Participating Addendum is as follows:

**Contractor**

<b>Name</b>	Michelle Chapin
<b>Address</b>	Two Riverfront Plaza, 6 <sup>th</sup> Floor, Newark, NJ 07102
<b>Telephone</b>	973-303-7787
<b>Email</b>	Michelle.chapin@us.panasonic.com

**Participating Entity**

<b>Name</b>	Momi Friedlander Contract Specialist Department of Enterprise Services
<b>Address</b>	1500 Jefferson Street SE, Olympia, WA 98501
<b>Telephone</b>	360-407-8505
<b>Email</b>	Momi.friedlander@des.wa.gov

**6. Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Panasonic shall consider and encourage minority and women owned firms in their pool of subcontractors. However, unless required by federal statutes, regulations, grants, or contract terms no preference will be included in the evaluation of bids

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation shall apply. Contact OMWBE for information on other certified firms for potential sub-contracting arrangements. DES encourages participation by non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

#### **6.1. Public records and exempt information**

All documents submitted by said Contractor to DES during the performance of this agreement shall become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

**Confidential documents:** DES strongly discourages submittal of any confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

**Public records requests:** If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES shall not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or [publicrecords@des.wa.gov](mailto:publicrecords@des.wa.gov).

#### **6.2 Legal notices**

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

### **6.3. Liens, claims and encumbrances**

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

### **6.4 Payment**

#### **a. Advance payment prohibited:**

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

#### **b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

#### **c. Invoicing and discounts**



Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

#### **6.5 Taxes, Fees and Licenses**

##### **a. Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

##### **b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

**c. Department of Revenue registration for out-of-state contractors**

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**d. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

**e. Overpayments to Contractor**

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

**6.6 Information and Communications**

**Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

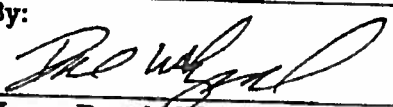
**7. Subcontractors:** All Panasonic dealers and resellers authorized in the State of Washington are approved to provide sales and service support to participants authorized by this Participating Addendum and shall be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

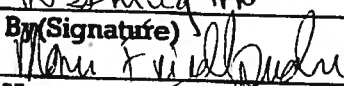
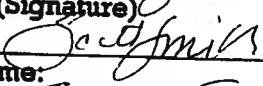
**8. Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by the Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 05815-011 as well as the Lead

State Master Agreement Number: MNNVP-124.

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to contract performance.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By: 
Name:	Name: Donald W. Szczepaniak
Title:	Title: Vice President
Date:	Date: 9/14/15

Participating State: Washington	Participating State: Washington
By (Signature): 	By (Signature): 
Name: Mom Feighender	Name: Scott Smith
Title: Contract Specialist	Title: State IT Procurement MGR
Date: 29 Sept. 2015	Date: 9/29/15

## Contract Summary

### Computer Equipment



**Contract#:** 05815 **Replaces:** 06112 **Related Contracts:** [08313](#), [10314](#), [05214](#)

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**Products Available:** PC's, laptops, tablets, storage, servers, and related commodities.

**Description:** The Washington State Department of Enterprise Services, through participation with NASPO ValuePoint, has established master contracts for the following product categories: Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals (e.g. monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers and switches)

**The following awarded vendors are currently available to Washington State purchasers:**

Apple Inc. • Computer Technology Link Corp. • Dell Marketing, L.P. • EMC Corporation • Fujitsu • HP Inc. • Hewlett Packard Enterprise • IBM Corporation • Lenovo, Inc. • Lenovo Global Technology Inc. • Microsoft • NetApp, Inc. • Nimble Storage, Inc. • Panasonic • PureStorage • Tegile Systems, Inc. • Toshiba America Information Systems, Inc. • Transource Service Corporation • Xiotech Corporation

**Ordering Steps:**

1. Navigate to the Vendor Products & Sales column on the [Contract Summary Page](#) and click on the vendor logos for vendor webpages that contain contact information, Products and Services Schedules (price lists), authorized resellers, and ordering instructions.

NOTE: Vendor webpages and ordering options vary from vendor to vendor. Typically, Purchasers can order online, by phone or by email either directly from the vendor or from its authorized resellers.

2. Reference Washington State Master Contract No. 05815 on the Purchase Order.

3. If needed, to review terms and conditions of a vendor's NASPO ValuePoint Master Agreement and/or its Participating Addendum with Washington State, navigate to the Contract Documents column on the [Contract Summary Page](#).

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**Current Term Start Date:** 10-01-2015 **Award Date:** 03-31-2015

**Est. Annual Worth:** \$66,605,839

**Current Term Ends On:** 03-31-2020 **Final Term Ends On:** 03-31-2020

**Diversity:** 0% WBE 0% MBE

**# of Bids Received:** 38

**Contact Info:** Master Contracts & Consulting – Scott Geist at (360) 407-9429 or [scott.geist@des.wa.gov](mailto:scott.geist@des.wa.gov)

**Who can use this contract?**

» [Organizations with Master Contract Usage Agreements](#)

**Current Documents****Historical  
Documents****Resources**

» [Pricing,  
Ordering and  
Reseller  
Information](#)

» [Original  
Solicitation  
Documents](#)  
» [Amendment  
Log](#)

» [Contract Comments](#)  
» [Vendor and Contract Performance Feedback](#)  
» [Best Buy Form](#)

<b>Contractors</b>	<b>OMWBE</b>	<b>Veteran</b>	<b>Small Business</b>
APPLE INC. - W6141		N	N
CTL - W35403		N	N
DELL - W26764		N	N
EMC CORPORATTION - W8095		N	N
FUJITSU AMERICA, INC. - W21190		N	N
HEWLETT PACKARD - W6537		N	N
HEWLETT-PACKARD ENTERPRISE COMPANY - W53482		N	N
IBM - W38772		N	N
LENOVO CORPORATION - W23492		N	N
MICROSOFT CORPORATION - W1457		N	N
NETAPP INC - W24464		N	N
NIMBLE STORAGE, INC. - W49683		N	N
PANASONIC/SYNNEX - W47643		N	N
PURE STORAGE, INC. - W54329		N	N
TEGILE SYSTEMS, INC. - W52889		N	N
TOSHIBA AMERICA INFORMATION SYSTEMS, INC - W27401		N	N
TRANSOURCE SERVICES CORP - W12288		N	N
XIOTECH CORPORATION - W112		N	N

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



The symbol of a tree indicates that environmentally preferred or friendly products are available. These products may not be available from all vendors on this contract.

#### [NASPO ValuePoint](#)

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. [List of current NASPO ValuePoint contracts](#)



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

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2011-0535
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JUSTIN LUNDGREN 5096254115
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	FALSE ALARM PROGRAM

**Agenda Wording**

The Spokane Police Department would like to request a one year extension with Public Safety Corporation Inc. for continued joint-administration of the False Alarm Program. Estimated revenue is approximately \$300,000/year.

**Summary (Background)**

We are currently in a sixth month contract extension with AOT/PSC expiring on June 30, 2017. The extension was necessary as SPD transitioned to a new RMS/CAD - New World database. AOT/PSC assisted with the complex alarm data transfer and well as multifaceted connectivity that was encountered with our new RMS/CAD - New World System databases. Through the transition to the new system it has become apparent that an additional one year extension is needed to allow for competitive bidding.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 300,000.00	# 068011450281003382899999
Select \$	#
Select \$	#
Select \$	#

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

<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

**Study Session**

4/17/17

**Other****Distribution List**

spdfinance@spokanepolice.org

**Briefing Paper for Public Safety & Spokane City Council**  
**City of Spokane – Spokane Police Department**  
**False Alarm Program – Six Month Extension, Public Safety Corporation, Inc.**  
**April 2017**

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**Subject**

The current six-month contract extension with AOT/PSC expires on June 30, 2017 for the joint SPD-AOT/PSC administration of the False Alarm Program. The Spokane Police Department would like to request a one-year extension with Public Safety Corporation, Inc. for continued joint-administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$300,000 each year.

**Background**

We are currently in a six-month contract extension with AOT/PSC expiring on June 30, 2017, which was approved by City Legal, Public Safety and Spokane City Council. The extension was necessary as SPD transitioned to a new RMS/CAD – New World database. AOT/PSC assisted with the complex alarm data transfer and well as multifaceted connectivity that was encountered with our new RMS/CAD – New World System databases. The one-year extension will allow department to go out for competitive bidding.

**Impact**

The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms. This program will continue to identify false alarm problems and hold both alarm and monitoring companies and their alarm customers accountable through annual registration, education, and the assessment of cost recovery fees to reimburse the expense of responding to false alarms. An alarm requested response is categorized through law enforcement dispatch as a high priority police response with more than one officer responding to each alarm call. Additionally, alarm calls that are categorized as a hold-up, panic or duress alarm have even more officers responding to each call. The false alarm program manages these high category alarm police responses so that they follow the Spokane Municipal Code Section 10.48.010.

**Action**

Approve one-year extension contract with vendor Public Safety Corporation, Inc.

**Funding**

This is revenue to the general fund of approximately \$20,000 to \$35,000 a month; approximately \$300,000 each year. The vendor and SPD also share FARP Program operational expenses equally.



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

05/08/2017

**Date Rec'd**

4/25/2017

**Clerk's File #**

OPR 2017-0315

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

RFP#4347-17

**Agenda Item Type**

Contract Item

**Requisition #**

CR 18048

**Agenda Item Name**

4490 - CONTRACT FOR INSPECTION OF CONCRETE CHIMNEY AT WTE

**Agenda Wording**

Contract with Bednash Consulting, Inc., Roselle, IL, for mechanical inspection of the concrete chimney at the WTE. May 1 to April 30, 2018. Cost is \$17,250.00 plus a 10% administrative reserve of \$1,725 for a total of \$18,975.00 excluding taxes.

**Summary (Background)**

The City of Spokane's waste to energy facility (WTE) utilizes a 170' tall concrete chimney. Maintaining the chimney and all related appurtenances in good condition is necessary for the safe and efficient operation of the WTE. On March 28, 2017, the City received responses to RFP #4347-17 Structural Stack Testing. Badnash Consulting, Inc., was the only respondent. After review of the proposal, Bednash was determined to be a responsible proposer.

**Fiscal Impact****Budget Account**

Expense \$ 18,975.00

# 4490-44100-37148-54803

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

**Study Session**

PWC 4/24/17

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

CLINE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

ttauscher@spokanecity.org

**For the Mayor**

SANDERS, THERESA

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

WAHL, CONNIE

mdoval@spokanecity.org

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
April 24, 2017

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Subject

Contract with Bednash Consulting, Inc., Roselle, IL, for mechanical inspection of the concrete chimney at the WTE. May 1, 2017 to April 30, 2018. Cost is \$17,250.00 plus a 10% administrative reserve of \$1,725 for a total of \$18,975.00 excluding taxes.

Background

The City of Spokane's waste to energy facility (WTE) utilizes a 170' tall concrete chimney. Maintaining the chimney and all related appurtenances in good condition is necessary for the safe and efficient operation of the WTE. On March 28, 2017, the City received responses to RFP #4347-17 Structural Stack Testing. Badnash Consulting, Inc., was the only respondent. After review of the proposal, Bednash was determined to be a responsible proposer.

Impact

Completing an inspection of the chimney and related appurtenances will allow the City to determine the condition, and budget and schedule any required repairs or maintenance.

Action

Recommend approval.

Funding

Funding is included in the 2017 operations budget for the WTE.



City Clerk's No. \_\_\_\_\_

**City of Spokane**

**CONSULTANT AGREEMENT**

Title: **Structural Stack Testing per  
RFP #4347-17**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Bednash Consulting, Inc.**, whose address is 445 Locust Lane, Roselle, Illinois 60172 as ("Consultant").

*WHEREAS, the purpose of this Agreement is to hire consultant to inspection concrete chimney at the Waste to Energy Facility; and*

*WHEREAS, the Consultant was selected from a Request for Proposal (RFP # 4347-17).*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2017, and ends on April 30, 2018, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the following services for the City:

**Inspection services for the 176' tall precast concrete chimney with three brick flues at the Waste to Energy Facility.**

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

**4. COMPENSATION / PAYMENT.**

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **EIGHTEEN THOUSAND NINE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$18,975.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount

to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Waste to Energy Facility, Administration Office, 2900 South Geiger Boulevard, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **5. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **6. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **7. REIMBURSABLES**

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **9. INDEMNIFICATION.**

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

#### **10. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **11. AUDIT.**

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **12. INDEPENDENT CONSULTANT.**

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

### **13. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

### **14. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **15. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

### **16. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

### **17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **18. ANTI KICK-BACK.**

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

### **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**CONSULTANT**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Consultant's UBI #**

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Consultant's Proposal and General Scope of Work dated March 28, 2017.

U2017-140



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

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2017-0316
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFB#4346-17
<u>Requisition #</u>	CR 18047
<u>Agenda Item Name</u>	4490- CONTRACT FOR UNIT #2 FABRIC FILTER BAG CHANGEOUT AT WTE

**Agenda Wording**

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit #2 Fabric Filter Bag Change Out for the WTE. \$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88, excluding taxes if applicable.

**Summary (Background)**

The WTE facility utilizes fabric filter bags to remove the fine particulate from the air before discharge. These bags must be replaced as they become worn or otherwise no longer able to filter the air. On April 10, 2017, the City received responses to RFB #4346-17 for Unit #2 Fabric Filter Bag Change for the WTE. Knight Construction and Supply, Inc., of Deer Park was the only respondent. After review it was determined that Knight Construction and Supply, Inc., was a responsible bidder.

**Fiscal Impact****Budget Account**

Expense	\$ 82,231.88.	# 4490-44100-94000-56203-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	PWC 4/24/17
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	mdoval@spokanecity.org	

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
April 24, 2017

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Subject

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for Unit #2 Fabric Filter Bag Change Out for the WTE. \$74,756.25 plus a 10% administrative reserve of \$7,475.63 for a total of \$82,231.88.

Background

The WTE facility utilizes fabric filter bags to remove the fine particulate from the air before discharge. These bags must be replaced as they become worn or otherwise no longer able to filter the air.

On April 10, 2017, the City received responses to RFB #4346-17 for Unit #2 Fabric Filter Bag Change for the WTE. Knight Construction and Supply, Inc., of Deer Park was the only respondent. After review it was determined that Knight Construction and Supply, Inc., was a responsible bidder.

Impact

Replacement of these bags will allow the WTE facility to remain in continuous compliance with environmental regulations.

Action

Recommend approval.

Funding

Funding is included in the repair and maintenance budget for the WTE facility for 2017.



**City of Spokane**

**CONTRACT**

**Title: UNIT #2 FABRIC FILTER BAG CHANGE AT THE CITY'S WASTE TO ENERGY FACILITY (WTE)**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described in the City's Request For Bids (RFB # 4346-17) entitled PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE), and in accordance with the attached Contractor's Bid Tabulation response from the City's RFB # 4346-17.
2. **CONTRACT DOCUMENTS.** This Contract, the Contractor's quote constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224, and are incorporated into this Contract by reference as if they were set forth at length.
3. **TIME OF PERFORMANCE.** The Contract shall begin on June 1, 2017 and run through December 31, 2018.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION.** The City will pay a maximum amount not to exceed **SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY SIX AND 36/100 (\$74,756.36)**, not including taxes as applicable, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
7. **TAXES.** Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
8. **PAYMENT.** The Contractor will send its applications for payment to the Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be

made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. **INDEMNIFICATION.**

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.
- B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.
- C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. **BONDS.** The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations applicable to the subject matter of this Contract, and are incorporated herein by reference.

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

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of [and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

KNIGHT CONSTRUCTION AND  
SUPPLY, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address, if available: \_\_\_\_\_

Attachment that is a part of this Contract:

Payment Bond  
Performance Bond



**PAYMENT BOND**

We, **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, as principal, and, \_\_\_\_\_ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 99/100 DOLLARS (\$88,885.99)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials to **PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE)**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors;
- B. pay all taxes and contributions, increases and penalties as authorized by law including payment of all taxes incurred on the Contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the principal under Title 82 RCW; and
- C. comply with all applicable federal, state and local laws and regulations; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**KNIGHT CONSTRUCTION  
AND SUPPLY, INC.,  
AS PRINCIPAL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
**AS SURETY**

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON    )  
  ) .ss  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath  
stated that he/she was authorized to sign the document and acknowledged it as the agent or  
representative of the named surety company which is authorized to do business in the State of  
Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

PERFORMANCE BOND

We, **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, as principal, and, \_\_\_\_\_ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 99/100 DOLLARS (\$88,885.99)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials to **PERFORM UNIT #2 FABRIC FILTER BAG CHANGE FOR THE CITY'S WASTE TO ENERGY FACILITY (WTE)**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**KNIGHT CONSTRUCTION  
AND SUPPLY, INC.**  
AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON    )  
  ) .ss  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath  
stated that he/she was authorized to sign the document and acknowledged it as the agent or  
representative of the named surety company which is authorized to do business in the State of  
Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	OPR 2017-0247
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 18046
<u>Agenda Item Name</u>	4490 - AMENDMENT TO CONTRACT FOR QRO EXAMINATIONS FOR THE WTE		

Agenda Wording

Amendment to contract with ASME for Qualification and Certification of Resource Recovery Facility Operator (QRO) examinations for the WTE. Cost of amendment \$16,000 for a total contract cost of \$63,157.00.

Summary (Background)

On March 20, 2017, the City contracted with ASME to provide the QRO examinations for staff at the WTE. These qualifications are required by the EPA for operators of waste to energy facilities. ASME is the sole provider of this certification and examination. The initial contract with ASME allowed for certification and examination of up to 5 staff members. This amendment will allow for certification of 2 additional staff members, allowing us to have a certified staff member on all shifts.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 16,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 4/24/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The initial contract was done under the small contracting guidelines. This amendment will bring the total cost of the contract to an amount which requires City Council review and approval. This amendment will allow for certification of all staff members for which it is required, keeping the WTE in compliance with EPA mandates.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
April 24, 2017

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Subject

Amendment to contract with ASME for Qualification and Certification of Resource Recovery Facility Operator (QRO) examinations for the WTE. Cost of amendment \$16,000 for a total contract cost of \$63,157.00.

Background

On March 20, 2017, the City contracted with ASME to provide the QRO examinations for staff at the WTE. These qualifications are required by the EPA for operators of waste to energy facilities. ASME is the sole provider of this certification and examination. The initial contract with ASME allowed for certification and examination of up to 5 staff members. This amendment will allow for certification of 2 additional staff members, allowing us to have a certified staff member on all shifts.

This amendment will bring the total cost of the contract to an amount which requires City Council review and approval.

Impact

This amendment will allow for certification of all staff members for which it is required, keeping the WTE in compliance with EPA mandates.

Action

Recommend approval.

Funding

The funding for this contract is included in the 2017 training budget for the WTE.



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **QUALIFICATION AND CERTIFICATION OF  
RESOURCE RECOVERY FACILITY OPERATOR (QRO)  
CERTIFICATION EXAMINATION FOR THE WASTE TO  
ENERGY FACILITY (WTE)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ASME**, whose address is 2 Park Avenue, 6th Floor, New York, New York, 10016-5990 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide site-specific Qualification and Certification of Resource Recovery Facility Operator (QRO) certification examination for the Waste to Energy Facility; and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The parties executed the original Contract on March 2, 2017, and March 8, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on February 1, 2017.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is revised to include the following:

**Qualification and Certification of Resource Recovery Facility Operator  
(QRO) Certification Examination for the Waste to Energy Facility for two  
extra people.**

**4. COMPENSATION.**

The City shall pay an additional maximum amount not to exceed **SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. The new amount under the original Contract and this



Contract Amendment is **FIFTY THREE THOUSAND ONE HUNDRED FIFTY SEVEN AND NO/100 DOLLARS.**

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**ASME**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Amended Scope of Work document

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

05/08/2017

Date Rec'd	4/26/2017
Clerk's File #	PRO 2017-0014
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	2001041
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2017105
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - CONTRACT FOR POST STREET PEDESTRIAN & UTILITY BRIDGE		

Agenda Wording

Contract with Hill International, Inc. for Design Build Project Management Services for \$100,000.00 plus 10% administrative reserve for Post Street Pedestrian and Utility Bridge Replacement project.

Summary (Background)

The Post Street Bridge is in a deteriorated condition requiring significant rehabilitation, and most likely replacement. The project has been identified in the CIP for several years. The project delivery is being timed in conjunction with the Spokane Falls CSO 26 Control Facility and the reopening of Spokane Falls Boulevard.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$110,000.00	#	3200 95104 95100 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 5/8/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	ktwohig@spokanecity.org	
<u>Additional Approvals</u>		mserbousek@spokanecity.org	
<u>Purchasing</u>		kmiller@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	
		mdoval@spokanecity.org	

BRIEFING PAPER  
Public Works Committee  
Engineering Services  
May 8, 2017

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Subject:

Contract with Hill International Inc. for Design Build Project Management services for the Post Street Pedestrian and Utility Bridge Project

Background:

The Post St. Bridge is in a deteriorated condition requiring significant rehabilitation, and most likely replacement. The project has been identified in the CIP for several years. The project delivery is being timed in conjunction with the Spokane Falls CSO 26 Control Facility and the reopening of Spokane Falls Blvd.

This is a very challenging project centrally located in the heart of downtown. The Centennial Trail crosses this facility, serving an immense amount of pedestrian traffic. It is also one of few downtown river crossings for vehicles, though has a load restriction currently which does not allow heavy vehicles (such as construction, buses, or emergency vehicles). Perhaps most challenging is the 54" live sewer interceptor hanging on the bridge which cannot be bypassed and must remain active during construction.

Due to the complexities of delivering the project, it makes for a perfect candidate to pursue alternative delivery, specifically Design Build. Engineering intends to submit the project for Design Build approval to the state CPARB in May with the help of Hill Intl. Hill Intl. is currently serving in a similar capacity for the Riverfront Park Pavilion project, and was selected as the best candidate to assist Engineering in this project delivery.

Impact:

Engineering Services proposes contract with Hill Intl. on a time and materials contract not to exceed \$100,000 plus a 10% administrative reserve.

Action:

For council consideration and approval.

Funding:

This project is to be delivered with both local and federal funding sources.



**Hill International, Inc.**  
Lincoln Plaza  
818 West Riverside Ave, Suite 350  
Spokane, WA 99201  
Tel: 509-747-8031  
Fax: 509-747-8037  
[www.hillintl.com](http://www.hillintl.com)

April 20, 2017

Mr. Kyle Twohig  
Engineering Operations  
Manager  
City of Spokane Engineering  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

**Subject: Post Street and Howard Street mid-channel bridge project**

**Ref: Progressive Design Build Project Management services**

Dear Mr. Twohig:

Hill International Inc., (Hill) is excited about the opportunity to provide Progressive Design Build Project Management services for the Engineering Department bridge project. Our current understanding of the project is that the Post Street Bridge will be replaced and the scope of the Howard Street mid-channel bridge is unknown at this point in time. We also understand that you are planning on seeking funding assistance from WSDOT and planning on submitting the PRC application on May 1.

Due to the fast-moving nature of this project, the current project unknowns and the evolving scope we are proposing "ballpark" fee estimates for DB Team Procurement, Validation Phase and the Post-Validation Phase services. We are submitting our proposal with the understanding that these estimated fees are subject to change due to reasons mentioned above. Our intent is to start working on this project as soon as we receive approval and to work as efficiently as possible.

Hill's efforts are billed time and material, not to exceed, with an explanation of our effort provided in our monthly invoices. Our anticipated scope of services is attached in Attachment A as well as our 2017 hourly rates. Below is our estimated fee amount:

Procurement Phase	\$40,000
Validation Phase	\$10,000
Post- Validation Phase	<u>\$50,000</u>
Hill Estimate Fee total	\$100,000

If you have any questions please contact me at (425) 999-0953 or contact Matt Walker at (509) 747-8031. We look forward to working with you and the rest of your outstanding team on this project.

Very truly yours,  
Hill International, Inc.



Gregory C. Heinz  
Vice President

Cc        M Walker, Hill  
             J Lefotu, Hill  
             T Rasmussen, Hill



**CITY OF SPOKANE  
ENGINEERING SERVICES  
Professional Services Agreement**

**ATTACHMENT A – SCOPE OF SERVICES**

The purpose of this document is to define the services to be provided for the Post Street & Howard Street mid-channel progressive design build bridge project based upon our current understanding of the project.

**STANDARD SERVICES TO BE PROVIDED**

**Principal-in-Charge:**

- ☐ Overview the Hill team to assure that the needs of the City and the project are being met.

**PROCUREMENT PHASE**

**Design-Build Advisor:**

- ☐ Manage the DB Team procurement process.
  - Prepare the Washington State Capital Project Advisory Review Board Project Review Committee (PRC) design build (DB) application with assistance from City.
    - Assist with soliciting input from local industry leaders regarding project delivery method and schedule
  - Respond to PRC questions prior to PRC presentation; prepare PRC presentation PowerPoint; assist with presenting project application request at PRC meeting.
  - Prepare DB Request for Qualification (RFQ) document and manage RFQ/SOQ process with assistance from City.
    - Issue RFQ addenda as required
    - Advise Selection Committee regarding SOQ evaluation process
    - Provide high level review of SOQs and assist with shortlist recommendation
    - Provide SOQ scoring summary and individual DB Team review comments/issue at appropriate time frames
  - Prepare DB Request for Proposal (RFP) and manage RFP/Proposal process with assistance from City.
    - Assemble Owner generated Owner's Program information (performance requirements, existing reports, etc.) and include in RFP document.
    - Attend Proprietary/interview presentation Meetings

- Issue RFP addenda as required
  - Advise Selection Committee regarding Management Proposal evaluation process
  - Provide high-level review of Management Proposals and assist with highest scoring finalist recommendation
  - Provide Management Proposal scoring summary and individual DB Team review comments/issue at appropriate time frames
- Issue Notice to Proceed to DB Team.

**Bridge Advisor:**

- ☐ Review/comment on PRC application and attend PRC presentation.

**VALIDATION PHASE**

**Design-Build Advisor:**

- ☐ Provide limited oversight of the Validation phase of the project.
  - Attend portion of regularly scheduled biweekly design meetings to review DB contract compliance.
  - Provide high level review and comment on validation deliverables; coordinate with owner review comments.
  - Prepare GMP Amendment for City and DB Team signature.

**Bridge Advisor:**

- ☐ Review/comment on DB team validation submittal.
- ☐ Provide project related expertise on an as-needed basis as budget allows.

**POST – VALIDATION PHASE**

**Design-Build Advisor:**

- ☐ Provide limited administrative support during design and construction phases of the project.
  - Attend portion of regularly scheduled design & construction meetings monthly to review DB contract compliance.
  - Prepare City Change Orders for City's signature as required.

**Bridge Advisor:**

- ☐ Review/comment on DB team 60%, 90%, 100% design deliverables.
- ☐ Provide project related expertise on an as-needed basis as budget allows.
- ☐ Review design-builder estimates and participate in telephone estimate reconciliation sessions at validation and GMP development phases. Advise the City on appropriateness of same.

**Scheduler:**

- ☐ Review the Contractor(s) baseline and monthly update schedules and provide written comments related to same to the project team.

**Billing Rates 2017**

<b>Name</b>	<b>Role</b>	<b>Rate</b>
Matt Walker	Design Build Advisor	\$133
John Lefotu	Bridge Advisor	\$140
Lorraine Mead	Scheduler	\$119
Teri Rasmussen	Project Admin	\$81



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

05/08/2017

<u>Date Rec'd</u>	5/4/2017
<u>Clerk's File #</u>	CPR 2017-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2017

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/28/17.  
Total:\$ 6,493,748.19 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ 5,258,814.45.

**Summary (Background)**

Pages 1-49 Check numbers: 536722 - 536893 ACH payment numbers: 37050 - 37238 On file for review in City Clerks Office: 49 Page listing of Claims NOTE:

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 5,258,814.45	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	BUSTOS, KIM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 17

APPROVAL FUND SUMMARY

DATE: 05/01/17  
TIME: 09:25  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	649,827.56
1100	STREET FUND	46,694.95
1200	CODE ENFORCEMENT FUND	9,673.96
1300	LIBRARY FUND	31,739.58
1380	TRAFFIC CALMING MEASURES	1,468.56
1400	PARKS AND RECREATION FUND	59,899.42
1460	PARKING METER REVENUE FUND	3,408.37
1510	SPOKANE RGL EMERG COM SYS	397.84
1540	HUMAN SERVICES GRANTS FUND	27,189.05
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	2,206.61
1590	HOTEL/MOTEL TAX FUND	3,333.33
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,690.85
1630	COMBINED COMMUNICATIONS CENTER	13,996.41
1640	COMMUNICATIONS BLDG M&O FUND	899.89
1680	CD/HS OPERATIONS	5,721.82
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	588.68
1710	HOME PROGRAM	0.00
1730	HOPE ACQUISITION FUND	118.71
1940	CHANNEL FIVE EQUIPMENT RESERVE	2,322.36
1950	PARK CUMULATIVE RESERVE FUND	865.53
1970	FIRE/EMS FUND	258,882.08
3200	ARTERIAL STREET FUND	63,672.40
4100	WATER DIVISION	116,106.09
4250	INTEGRATED CAPITAL MANAGEMENT	7,120.61
4300	SEWER FUND	373,924.22
4340	WATER/WW REVENUE BOND FUND	7,848.23
4480	SOLID WASTE FUND	67,880.62
4490	SOLID WASTE DISPOSAL	171,188.67
4600	GOLF FUND	14,333.28
4700	DEVELOPMENT SVCS CENTER	15,887.10
5100	FLEET SERVICES FUND	174,216.97
5200	PUBLIC WORKS AND UTILITIES	6,152.63
5300	IT FUND	49,058.08
5310	IT CAPITAL REPLACEMENT FUND	50,699.78
5400	REPROGRAPHICS FUND	1,517.33
5600	ACCOUNTING SERVICES	10,637.72
5700	MY SPOKANE	3,315.05
5800	RISK MANAGEMENT FUND	80,089.80
5810	WORKERS' COMPENSATION FUND	2,194.22
5820	UNEMPLOYMENT COMPENSATION FUND	14.54
5830	EMPLOYEES BENEFITS FUND	534,059.35
5900	ASSET MANAGEMENT FUND OPS	12,159.35
5901	ASSET MANAGEMENT FUND CAPITAL	906.59
6060	EMPLOYEES' RETIREMENT FUND	1,137.42
6070	FIREFIGHTERS' PENSION FUND	102,034.45
6080	POLICE PENSION FUND	161,674.92
6730	PARKING & BUSINESS IMPROV DIST	88,575.00
6750	SPOKANE REGIONAL TRANS COUNCIL	1.59
6960	SALARY CLEARING FUND NEW	2,018,482.88

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 17

APPROVAL FUND SUMMARY

DATE: 05/01/17  
TIME: 09:25  
PAGE: 2

FUND	FUND NAME	AMOUNT
-----	-----	-----
		-----
	TOTAL:	5,258,814.45

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 17

DATE: 05/01/17  
TIME:  
PAGE: 1

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

SAGEVIEW CONSULTING GROUP, LLC	SURVEYS/STUDIES	
	ACH PMT NO. - 80037189	5,531.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037102	47,798.80
US BANK	OTHER MISC CHARGES	
	ACH PMT NO. - 80037232	50.00
TOTAL FOR 0020 - NONDEPARTMENTAL		53,379.80

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	150.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	59.50
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	10.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	569.21
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	2.38
TOTAL FOR 0030 - POLICE OMBUDSMAN		791.09

## 0100 - GENERAL FUND

AVISTA UTILITIES	PERMIT REFUNDS PAYABLE	
1411 E MISSION AVE	CHECK NO. - 00536758	50.00
CATALDO CATHOLIC SCHOOL	PERMIT REFUNDS PAYABLE	
455 W 18TH AVE	CHECK NO. - 00536759	50.00
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80037131	120,482.74
CATHOLIC HOUSING SERVICES	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80037132	2,353.35
JOHN TOWNER	DEPOSIT-CASH BAIL BONDS	
1906 N ASH ST	CHECK NO. - 00536731	1,000.00
PISTOLE	DEPOSIT - RESTITUTION	
523 W SPRAGUE AVE	CHECK NO. - 00536733	50.00
SPOKANE HOUSING AUTHORITY	GRANT CASH PASS THRU ACCOUNT	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80037148	8,538.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE INT'L AIRPORT	DEPOSIT-AIRPORT PARK VIOLATION	
AIRPORT PARKING TICKETS	ACH PMT NO. - 80037192	498.31

SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037146	61,240.72
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037196	105,098.73
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80037232	170,449.88-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037201	33,946.24
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00536765	10,367.19
TOTAL FOR 0100 - GENERAL FUND		----- 173,225.93

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	625.00
JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80037076	35.00
PAMELA DECOUNTER	OTHER MISC CHARGES ACH PMT NO. - 80037067	35.00
US BANK	ADVERTISING ACH PMT NO. - 80037232	184.96
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	29.09
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	439.33
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	21.77
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	1,932.23
TOTAL FOR 0230 - CIVIL SERVICE		----- 3,302.38

0260 - CITY CLERK

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80037069	88.21
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	215.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	485.58
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	25.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00536864	1,078.33
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	3.92
TOTAL FOR 0260 - CITY CLERK		1,896.04

0300 - HUMAN SERVICES

CATHOLIC CHARITIES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037131	6,626.44
INLAND NW AGC APPRENTICESHIP	CONTRACTUAL SERVICES	
TRAINING TRUST	ACH PMT NO. - 80037127	5,621.25
LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037143	8,663.71
PARTNERS WITH FAMILIES &	CONTRACTUAL SERVICES	
CHILDREN: SPOKANE	ACH PMT NO. - 80037144	4,384.53
TOTAL FOR 0300 - HUMAN SERVICES		25,295.93

0320 - COUNCIL

GREATER HILLYARD BUSINESS ASSN	OTHER MISC CHARGES	
	CHECK NO. - 00536729	1,000.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	525.00
NATIONAL LEAGUE OF CITIES	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80037090	12,468.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	107.17
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	2,455.63
TOTAL FOR 0320 - COUNCIL		16,555.80

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	480.00

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037232	3,033.08
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80037232	64.16
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	1,669.05
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	3.47

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS 5,249.76

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	3,455.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	1,270.19
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80037232	362.49
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	13,236.87
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	20.11

TOTAL FOR 0370 - ENGINEERING SERVICES 18,344.66

0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	690.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	72.14
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80037232	28.99
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	25.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	2,547.18

TOTAL FOR 0410 - FINANCE 3,363.31

0430 - GRANTS MANAGEMENT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	721.19

TOTAL FOR 0430 - GRANTS MANAGEMENT 871.19

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	150.00



US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	574.81

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	724.81
--	--------

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	75.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	304.54

TOTAL FOR 0470 - HISTORIC PRESERVATION	379.54
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0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	1,630.00

US BANK	CLE TRAVEL	
	ACH PMT NO. - 80037232	210.00

US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	676.31

US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80037232	20.00

US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	794.98

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	8,087.29

TOTAL FOR 0500 - LEGAL	11,418.58
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0520 - MAYOR

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DAVID CONDON	PER DIEM	
	CHECK NO. - 00536726	115.00

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	240.00

US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80037232	65.49

US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	153.82

US BANK	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80037232	105.44

US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	65.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
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EMP BENEFITS ( CITY )	CHECK NO. - 00536864	1,737.94
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	11.88
	-	
TOTAL FOR 0520 - MAYOR		2,494.57

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	210.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	49.90
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	893.49
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	4.39
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,157.78

0560 - MUNICIPAL COURT

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80037156	110.75
AUTOMOTIVE RENTALS INC	CASH OVER/SHORT	
4001 LEADENHALL RD	CHECK NO. - 00536831	15.00
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00536829	106.17
DAVID R STARK	CASH OVER/SHORT	
9812 E SHANNON AVE	CHECK NO. - 00536832	50.00

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	COMPUTERS & PERIPHERAL EQUIP	
%DELL USA LP	ACH PMT NO. - 80037068	1,023.10
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	1,525.00
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80037190	384.40
STACIE MIKEAL	CASH OVER/SHORT	
177 TREMONT ST	CHECK NO. - 00536841	15.00
THERESA MICHAUD	CASH OVER/SHORT	
1328 W DEAN #C	CHECK NO. - 00536843	20.00
US BANK	ADVERTISING	
	ACH PMT NO. - 80037232	375.00
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80037232	17.82
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80037232	11.37

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	513.71
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	7,621.74
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	1.56
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	19.33
TOTAL FOR 0560 - MUNICIPAL COURT		11,809.95

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	477.78
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		612.78

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	358.76
US BANK	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80037232	40.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	125.26
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	199.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	1,490.85
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	1.75
TOTAL FOR 0620 - HUMAN RESOURCES		2,215.62

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	1,015.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80037147	76.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	31.95

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	5.43
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	79.95
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	240.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	3,565.23
TOTAL FOR 0650 - PLANNING SERVICES		5,013.56

0680 - POLICE

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80037208	10,500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	69,336.19
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80037178	73.88
MICHAEL J CARR	TUITION REIMBURSEMENT ACH PMT NO. - 80037125	1,185.00
US BANK	BACKGROUND CHECKS ACH PMT NO. - 80037232	80.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	679.56
US BANK	MISC SERVICES/CHARGES ACH PMT NO. - 80037232	50.47
US BANK	NONTAXABLE MOVING EXPENSES ACH PMT NO. - 80037232	12,755.80
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	15.00
US BANK	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80037232	478.28
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	753.05
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	8,301.50
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	416.15
US BANK	POSTAGE ACH PMT NO. - 80037232	55.34
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80037232	1,397.69
US BANK	PROMOTIONAL SUPPLIES	

	ACH PMT NO. - 80037232	169.60
US BANK	PUBLICATIONS	
	ACH PMT NO. - 80037232	123.20
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	13,877.98
US BANK	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80037232	168.21
US BANK	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80037232	10,485.00
US BANK	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80037232	305.77
US BANK	WEAPONS/FIREARMS/SIGNALGUNS	
	ACH PMT NO. - 80037232	2,279.44
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	35,637.38
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	26.66
WA STATE DEPT OF REVENUE	NONTAXABLE MOVING EXPENSES	
	-	1,122.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	14.95
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	541.20
WA STATE DEPT OF REVENUE	POWER TOOLS/EQUIPMENT	
	-	123.00
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES	
	-	14.93
WA STATE DEPT OF REVENUE	PUBLICATIONS	
	-	6.88
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00536869	0.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00536869	125,936.57
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00536870	625.00
TOTAL FOR 0680 - POLICE		297,536.29

0690 - PROBATION SERVICES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80037072	13.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	750.00

US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80037232	260.86
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	2,495.89
		-----
TOTAL FOR 0690 - PROBATION SERVICES		3,520.12

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80037129	36.95
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	1,425.00
LARRY TANGEN	LEGAL SERVICES	
	ACH PMT NO. - 80037150	773.50
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	519.24

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80037232	10.00
US BANK	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80037232	147.00-
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	6,075.57
		-----
TOTAL FOR 0700 - PUBLIC DEFENDER		8,693.26

0750 - ECONOMIC DEVELOPMENT

ACTION APPAREL	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80037126	1,010.74
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	75.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	60.91
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	822.80
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	5.36
		-----
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		1,974.81

1100 - STREET FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	4,731.20

LAKESIDE INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00536730	5,062.11
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037098	5,514.05
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037190	349.31
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	1,436.11
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	339.62
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	232.68
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	5,800.26

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	100.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	3,537.66
US BANK	POSTAGE ACH PMT NO. - 80037232	74.65
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	1,559.00
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	41.97
US BANK	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80037232	163.02
US BANK	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80037232	27.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	17,553.37
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	13.94
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	158.40

TOTAL FOR 1100 - STREET FUND

-----  
46,694.95

1200 - CODE ENFORCEMENT FUND

CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80037184	5,504.02
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	575.00
SPOKANE COUNTY AUDITOR	LEGAL SERVICES	

SPOKANE COUNTY COURTHOUSE	ACH PMT NO. - 80037147	219.00
US BANK	LEGAL SERVICES ACH PMT NO. - 80037232	17.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	5.98
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	450.61
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	339.04
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	2,563.31

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	----- 9,673.96
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	2,485.00
US BANK	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80037232	1,630.46
US BANK	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80037232	25.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	3,787.03
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	7,493.65
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	49.99
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	2,149.46
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037232	353.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	13,451.28
WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS -	2.20
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	175.56
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	94.26
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	42.60

TOTAL FOR 1300 - LIBRARY FUND	----- 31,739.58
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## 1380 - TRAFFIC CALMING MEASURES

GARY OSBURN 11113 E 46TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00536834	50.00
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JODIANNE WAGNER 1109 W NEBRASKA AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00536752	161.00
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KATIE WILLIAMS 5504 S GARFIELD ST	PHOTO RED FINES CHECK NO. - 00536753	91.39
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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEITH MASON 2228 E JOSEPH AVE	PHOTO RED FINES CHECK NO. - 00536835	20.00
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KEVIN WICK 6901 N SKYLINE DR	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00536836	123.89
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MARY KLAUS 1711 N ADDISON ST	PHOTO RED FINES CHECK NO. - 00536837	36.00
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NICOLE CHAFFINS 2423 W PROVIDENCE	PHOTO RED FINES CHECK NO. - 00536838	161.00
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RUTH FELCHLIN 12808 N CHRONICLE ST	PHOTO RED FINES CHECK NO. - 00536839	36.00
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SAMANTHA LONG 3412 N NEWPORT HWY TRLR 30	PHOTO RED FINES CHECK NO. - 00536840	50.39
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TERI JORDAN 4009 N ASH ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00536842	150.00
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THRIFTY CAR RENTAL DBA CENTRAC INC	PHOTO RED FINES CHECK NO. - 00536755	161.00
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TOYOTA LEASE TRUST OR CASSIDY NICOLE MILLER	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00536756	427.89
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TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		1,468.56
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## 1400 - PARKS AND RECREATION FUND

GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80037078	258.42
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GRIFFIN PUBLISHING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80037079	832.32
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	3,281.80
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US BANK	ADVERTISING ACH PMT NO. - 80037232	506.30
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US BANK	AIRFARE ACH PMT NO. - 80037232	85.00
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US BANK	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	1,180.66
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US BANK	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO. - 80037232	978.28
US BANK	CLOTHING ACH PMT NO. - 80037232	879.22
US BANK	CONTRACTUAL SERVICES ACH PMT NO. - 80037232	361.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	4,429.36
US BANK	GENERAL REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	3,902.49
US BANK	INVENTORY HELD FOR RESALE ACH PMT NO. - 80037232	2,110.59
US BANK	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80037232	131.80
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	2,107.93
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	267.03
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	915.59
US BANK	OPERATING RENTALS/LEASES ACH PMT NO. - 80037232	19.46
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	7,116.72
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	37.64
US BANK	PERMITS/OTHER FEES ACH PMT NO. - 80037232	75.00
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80037232	1,000.00
US BANK	PROFESSIONAL SERVICES ACH PMT NO. - 80037232	170.00
US BANK	RECREATIONAL SUPPLIES ACH PMT NO. - 80037232	1,189.92
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	955.00
US BANK	REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	6,416.14
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	1,408.44
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	18,762.64
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	

	-	126.36
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT SUPPLIES	
	-	39.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	INVENTORY HELD FOR RESALE	
	-	72.47
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	41.41
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	54.77
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES	
	-	21.78
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	
	-	153.99
WA STATE DEPT OF REVENUE	SMALL TOOLS	
	-	9.69

TOTAL FOR 1400 - PARKS AND RECREATION FUND	59,899.42
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1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	663.57
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	81.17
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80037232	28.89
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80037232	8.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	2,626.24

TOTAL FOR 1460 - PARKING METER REVENUE FUND	3,408.37
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1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	75.00
US BANK	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80037232	40.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	282.84

TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS	397.84
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1540 - HUMAN SERVICES GRANTS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80037131	54,602.62
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037131	30,519.46-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80037146	39,869.50
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037146	39,799.50-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80037201	3,035.89
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		27,189.05

1541 - CONTINUUM OF CARE

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80037131	89,963.28
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037131	89,963.28-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80037146	21,441.22
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037146	21,441.22-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80037201	33,946.24
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80037201	33,946.24-
TOTAL FOR 1541 - CONTINUUM OF CARE		0.00

1560 - FORFEITURES & CONTRIBUTION FND

US BANK	VEHICLES ACH PMT NO. - 80037232	2,206.61
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		2,206.61

1590 - HOTEL/MOTEL TAX FUND

SPOKANE REGIONAL SPORTS COMMISSION	CONTRACTUAL SERVICES ACH PMT NO. - 80037105	3,333.33
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		3,333.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	874.57
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	2,159.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	213.82
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00536869	1,443.46
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		4,690.85

1630 - COMBINED COMMUNICATIONS CENTER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80037165	1,117.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	1,264.30
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536857	1,255.08
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80037225	1,000.00
US BANK	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80037232	825.00
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	888.33
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	77.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	154.56
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	69.13
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	2,100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	4,249.26
WA STATE DEPT OF REVENUE	COMPUTERS & PERIPHERAL EQUIP -	72.60
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	65.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF                      PENSION LEOFF II

DEPT OF RETIREMENT SYSTEMS                      CHECK NO. - 00536869                      857.23

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER                      -----  
13,996.41

1640 - COMMUNICATIONS BLDG M&O FUND

-----  
SPOKANE PRO CARE INC                      BUILDING REPAIRS/MAINTENANCE  
ACH PMT NO. - 80037104                      92.40

US BANK                      OPERATING SUPPLIES  
ACH PMT NO. - 80037232                      737.92

US BANK                      REPAIR & MAINTENANCE SUPPLIES  
ACH PMT NO. - 80037232                      69.57

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND                      -----  
899.89

1680 - CD/HS OPERATIONS

-----  
ICMA RETIREMENT TRUST 457                      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                      CHECK NO. - 00536854                      660.00

US BANK                      OFFICE SUPPLIES  
ACH PMT NO. - 80037232                      133.54

US BANK                      REGISTRATION/SCHOOLING  
ACH PMT NO. - 80037232                      1,375.00

US BANK OR CITY TREASURER                      SOCIAL SECURITY  
EMP BENEFITS ( CITY )                      CHECK NO. - 00536864                      3,553.28

TOTAL FOR 1680 - CD/HS OPERATIONS                      -----  
5,721.82

1690 - COMM DEVELOPMENT BLOCK GRANTS

-----  
CATHOLIC HOUSING SERVICES                      CONTRACTUAL SERVICES  
ACH PMT NO. - 80037132                      2,353.35

CATHOLIC HOUSING SERVICES                      GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80037132                      2,353.35-

TRANSITIONS DBA TRANSITIONAL                      CONTRACTUAL SERVICES  
PROGRAMS FOR WOMEN                      ACH PMT NO. - 80037196                      105,098.73

TRANSITIONS DBA TRANSITIONAL                      GRANT CASH PASS THRU ACCOUNT  
PROGRAMS FOR WOMEN                      ACH PMT NO. - 80037196                      105,098.73-

TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS                      -----  
0.00

1695 - CDBG REVOLVING LOAN FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES                      UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80037130                      70.74

AVISTA UTILITIES                      UTILITY NATURAL GAS  
ACH PMT NO. - 80037130                      191.42

SPOKANE CITY TREASURER	STORMWATER FEES	
	CHECK NO. - 00536763	326.52

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	588.68
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1710 - HOME PROGRAM

SPOKANE HOUSING AUTHORITY	CONTRACTUAL SERVICES	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80037148	8,538.53
SPOKANE HOUSING AUTHORITY	GRANT CASH PASS THRU ACCOUNT	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80037148	8,538.53-

TOTAL FOR 1710 - HOME PROGRAM	0.00
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1730 - HOPE ACQUISITION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80037130	27.10
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80037130	51.65
SPOKANE CITY TREASURER	STORMWATER FEES	
	CHECK NO. - 00536763	39.96

TOTAL FOR 1730 - HOPE ACQUISITION FUND	118.71
--	--------

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80037232	2,006.54
US BANK	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80037232	125.00
US BANK	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80037232	3.25
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	176.57
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	11.00

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	2,322.36
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1950 - PARK CUMULATIVE RESERVE FUND

US BANK	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80037232	865.53

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND	865.53
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## 1970 - FIRE/EMS FUND

AIR EXCHANGE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80037052	413.32
ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80037054	494.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80037055	34.82
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80037165	3,326.87
DONALD D WALLER	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80037207	271.75
EDWARD F MILLER	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00536844	184.17
FIREFIGHTER'S BOOKSTORE	PUBLICATIONS ACH PMT NO. - 80037074	1,458.45
GALLS LLC	CLOTHING ACH PMT NO. - 80037171	136.73
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80037070	103.27
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80037217	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	11,559.65
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536857	35,369.78
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037185	163.54
MARK WALKER	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80037203	184.17
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80037181	404.74
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80037091	107.46

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80037225	16,600.00
TIM'S COMFORT PLUS TIMOTHY J SILVA-OWNER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037109	552.14
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00536739	158.09
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037111	320.70
UNIFIRE POWER BLOWERS INC	VEHICLE REPAIRS/MAINT	



	ACH PMT NO. - 80037111	91.49
US BANK	ADVERTISING ACH PMT NO. - 80037232	1,240.00
US BANK	CLOTHING ACH PMT NO. - 80037232	551.74
US BANK	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80037232	733.69
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	1,192.27
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	1,872.60
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	210.47
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	578.33
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	6,511.41
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	2,117.00
US BANK	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80037232	679.01
US BANK	POSTAGE ACH PMT NO. - 80037232	127.27
US BANK	PRINTING/BINDING/REPRO ACH PMT NO. - 80037232	510.03
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	1,217.81
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	7,870.10
US BANK	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80037232	2,096.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	SAFETY SUPPLIES ACH PMT NO. - 80037232	380.88
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	286.13
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037232	543.50
US BANK	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80037232	6,224.74
US BANK	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80037232	860.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	21,332.50

VICTOR JOHN GIAMPIETRI DBA WA STATE FIRST AID	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80037202	195.66
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	12.66
WA STATE DEPT OF REVENUE	NON-TRAVEL MEALS/LGHT RFRSHMT -	8.87
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	2.62
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	44.88
WA STATE DEPT OF REVENUE	PUBLICATIONS -	196.61
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	87.08
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	33.52
WA STATE DEPT OF REVENUE	SMALL TOOLS -	18.74
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	23.12
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00536869	13.20
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00536869	128,640.21
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80037124	33.81

TOTAL FOR 1970 - FIRE/EMS FUND	-----	258,882.08
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	PRINTING/BINDING/REPRO CHECK NO. - 00536749	1,643.70
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037174	60,149.99
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037140	179.71
NANCY L RESSA	RIGHT OF WAY ACH PMT NO. - 80037145	1,699.00

TOTAL FOR 3200 - ARTERIAL STREET FUND	-----	63,672.40
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4100 - WATER DIVISION

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
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	ACH PMT NO. - 80037156	42.24
CASCADE MACHINERY & ELECTRIC INC	MINOR EQUIPMENT ACH PMT NO. - 80037161	8,397.18
ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80037136	262.56
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80037072	252.90
FERGUSON ENTERPRISES INC dba FAMILIAN NW INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80037073	2,334.85
FRANK E KASPER C/O RYAN GOLDEN LICSW	REFUNDS CHECK NO. - 00536833	4,979.29
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80037080	1,873.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	7,271.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80037141	429.73
MORAN FENCE INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80037088	2,643.84
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037190	1,033.44
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80037149	69.82
TAMARA MASON C/O LUSH	REFUNDS CHECK NO. - 00536754	87.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037232	278.36
US BANK	COMPL MAINTENANCE EXPENSE WO ACH PMT NO. - 80037232	91.39
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	867.67
US BANK	FACILITY REPAIRS ACH PMT NO. - 80037232	723.94
US BANK	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80037232	5,894.02
US BANK	JUDGEMENTS/DAMAGES ACH PMT NO. - 80037232	48.89
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	5,534.06
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	2,169.48
US BANK	OPERATING SUPPLIES	

	ACH PMT NO. - 80037232	888.23
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037232	4.38
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80037232	7,407.26
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	980.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	3,989.00
US BANK	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80037232	28,172.74
US BANK	TESTING SERVICES ACH PMT NO. - 80037232	9.66
US BANK	VEHICLES ACH PMT NO. - 80037232	206.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	28,757.61
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	23.11
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	5.28
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	54.57

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	PUBLICATIONS -	86.24
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	235.61

TOTAL FOR 4100 - WATER DIVISION

-----  
116,106.09

4250 - INTEGRATED CAPITAL MANAGEMENT

CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037133	953.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	700.00
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037190	282.48
TAMARA MASON C/O LUSH	REFUNDS CHECK NO. - 00536754	10.23
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037151	387.50
US BANK	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037232	328.57

US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	43.47
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80037232	1,635.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	2,751.36
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS	
	-	28.91

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	7,120.61
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4300 - SEWER FUND

TAMARA MASON	REFUNDS	
C/O LUSH	CHECK NO. - 00536754	12.42

TOTAL FOR 4300 - SEWER FUND	12.42
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4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80037158	3,094.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80037158	1,325.10
GORDON TRUCK CENTERS INC DBA	VEHICLES	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80037139	132,670.71
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	3,715.00
STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING/REPRO	
DBA STANDARD PRINTWORKS	ACH PMT NO. - 80037149	69.84
US BANK	CELL PHONE	
	ACH PMT NO. - 80037232	300.33
US BANK	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80037232	2,769.95
US BANK	IT EXPENSES	
	ACH PMT NO. - 80037232	107.61
US BANK	IT REPLACEMENT	
	ACH PMT NO. - 80037232	97.93
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80037232	222.81
US BANK	MINOR SAFETY EQUIPMENT	
	ACH PMT NO. - 80037232	781.28
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80037232	789.41

US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	310.11
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	465.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	2,263.83
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	70.27
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037232	76.12
US BANK	REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	6.00
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80037232	1,044.32
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	80.84
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	12,289.83

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	CELL PHONE -	0.70
WA STATE DEPT OF REVENUE	IT REPLACEMENT -	5.28

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	162,556.83
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4320 - RIVERSIDE PARK RECLAMATION FAC

APSCO LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80037157	11,471.68
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80037162	4,349.26
CONTRACT RESOURCE GROUP INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80037164	5,070.51
HACH COMPANY AMERICAN SIGMA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037173	2,706.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	5,595.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037175	19,628.07
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037176	39,731.90
KGS NORTHWEST, LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00536830	1,827.36
MAINTENANCE CONNECTION INC	SOFTWARE (NONCAPITALIZED)	

	ACH PMT NO. - 80037180	1,763.37
NORDS ELECTRIC SUPPLY INC	BUILDING IMPROVEMENTS CHECK NO. - 00536845	18,017.03
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037186	14,699.39
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037187	18,364.50
RED VALVE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00536846	910.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80037147	127.00
SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80037193	67.50
TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80037195	166.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037197	4,231.88
US BANK	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	757.49
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	934.99
US BANK	LUBRICANTS ACH PMT NO. - 80037232	1,855.73
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	275.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	445.40
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	5,981.49
US BANK	OTHER MISC CHARGES ACH PMT NO. - 80037232	2,694.52
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	15,960.62
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	532.38
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037232	37.89
US BANK	PHONES ACH PMT NO. - 80037232	722.00
US BANK	POSTAGE ACH PMT NO. - 80037232	38.25
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	20.00

US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	5,389.00
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80037232	1,240.15
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	183.79
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	21,819.09
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1,616.08
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	18.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	24.20
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	70.20
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	322.13
WA STATE DEPT OF REVENUE	PHONES -	63.54
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	198.74
WIN 911 SOFTWARE	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037206	495.00

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	210,423.47
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4340 - WATER/WW REVENUE BOND FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00536722	5,009.39
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037174	1,255.50
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037140	1,003.38
US BANK	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80037232	562.41
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS -	17.55

TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND	7,848.23
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4360 - ENVIRONMENTAL PROGRAMS



ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00536864	706.50
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		931.50

4480 - SOLID WASTE FUND

FRANK E KASPER	REFUNDS	
C/O RYAN GOLDEN LICSW	CHECK NO. - 00536833	11.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RENOVATIONS BY DAVE	REFUNDS	
815 N UNIVERSITY RD	CHECK NO. - 00536734	272.81
TAMARA MASON	REFUNDS	
C/O LUSH	CHECK NO. - 00536754	11.91

TOTAL FOR 4480 - SOLID WASTE FUND	296.13
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4490 - SOLID WASTE DISPOSAL

ALLIED SAFE & VAULT CO INC DBA	ALARM/SECURITY SERVICES	
ALLIED FIRE AND SECURITY	ACH PMT NO. - 80037053	78.00
APPLIED INDUSTRIAL	EQUIPMENT REPAIRS/MAINTENANCE	
TECHNOLOGIES	ACH PMT NO. - 80037128	11,353.86
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80037130	3,343.86
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80037130	14,914.27
DICK IRVIN INC.	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037135	6,456.32
ECOCEM ANALYTICS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80037169	4,712.15
EXPONENT INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00536750	17,119.72
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80037170	214.65
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80037170	1,061.03
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80037170	22.12
FELTON FIRE SERVICE LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80037138	3,518.22
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80037172	40,039.49
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00536854	3,255.00
KNIGHT CONSTRUCTION & SUPPLY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80037177	2,970.75
LEHIGH FLUID POWER INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037142	1,994.40
MICHELLE DORGAN	LOCAL MILEAGE ACH PMT NO. - 80037153	81.32

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHELLE DORGAN	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037153	20.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80037183	770.84
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00536723	55.00
RENOVATIONS BY DAVE 815 N UNIVERSITY RD	REFUNDS CHECK NO. - 00536734	227.19
SANITAS TECHNOLOGIES/DIV OF R3 STRATEGIES INC	IT/DATA SERVICES ACH PMT NO. - 80037097	295.00
US BANK	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80037232	309.78
US BANK	CONTRACTUAL SERVICES ACH PMT NO. - 80037232	24.70
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	1,352.24
US BANK	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80037232	238.00
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	106.01
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	32.31
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	665.00
US BANK	OPERATING RENTALS/LEASES ACH PMT NO. - 80037232	34.78
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	1,702.44
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	302.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	27,103.83
US BANK	PERMITS/OTHER FEES ACH PMT NO. - 80037232	452.14
US BANK	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80037232	1,355.49

US BANK	POSTAGE ACH PMT NO. - 80037232	416.27
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80037232	594.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	PRINTING/BINDING/REPRO ACH PMT NO. - 80037232	737.41
US BANK	PROFESSIONAL SERVICES ACH PMT NO. - 80037232	200.00
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	520.83
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	2,632.00
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	1,005.08
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	17,675.53
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80037114	600.45
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1.43
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	1.57-
WA STATE DEPT OF REVENUE	HAZARDOUS WASTE DISPOSAL -	20.94
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	76.76
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	426.93
WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES -	20.94
WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	4.31
WA STATE DEPT OF REVENUE	POWER TOOLS/EQUIPMENT -	52.33
WA STATE DEPT OF REVENUE	SMALL TOOLS -	22.44

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	----- 171,188.67
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4500 - SOLID WASTE COLLECTION

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80037051	219.34
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C & C YARD CARE

LANDSCAPE/GROUNDS MAINT  
ACH PMT NO. - 80037160

244.57

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CORBIN ENQUIST	PERMITS/OTHER FEES CHECK NO. - 00536727	454.00
CRAMBLIT INC dba HOTSY OF SPOKANE	OPERATING SUPPLIES ACH PMT NO. - 80037083	6,005.76
GALLOWAY PROPERTY MAINT INC	SNOW REMOVAL SERVICES CHECK NO. - 00536751	2,969.66
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	5,155.00
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037179	30,181.85
PATRICK J ARNOLD	PERMITS/OTHER FEES CHECK NO. - 00536724	369.00
SHAWN TUCKER	PERMITS/OTHER FEES CHECK NO. - 00536764	420.00
TRAMPUS CARTMELL	PERMITS/OTHER FEES CHECK NO. - 00536725	102.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	170.03
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	494.45
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80037232	448.55
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	438.28
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	19,908.11
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.89

TOTAL FOR 4500 - SOLID WASTE COLLECTION

-----  
67,584.49

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	368.70
US BANK	ADVERTISING ACH PMT NO. - 80037232	100.00
US BANK	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	45.65
US BANK	GENERAL REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	544.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	249.81
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	680.90
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	6,697.90
US BANK	POSTAGE ACH PMT NO. - 80037232	13.60
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80037232	630.41
US BANK	REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	1,240.71
US BANK	SMALL TOOLS ACH PMT NO. - 80037232	189.01
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	3,478.76
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	19.09
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	17.60
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	56.36
TOTAL FOR 4600 - GOLF FUND		14,333.28

4700 - DEVELOPMENT SVCS CENTER

ADT HEIDI FIELDS	PERMIT REFUNDS PAYABLE CHECK NO. - 00536757	15.00
CORNERSTONE EQUITIES LLC PAUL YEAGER	PERMIT REFUNDS PAYABLE CHECK NO. - 00536760	225.00
ELENA S AXTON 4033 W PRINCETON AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00536761	25.00
HARLAN DOUGLASS JOE CALIA	PERMIT REFUNDS PAYABLE CHECK NO. - 00536762	225.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	2,237.50
NORTHERN ELECTRIC LLC PO BOX 329	PERMIT REFUNDS PAYABLE CHECK NO. - 00536732	15.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80037147	75.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MISC SERVICES/CHARGES ACH PMT NO. - 80037232	64.45
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	95.85
US BANK	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80037232	1,185.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	607.24
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	364.40
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037232	484.80
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	533.42
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	9,582.21
WA STATE DEPT OF REVENUE	OFFICE FURNITURE (NON CAPITAL) -	104.28
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	42.76
WA STATE DEPT OF REVENUE	PUBLICATIONS -	5.19

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 15,887.10
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5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80037058	510.04
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80037058	1,353.05
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037159	441.68
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037061	2,457.64
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80037065	4,218.17
CUMMINS NORTHWEST LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037066	1,721.75
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037075	1,467.45

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLOWAY PROPERTY MAINT INC	SNOW REMOVAL SERVICES CHECK NO. - 00536751	5,273.36
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GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80037077	99.92
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	1,725.00
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037085	9,705.38
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00536735	2,911.49
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037087	504.98
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00536737	72.39
S & J ENGINES INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037096	3,113.86
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00536738	2,424.75
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037101	7,546.64
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037101	3,227.99
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037103	783.36
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037110	18,652.27
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037232	15,141.02
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	2,232.33
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	260.44
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	72,441.70
US BANK	PROFESSIONAL SERVICES ACH PMT NO. - 80037232	30.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	405.94
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	6,148.45

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WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	5.15
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	500.02
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80037119	1,791.73
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00536740	1,750.74
WESTERN PETERBILT LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037121	3,891.11
WESTERN PETERBILT LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037121	1,407.17
TOTAL FOR 5100 - FLEET SERVICES FUND		174,216.97
5200 - PUBLIC WORKS AND UTILITIES		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80037134	63.92
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80037068	94.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	1,350.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	43.75
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	250.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	4,350.91
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		6,152.63
5300 - IT FUND		
DELL MARKETING LP %DELL USA LP	OPERATING SUPPLIES ACH PMT NO. - 80037167	213.22
EMBARCADERO TECHNOLOGIES INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80037071	14,323.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	2,551.00
MITCHELL HUMPHREY USER GROUP ATTN HEATHER PLANK MHUG TREAS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00536736	500.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
NEW HORIZONS COMPUTER LEARNING CENTER/COMPUTER SOLUTIONS	REGISTRATION/SCHOOLING ACH PMT NO. - 80037182	2,546.00
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037100	826.76
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80037191	13,907.72
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	578.69



US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	453.72
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	818.52
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	500.00
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80037232	132.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	11,686.12
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	12.67
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	8.26
TOTAL FOR 5300 - IT FUND		49,058.08

5310 - IT CAPITAL REPLACEMENT FUND

COMPUNET INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80037064	33,372.01
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80037068	17,327.77
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		50,699.78

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	180.00
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	35.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	590.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80037205	711.59
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,517.33

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	2,120.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	778.89

US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80037232	7.00
US BANK	PUBLICATIONS ACH PMT NO. - 80037232	580.46
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	199.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	6,952.37

TOTAL FOR 5600 - ACCOUNTING SERVICES	-----	10,637.72
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5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	255.00
US BANK	CLOTHING ACH PMT NO. - 80037232	615.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	39.31
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80037232	109.92
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80037232	705.70
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	1,536.00
WA STATE DEPT OF REVENUE	CLOTHING -	54.12

TOTAL FOR 5700 - MY SPOKANE	-----	3,315.05
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5800 - RISK MANAGEMENT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	30.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80037199	79,904.63
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	155.17

TOTAL FOR 5800 - RISK MANAGEMENT FUND	-----	80,089.80
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5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	240.00
US BANK	PARKING/TOLLS (LOCAL)	

	ACH PMT NO. - 80037232	97.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	1,042.34
US HEALTHWORKS MEDICAL GROUP OF WASHINGTON PS	PROFESSIONAL SERVICES CHECK NO. - 00536847	240.00
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80037200	24.40
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80037116	550.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		2,194.22
5820 - UNEMPLOYMENT COMPENSATION FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	3.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	10.80
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		14.54
5830 - EMPLOYEES BENEFITS FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	232.50
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80037215	38,043.78
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80037215	174,087.66
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80037215	11,724.99
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80037220	56,677.76
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80037188	212,235.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80037232	29.62
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	658.95
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80037204	3,502.34
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80037204	36,866.75
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		534,059.35

## 5900 - ASSET MANAGEMENT FUND OPS

ATS INLAND NW LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80037057	912.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	420.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80037147	363.00
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	163.73
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80037232	3,291.01
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	120.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80037232	4,910.21
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	1,974.13
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	4.84

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

12,159.35

## 5901 - ASSET MANAGEMENT FUND CAPITAL

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NW EMERGENCY VEHICLE GRAPHICS	VEHICLES ACH PMT NO. - 80037092	113.16
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80037232	434.80
US BANK	VEHICLES ACH PMT NO. - 80037232	358.63

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

906.59

## 6080 - POLICE PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80037198	70,000.00
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TOTAL FOR 6080 - POLICE PENSION FUND

70,000.00

## 6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00536854	210.00
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US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80037232	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00536864	767.42
TOTAL FOR 6100 - RETIREMENT		1,137.42

6200 - FIREFIGHTERS' PENSION FUND

ADVANCED HEARING AID CTR INC	SERVICE REIMBURSEMENT CHECK NO. - 00536874	177.36
BLC-PARK PLACE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00536876	20,791.39
CREATIVE NETWORKS LLC dba RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00536877	114.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00536879	13,830.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00536880	128.33
JAMES J WALSH	SERVICE REIMBURSEMENT CHECK NO. - 00536891	2,250.00
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80037113	175.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80037220	10,160.98
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80037188	7,798.10
RELIANT RX LLC	SERVICE REIMBURSEMENT CHECK NO. - 00536884	125.75
RESCARE WASHINGTON INC DBA RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00536885	3,477.50
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00536886	19,512.68
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00536887	74.05
RUSSELL WHITMORE	SERVICE REIMBURSEMENT CHECK NO. - 00536893	134.90
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80037189	8,297.00
SPECIALTY HOMECARE LIFELINE INC	SERVICE REIMBURSEMENT CHECK NO. - 00536888	52.18
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00536889	45.00
VAUGHN S YOUNG	SERVICE REIMBURSEMENT	

DBA GUARDIAN ANGEL HOME CARE	CHECK NO. - 00536881	788.80
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80037234	1,421.35
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80037204	12,563.00
WESTERN HEARING AID CENTER INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80037238	117.08

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	-----	102,034.45
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6300 - POLICE PENSION

CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00536878	4,633.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00536879	4,425.00
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80037113	175.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00536882	43.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80037235	2,767.50
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80037220	7,737.26
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80037188	28,565.55
RICHARD J POOLE	SERVICE REIMBURSEMENT CHECK NO. - 00536883	170.00
ROBERT BAILOR	SERVICE REIMBURSEMENT CHECK NO. - 00536875	198.00
ROBERT SCHABER	SERVICE REIMBURSEMENT ACH PMT NO. - 80037236	400.00
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00536887	574.86
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80037189	8,071.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00536890	8,650.00
SUNSHINE HEALTH FACILITIES INC dba SUNSHINE GARDENS	SERVICE REIMBURSEMENT ACH PMT NO. - 80037237	9,300.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80037234	1,080.75
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80037204	7,134.00

WASHINGTON EE GROUP LLC	SERVICE REIMBURSEMENT	
DBA PINE RIDGE ALZHEIMER'S	CHECK NO. - 00536892	7,750.00

TOTAL FOR 6300 - POLICE PENSION	91,674.92
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6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80037168	88,575.00

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	88,575.00
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6760 - SPOKANE REGIONAL COUNCIL

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	1.59

TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL	1.59
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80037208	3,747.68
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80037208	8,762.32
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80037209	26,773.94
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00536849	1,040.00
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00536848	331.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00536850	1,809.87
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80037213	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80037214	27.50
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00536852	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00536853	968.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00536854	218,355.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00536854	7,161.48
ICMA RETIREMENT TRUST 457 LOAN	ICMA RETR 457D LOAN PAYMENT	

PAYMENT	CHECK NO. - 00536855	58,958.93
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00536856	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00536857	54,563.93
INTERNAL REVENUE SERVICE	IRS CHECK NO. - 00536858	37.50
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00536868	1,002.56
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80037218	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80037219	2,383.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00536859	197.15
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00536860	293.31
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00536861	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80037216	588.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00536862	483.32
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80037211	48,090.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80037211	2,388.16
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80037212	2,537.90
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80037221	945.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80037222	3,008.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80037226	412.85
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80037224	24,931.20
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80037223	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80037228	210.00
SPOKANE POLICE TACTICAL TEAM	SPOKANE POLICE TACTICAL TEAM	



% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80037229	256.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80037227	13,941.40
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80037227	287.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80037227	3,692.50
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00536851	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00536863	12.50

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED WAY	UNITED WAY ACH PMT NO. - 80037230	1,654.67
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00536864	239,650.84
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00536864	737,065.99
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00536864	91,776.34
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00536865	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00536866	1,140.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80037233	27,064.41
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00536867	16,555.43
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00536869	413,067.33
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00536870	879.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00536871	295.57

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

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2,018,482.88

TOTAL CLAIMS

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5,258,814.45

REPORT: PG3640  
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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	7,915.92	17.60	1,309.34
00536722	ABADAN REPROGRAPHICS	5,009.39		
00536723	NORTHWEST INDUSTRIAL SERVICE	55.00		
00536724	PATRICK J ARNOLD	369.00		
00536725	TRAMPUS CARTMELL	102.00		
00536726	DAVID CONDON	115.00		
00536727	CORBIN ENQUIST	454.00		
00536728	GALLOWAY PROPERTY MAINT INC	2,303.69		
00536729	GREATER HILLYARD BUSINESS AS	1,000.00		
00536730	LAKESIDE INDUSTRIES	5,062.11		
00536731	JOHN TOWNER	1,000.00		
00536732	NORTHERN ELECTRIC LLC	15.00		
00536733	PISTOLE	50.00		
00536734	RENOVATIONS BY DAVE	500.00		
00536735	MCCLOUGHLIN & EARDLEY GROUP	2,911.49		
00536736	MITCHELL HUMPHREY USER GROUP	500.00		
00536737	PETROCARD SYSTEMS INC	72.39		
00536738	SIX ROBBLEES INC	2,424.75		
00536739	TORRE REFUSE & RECYCLING	158.09		
00536740	WENDLE FORD NISSAN ISUZU	1,750.74		
00536741	BLOOMBERG FINANCE LP		6,270.00	
00536742	BUC INFORMATION SERVICES		199.95	
00536743	CH2M HILL ENGINEERS INC			68,339.06
00536744	THE F.A. BARTLETT TREE EXPER			1,797.39
00536745	GENERAL FIRE EXTINGUISHER			45.91
00536746	JENSEN DISTRIBUTION SERVICES			1,364.14
00536747	AARON SCHWARTZ			499.00
00536748	LAW OFFICE OF ROBYNNE THAXTO			247.50
00536749	ABADAN REPROGRAPHICS	1,643.70		
00536750	EXPONENT INC	17,119.72		
00536751	GALLOWAY PROPERTY MAINT INC	5,939.33		
00536752	JODIANNE WAGNER	161.00		
00536753	KATIE WILLIAMS	91.39		
00536754	TAMARA MASON	122.06		
00536755	THRIFTY CAR RENTAL	161.00		
00536756	TOYOTA LEASE TRUST OR	427.89		
00536757	ADT	15.00		
00536758	AVISTA UTILITIES	50.00		
00536759	CATALDO CATHOLIC SCHOOL	50.00		
00536760	CORNERSTONE EQUITIES LLC	225.00		
00536761	ELENA S AXTON	25.00		
00536762	HARLAN DOUGLASS	225.00		
00536763	SPOKANE CITY TREASURER	366.48		
00536764	SHAWN TUCKER	420.00		
00536765	WA STATE DEPT OF REVENUE	10,367.19		
00536829	COMCAST	106.17		
00536830	KGS NORTHWEST, LLC	1,827.36		
00536831	AUTOMOTIVE RENTALS INC	15.00		
00536832	DAVID R STARK	50.00		
00536833	FRANK E KASPER	4,990.70		
00536834	GARY OSBURN	50.00		
00536835	KEITH MASON	20.00		
00536836	KEVIN WICK	123.89		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00536837	MARY KLAUS	36.00		
00536838	NICOLE CHAFFINS	161.00		
00536839	RUTH FELCHLIN	36.00		
00536840	SAMANTHA LONG	50.39		
00536841	STACIE MIKEAL	15.00		
00536842	TERI JORDAN	150.00		
00536843	THERESA MICHAUD	20.00		
00536844	EDWARD F MILLER	184.17		
00536845	NORDS ELECTRIC SUPPLY INC	18,017.03		
00536846	RED VALVE	910.00		
00536847	US HEALTHWORKS MEDICAL GROUP	240.00		
00536848	CHILD SUPPORT SERVICES	331.50		
00536849	CALIFORNIA STATE DISBURSEMENT	1,040.00		
00536850	DANIEL H BRUNNER, TRUSTEE	1,809.87		
00536851	SUPPORT PAYMENT CLEARINGHOUSE	257.50		
00536852	FAMILY SUPPORT REGISTRY	507.67		
00536853	HUMAN RESOURCES	968.00		
00536854	ICMA RETIREMENT TRUST 457	372,741.56		
00536855	ICMA RETIREMENT TRUST 457 LO	58,958.93		
00536856	IDAHO STATE TAX COMMISSION	37.50		
00536857	ING LIFE INSURANCE & ANNUITY	91,188.79		
00536858	INTERNAL REVENUE SERVICE	37.50		
00536859	NEW JERSEY SUPPORT PAYMENT	197.15		
00536860	OFFICE OF THE ATTORNEY GENERAL	293.31		
00536861	PEOPLE QUALIFIED COMMITTEE	15.35		
00536862	PRE-PAID LEGAL SERVICES INC	483.32		
00536863	UNITED STATES TREASURY	12.50		
00536864	US BANK OR CITY TREASURER	1,399,918.80		
00536865	US DEPT OF EDUCATION	92.52		
00536866	WA GET PROGRAM	1,140.50		
00536867	WA STATE SUPPORT REGISTRY OR	16,555.43		
00536868	JUNE WALLACE	1,002.56		
00536869	WASHINGTON LEOFF	669,958.00		
00536870	WESTERN STATES POLICE MEDICAL	1,504.50		
00536871	WSCCCE, AFSCME, AFL-CIO	295.57		
00536874	ADVANCED HEARING AID CTR INC	177.36		
00536875	ROBERT BAILOR	198.00		
00536876	BLC-PARK PLACE LLC	20,791.39		
00536877	CREATIVE NETWORKS LLC	114.00		
00536878	CRISTA SENIOR COMMUNITY	4,633.00		
00536879	FAIRWINDS SPOKANE LLC	18,255.00		
00536880	GN HEARING CARE CORPORATION	128.33		
00536881	VAUGHN S YOUNG	788.80		
00536882	LIFELINE SYSTEMS CO	43.00		
00536883	RICHARD J POOLE	170.00		
00536884	RELIANT RX LLC	125.75		
00536885	RESCARE WASHINGTON INC	3,477.50		
00536886	RIVERVIEW CARE CENTER	19,512.68		
00536887	ROSAUER'S PHARMACY	648.91		
00536888	SPECIALTY HOMECARE LIFELINE	52.18		
00536889	SPOKANE EAR NOSE & THROAT	45.00		
00536890	SULLIVAN VENTURES, LLC	8,650.00		
00536891	JAMES J WALSH	2,250.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00536892	WASHINGTON EE GROUP LLC	7,750.00		

00536893	RUSSELL WHITMORE	134.90		
80037050	ACTION MATERIALS			1,244.18
80037051	ACTION MEDICAL INC	219.34		
80037052	AIR EXCHANGE INC	413.32		
80037053	ALLIED SAFE & VAULT CO INC D	78.00		
80037054	ALPHA WIRELESS AUTOMATION	494.00		
80037055	ALSCO DIVISION OF ALSCO INC	34.82		12.97
80037056	ANDERSON ENVIRONMENTAL			4,449.47
80037057	ATS INLAND NW LLC	912.43		
80037058	AVISTA UTILITIES	1,863.09		
80037059	A-L COMPRESSED GASES			117.40
80037060	BAKER & TAYLOR BOOKS		7,079.36	
80037061	BRIDGESTONE AMERICAS INC	2,457.64		
80037062	CENGAGE LEARNING INC		242.60	
80037063	CITY SERVICE VALCON LLC			4,181.01
80037064	COMPUNET INC	33,372.01		
80037065	CONNELL OIL INC	4,218.17		
80037066	CUMMINS NORTHWEST LLC	1,721.75		
80037067	PAMELA DECOUNTER	35.00		
80037068	DELL MARKETING LP	18,551.53		
80037069	DEVRIES INFORMATION MANAGEME	88.21		
80037070	HARWIN LLC	103.27		
80037071	EMBARCADERO TECHNOLOGIES INC	14,323.40		
80037072	FEDERAL EXPRESS CORP/DBA FED	266.27		
80037073	FERGUSON ENTERPRISES INC	2,334.85		
80037074	FIREFIGHTER'S BOOKSTORE	1,458.45		
80037075	FLEET PAINTING INC	1,467.45		
80037076	JUDITH GILMORE	35.00		
80037077	GRAINGER INC	99.92		
80037078	GRAPHIC ART PRODUCTIONS DBA	258.42		
80037079	GRIFFIN PUBLISHING INC	832.32		
80037080	HASKINS STEEL CO INC	1,873.98		
80037081	HELENA CHEMICAL CO			17,874.83
80037082	HILL INTERNATIONAL INC			39,611.25
80037083	CRAMBLIT INC	6,005.76		
80037084	INGRAM LIBRARY SERVICES LLC		495.78	
80037085	KENWORTH SALES COMPANY	9,705.38		
80037086	MIDWEST TAPE		1,094.02	
80037087	MODERN MACHINERY CO INC	504.98		
80037088	MORAN FENCE INC	2,643.84		
80037089	GEORGE H MORRISON			8,640.00
80037090	NATIONAL LEAGUE OF CITIES	12,468.00		
80037091	NORCO INC	107.46		
80037092	NW EMERGENCY VEHICLE GRAPHIC	113.16		
80037093	OVERDRIVE INC		2,080.40	
80037094	PLANET TURF			1,682.09
80037095	RECORDED BOOKS INC		773.96	
80037096	S & J ENGINES INC	3,113.86		
80037097	SANITAS TECHNOLOGIES/DIV OF	295.00		
80037098	SHAMROCK MANUFACTURING INC	5,514.05		
80037099	SIMPLIST PARTNERS			8,438.27
80037100	SOFTWAREONE INC	826.76		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80037101	SOLID WASTE SYSTEMS INC	10,774.63		
80037102	SPOKANE COUNTY TREASURER	47,798.80		
80037103	SPOKANE CRANE & MACHINERY	783.36		
80037104	SPOKANE PRO CARE INC	92.40		
80037105	SPOKANE REGIONAL SPORTS	3,333.33		

80037106	STANDARD DIGITAL PRINT CO IN	81.35	
80037107	STANTEC ARCHITECTURE INC		11,277.50
80037108	STRATA GEOTECHNICAL ENGINEER		7,087.95
80037109	TIM'S COMFORT PLUS	552.14	
80037110	TOBY'S BODY & FENDER INC	18,652.27	
80037111	UNIFIRE POWER BLOWERS INC	412.19	
80037112	US BANK	194,734.31	
80037113	LEONARD J VANDERBOSCH MD	350.00	
80037114	VERIZON WIRELESS BELLEVUE	600.45	
80037115	VERMONT CULINARY ISLANDS LLC		14,878.90
80037116	VICTOR J GIAMPIETRI II	550.00	
80037117	WALKER CONSTRUCTION INC		389,669.88
80037118	WASHINGTON RECREATION AND PA		1,050.00
80037119	WATSON PAINT AND BODY WORKS	1,791.73	
80037120	WESTERN EQUIPMENT DISTRIBUTO		5,627.19
80037121	WESTERN PETERBILT LLC	5,298.28	
80037122	WILBUR ELLIS COMPANY		405.69
80037123	WILDROSE LTD dba		1,875.56
80037124	XO COMMUNICATIONS INC	33.81	
80037125	MICHAEL J CARR	1,185.00	
80037126	ACTION APPAREL	1,010.74	
80037127	INLAND NW AGC APPRENTICESHIP	5,621.25	
80037128	APPLIED INDUSTRIAL	11,353.86	
80037129	ARAMARK UNIFORM SERVICES	36.95	
80037130	AVISTA UTILITIES	18,599.04	
80037131	CATHOLIC CHARITIES	151,192.34	
80037132	CATHOLIC HOUSING SERVICES	2,353.35	
80037133	CENTURY WEST ENGINEERING COR	953.09	
80037134	COPIERS NORTHWEST INC	63.92	
80037135	DICK IRVIN INC.	6,456.32	
80037136	ENVIRONMENTAL RESOURCE	262.56	
80037137	FASTENAL CO	887.00	
80037138	FELTON FIRE SERVICE LLC	3,518.22	
80037139	GORDON TRUCK CENTERS INC DBA	132,670.71	
80037140	HISTORICAL RESEARCH ASSOCIAT	1,183.09	
80037141	INLAND POWER & LIGHT CO	429.73	
80037142	LEHIGH FLUID POWER INC	1,994.40	
80037143	LUTHERAN COMMUNITY SERVICES	8,663.71	
80037144	PARTNERS WITH FAMILIES &	4,384.53	
80037145	NANCY L RESSA	1,699.00	
80037146	SPOKANE NEIGHBORHOOD ACTION	61,310.72	
80037147	SPOKANE COUNTY AUDITOR	860.00	
80037148	SPOKANE HOUSING AUTHORITY	8,538.53	
80037149	STANDARD DIGITAL PRINT CO IN	58.31	
80037150	LARRY TANGEN	773.50	
80037151	TRINDERA ENGINEERING	387.50	
80037152	VOLUNTEERS OF AMERICA OF	14,317.27	
80037153	MICHELLE DORGAN	101.32	

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80037154	ALSCO DIVISION OF ALSCO INC			43.50
80037155	AUTO-RAIN SUPPLY INC			157.83
80037156	ALLIED ENVELOPE	152.99		
80037157	APSCO LLC	11,471.68		
80037158	AVISTA UTILITIES	4,419.66		
80037159	BATTERY SYSTEMS INC	441.68		
80037160	C & C YARD CARE	244.57		
80037161	CASCADE MACHINERY & ELECTRIC	8,397.18		
80037162	CITY SERVICE VALCON LLC	4,349.26		

80037163	STEVE CONNER		2,153.52
80037164	CONTRACT RESOURCE GROUP INC	5,070.51	
80037165	COPIERS NORTHWEST INC	4,444.81	
80037166	CREEK AT QUALCHAN GOLF COURS		6,819.51
80037167	DELL MARKETING LP	106.61	
80037168	DOWNTOWN SPOKANE PARTNERSHIP	88,575.00	
80037169	ECOCHEM ANALYTICS INC	4,712.15	
80037170	FASTENAL CO	410.80	
80037171	GALLS LLC	136.73	
80037172	GRAYMONT CAPITAL INC.	40,039.49	
80037173	HACH COMPANY	2,706.69	
80037174	HALME CONSTRUCTION INC	61,405.49	
80037175	INLAND ENVIRONMENTAL RESOURC	19,628.07	
80037176	KEMIRA WATER SOLUTIONS INC	39,731.90	
80037177	KNIGHT CONSTRUCTION &	2,970.75	
80037178	LANGUAGE LINE SERVICES	73.88	
80037179	LINN MACHINE & MFG	30,181.85	
80037180	MAINTENANCE CONNECTION INC	1,763.37	
80037181	MUNICIPAL EMERGENCY SERVICES	404.74	
80037182	NEW HORIZONS COMPUTER LEARNI	2,546.00	
80037183	NORCO INC	770.84	
80037184	CARRIE L PAETSCH	5,504.02	
80037185	LAKEYLAND INC DBA	163.54	
80037186	OLIN CORPORATION	14,699.39	
80037187	POLYDYNE INC	18,364.50	
80037188	PREMERA BLUE CROSS OR	248,598.65	
80037189	SAGEVIEW CONSULTING GROUP, L	21,899.00	
80037190	SOFTWAREONE INC	2,049.63	
80037191	SPOKANE COUNTY INFO SYSTEMS	13,907.72	
80037192	SPOKANE INT'L AIRPORT	498.31	
80037193	SVL ANALYTICAL INC	67.50	
80037194	T & T GOLF MANAGEMENT INC		5,113.93
80037195	TESTAMERICA LABORATORIES INC	166.50	
80037196	TRANSITIONS DBA TRANSITIONAL	105,098.73	
80037197	TWO RIVERS TERMINAL LLC	4,231.88	
80037198	US BANK TRUST NA	70,000.00	
80037199	US BANK OR CITY TREASURER	79,904.63	
80037200	VERIZON WIRELESS BELLEVUE	24.40	
80037201	VOLUNTEERS OF AMERICA OF	22,664.86	
80037202	VICTOR JOHN GIAMPIETRI	195.66	
80037203	MARK WALKER	184.17	
80037204	WASHINGTON DENTAL SERVICE OR	60,066.09	
80037205	WCP SOLUTIONS	711.59	
80037206	WIN 911 SOFTWARE	495.00	

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80037207	DONALD D WALLER	271.75		
80037208	A W REHN & ASSOCIATES INC OR	23,010.00		
80037209	AFLAC/AMERICAN FAMILY LIFE	26,773.94		
80037210	BAKER & TAYLOR BOOKS		574.92	
80037211	SPOKANE FIRE FIGHTERS BENEFI	50,478.16		
80037212	SPOKANE FIRE FIGHTERS BENEFI	2,537.90		
80037213	DIGNITARY PROTECTION TEAM FU	120.00		
80037214	EDU MEMBERSHIP FUND	27.50		
80037215	KAISER FOUNDATION HEALTH PLA	223,856.43		
80037216	POLICE GUILD LEGAL DEFENSE	588.00		
80037217	HRA VEBA TRUST	500.00		
80037218	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80037219	M & P ASSOCIATION	2,383.56		

80037220	PREMERA BLUE CROSS	74,576.00		
80037221	SPOKANE POLICE BENEFIT ASSOC	945.00		
80037222	SPOKANE POLICE CHAPLAIN	3,008.30		
80037223	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80037224	SPOKANE POLICE GUILD LONG	24,931.20		
80037225	SPOKANE FIRE FIGHTERS BENEFI	17,600.00		
80037226	SPOKANE POLICE GUILD FRATERN	412.85		
80037227	STANDARD INSURANCE COMPANY	17,921.70		
80037228	SPOKANE POLICE SWAT TEAM	210.00		
80037229	SPOKANE POLICE TACTICAL TEAM	256.00		
80037230	UNITED WAY	1,654.67		
80037231	US BANK TRUST NA			
80037232	US BANK	80,854.86		
80037233	WA ST COUNCIL OF CITY & COUN	27,064.41		
80037234	WASHINGTON DENTAL SERVICE OR	2,502.10		
80037235	MANITO CAPITAL LLC	2,767.50		
80037236	ROBERT SCHABER	400.00		
80037237	SUNSHINE HEALTH FACILITIES I	9,300.00		
80037238	WESTERN HEARING AID CENTER I	117.08		
		-----	-----	-----
		5,258,814.45	18,828.59	606,014.77
				=====
	CITYWIDE TOTAL:			6,493,748.19

## MINUTES OF SPOKANE CITY COUNCIL

Monday, April 24, 2017

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

#### Roll Call

On roll call, Council President Stuckart and Council Members Fagan, Kinnear, Mumm, Stratton, and Waldref were present. Council Member Beggs was absent.

City Administrator Theresa Sanders, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

#### Advance Agenda Review

The City Council received an overview from staff on the May 1, 2017, Advance Agenda items.

#### Final Reading Ordinance C35487

**Motion** by Council Member Fagan, seconded by Council Member Waldref, **to defer** Final Reading Ordinance C35487 (relating to the creation of four new departments within the Innovation and Technology Services Division) to May 15, 2017, Agenda; **carried unanimously (Council Member Beggs absent).**

[Clerical Note: Due to a clerical oversight, Ordinance C35487 appeared under "First Reading Ordinances" (instead of correctly under "Final Reading Ordinances") on the May 1, 2017, Advance Agenda.]

#### Action to Approve May 1, 2017, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the May 1, 2017, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Stratton, **to approve** the Advance Agenda for Monday, May 1, 2017, (as amended); **carried unanimously (Council Member Beggs absent).**

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council considered the April 24, 2017, Current Agenda.



## CONSENT AGENDA

**Upon motion by Council Member Waldref, seconded by Council Member Fagan, the City Council (Council Member Beggs absent) approved Staff Recommendations for the following:**

Renew Value Blanket Orders with:

- a. Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for various Departments—\$200,000 (incl. tax). (OPR 2016-0446; BID 3927-13)
- b. Oxarc, Inc. (Spokane, WA) for an annual supply of Liquid Chlorine in 150# and one ton cylinders—\$65,000 estimated annual expenditure (incl. tax). (OPR 2016-0558; BID 4260-16)
- c. Shamrock Paving and Inland Asphalt, as a group, for asphaltic mixes for use by Street Maintenance, Sewer, and Water & Hydroelectric Services Departments—\$1,750,000 (incl. tax). (OPR 2014-0264; BID 4006-14)
- d. Traffic Safety Supply (Portland, OR) for aluminum sign blanks—not to exceed \$80,000 (incl. tax). (OPR 2016-0255; BID 4230-16)

Approval of one-year Value Blanket Orders with:

- a. Alpine Products (Auburn, WA) for Traffic Paint utilizing WA State Contract #07609 and Pierce County Contract SC-104806 via interlocal agreement (OPR 1995-0065)—not to exceed \$95,000 (incl. tax). (2017-0276)
- b. Flint Trading Inc. (Thomasville, NC) for Preformed Thermoplastic Products—not to exceed \$85,000 (incl. tax). (OPR 2017-0277; BID 4348-17)
- c. Specialty Asphalt (Spokane, WA) for SA Premier Hot Pour Rubberized Sealant accessing WA State Contract #01211—Not to exceed \$115,000 (incl. tax). (OPR 2017-0278)

Contract with Infor Public Sector Inc. (Alpharetta, GA) to license, use and provide annual CAD Maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2017 through April 30, 2018—\$58,431.81. (OPR 2014-0212)

Interlocal Agreement with Washington State Department of Natural Resources to provide mutual assistance and cooperation in the control and suppression of forest land fire within the protection are of the Department of Natural Resources and the Fire Department. (OPR 2017-0279)

Contract with Michael Terrell Landscape Architecture, PLLC dba MTLA (Liberty Lake, WA) for furnishing Cochran Downriver Master Planning (reference Department of Ecology Loan L1400015)—\$59,549 plus 15% administrative reserve. (OPR 2017-0280; ENG 2012500)

Interlocal Agreement with Spokane County in conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation—Total funding from Spokane County is \$110,985. (OPR 2017-0281)

Accept the Continuum of Care Program Award from Housing and Urban Development and approval for Community Housing & Human Services to enter into contract for the awarded projects—\$3,776,210 Revenue. (OPR 2017-0282)

Low Bid of Clearwater Construction Management (Spokane, WA) for I03 Control Facility (TJ Meenach CSO) and Cochran Stormwater at Grace—\$7,994,831.04 (plus tax). An administrative reserve of \$799,483.10 which is 10% of the contract price (plus tax) will be set aside. (PRO 2017-0013; ENG 2013214; ENG 2012500)

Five-year Contract with US Bank for banking services, from January 1, 2017 through December 31, 2021—estimated \$1,000,000/year. (The contract may be renewed by mutual agreement for one 5-year extension.) (This replaces the previously presented contract extension that was approved by City Council on December 12, 2016.) (OPR 2017-0284; BID 4249-16)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 14, 2017, total \$6,655,925.74 (Check Nos. 536248-536459; ACH Payment Nos. 36550-36816), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,963,451.39. (CPR 2017-0002)

City Council Meeting Minutes: April 10, 2017 and April 13, 2017. (CPR 2017-0013)

### **Council Recess/Executive Session**

The City Council adjourned at 3:42 p.m. No Executive Session was held. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

### **Roll Call**

Council President Stuckart and Council Members Fagan, Kinnear, Mumm, Stratton, and Waldref were present. Council Member Beggs was absent.

City Council's Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present.

## **PROCLAMATION**

### *Utility Friendly Tree of the Year*

Council Member Kinnear read the proclamation. No individual was present to accept the proclamation. The proclamation proclaims the *Syringa reticulata*, aka Japanese Lilac Tree, as Spokane's Utility Friendly Tree of the Year for 2017; calls upon citizens to select and plant proper utility friendly trees; and requests citizens to join the Mayor in recognition of this special observance.

## **ADMINISTRATIVE REPORTS**

### **Spokane Ponderosa**

Toni Sharkey, teacher at Rogers High School, reported on a group called Spokane Ponderosa Network on the South Hill, which formed approximately six months ago, and their focus is conversation and restoration of the City of Spokane's official tree, the *Pinus Ponderosa*, which is the Ponderosa pine. She also stated the group promotes the City tree through education and community involvement. She provided some certificates of appreciation for those who make exceptional efforts to conserve and restore the Ponderosa pine. The first award was presented to Nathan from Summit Church which has kept their land a grove and allows citizens to have green space and nature paths in between an office building and a church. The second award was presented to Ferris High School for preserving and incorporating existing trees into their construction plans and also restored and added native trees to beautify natural landscape. Guy Gifford, Chair of the Urban Forestry Citizen Advisory Board, reported on the Ponderosa Pine Contest that will be held to increase the awareness in a friendly fun way about the Ponderosa Pine. Council Members were presented with a Ponderosa Pine seedling. Ms. Sharkey, Mr. Gifford, and Carrie Anderson responded to Council inquiries and commentary.

## **COUNCIL COMMITTEE REPORTS**

### **Public Works Committee Meeting**

Council Member Waldref reported on the Public Works Committee meeting held earlier today (April 24, 2017). Minutes of the Public Works Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Works Committee.

## **BOARDS AND COMMISSIONS APPOINTMENTS**

### **Spokane Airport Board (CPR 1982-0071)**

**Upon Unanimous Roll Call Vote (Council Member Beggs absent),** the City Council **approved** (and thereby confirmed) the reappointment of Nancy Voorhees to a three-year term to the Spokane Airport Board, from April 27, 2017 to April 27, 2020.

## **PUBLIC FORUM**

**Mr. Rick Bocook** commented about the benefits of sticking up for the people on the streets. He noted last week his amplifier was stolen out of his friend's car, and he filled out a police report. He stated he had the amplifier returned because of the networking on the streets. Mr. Bocook also commented on the sit and lie law and the transit shelter law and inquired what it will take to get rid of these two laws.

**Alan McDowell** provided commentary regarding his creation of psychiatric instructional disclaimers, which he stated are instructions for anyone being detained anywhere in Spokane.

**George McGrath** remarked on potholes and streets.

**Louanne Hunter** stated she is representing a group of Spokane citizens that is keeping an eye on the Spokane cat killer and expressed concerns regarding the case.

**E. Westhusina** remarked on the services of Community Court.

**Michael McGuire** thanked the City Council for its efforts in helping the poor and hungry in Spokane. He also expressed concerns regarding marijuana shops and one located near Our Lady of Lourdes Cathedral.

**Tara Williamson** reported on the Earth Day festival and expressed concerns regarding the effort to put on the Earth Day Festival and asked permission to not have to comply with the requirement to clean up chalk art.

**Jay Larson** commented on Merengue players in the park. He also commented on his experiences as a long-haul trucker.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

#### **Special Budget Ordinance C35491**

Subsequent to public testimony, the following action was taken:

**Upon Unanimous Roll Call Vote (Council Member Beggs absent),** the City Council **passed Special Budget Ordinance C35491** amending Ordinance No. C35457 passed by the City Council November 28, 2016,

and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund - Revenue

FROM: Community Court Grant - Dept. of Justice, \$192,589 (Revenue); MacArthur Grant – Spokane County, \$89,537; and Anti-Gang Grant - Dept. of Justice, \$289,333;

Miscellaneous Grants Fund - Expense

TO: Community Court Grant (various accounts), \$192,589; MacArthur Grant – Spokane County (various accounts), \$89,537; and Anti-Gang Grant – Dept. of Justice (various accounts) \$289,333.

(This action allows budgeting for various Grants in the Miscellaneous Grants Fund.)

**Special Budget Ordinance C35492**

Subsequent to public testimony, the following action was taken:

**Upon Unanimous Roll Call Vote (Council Member Beggs absent),** the City Council **passed Special Budget Ordinance C35492** amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Parks & Recreation Fund

FROM: Administration, Parks Planning-Reserve, \$92,807;

TO: Administration, Parks Planning, various accounts, same amount.

[This action allows the creation of an additional Park Planning and Development Manager position (from 0 to 1).]

There were no **Emergency Ordinances**.

**RESOLUTIONS**

### **Resolution 2017-0028**

Upon consideration of Resolution 2017-0028, the following action was taken:

**Upon Unanimous Roll Call Vote (Council Member Beggs absent)**, the City Council **adopted Resolution 2017-0028** setting a hearing before the City Council for May 15, 2017, for the vacation of 895 square feet of the right-of-way near the Northwest corner of the intersection of North Altamont Street and East Main Avenue as requested by Playfair Commerce Park. (East Central Neighborhood)

### **Resolution 2017-0029**

The City Council considered Resolution 2017-0029. Subsequent to Council commentary and input by Parks Director Leroy Eadie, the following action was taken:

**Motion** by Council Member Waldref, seconded by Council Member Stratton, **to add** “through 2020 or the completion of the renovation;” **carried unanimously (Council Member Beggs absent).**

Subsequent to public testimony from one individual and additional Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote (Council Member Beggs absent)**, the City Council **adopted Resolution 2017-0029, as amended**, authorizing contract with a private licensed organization to purchase pictures or take pictures of city-owned real estate in Riverfront Park by use of a drone to be used for community education and outreach, documentation, and planning purposes.

### **Resolution 2017-0030**

Subsequent to an overview of Resolution 2017-0030 by Council Member Waldref, public testimony, and Council commentary, the following action was taken:

**Upon 5-1 Roll Call Vote (Council Member Fagan voting “no” and Council Member Beggs absent)**, the City Council **adopted Resolution 2017-0030** supporting the Central City Line application for Federal Transit Administration Small Starts Funding.

**For Council action on Resolution 2017-0031, see section of minutes under “Special Considerations.”**

There were no **Final Reading Ordinances**.

### **FIRST READING ORDINANCE**

**The following ordinance was read for the First Time with further action deferred:**

**ORD C35493** Relating to the Northeast Public Development Authority; amending Ordinance No. C34813.

### **SPECIAL CONSIDERATIONS**

**Resolution 2017-0031 (Authorizing Loan to Ridpath Club Apartments, LLC) and Related Multiple Family Housing Tax Exemption Conditional Contract (OPR 2017-0283)**

Neighborhood and Business Services Division Director Jonathan Mallahan and Neighborhood and Business Services staff provided an overview of the matters and responded to Council inquiries. Subsequent to public testimony and Council commentary, the following action was taken:

**Upon 5-1 Roll Call Vote (Council Member Fagan voting “no” and Council Member Beggs absent), the City Council (1) adopted Resolution 2017-0031** for the purpose of authorizing a loan to Ridpath Club Apartments, LLC for the acquisition and use of the Ridpath Building as affordable housing; amending Resolution No. 2016-0019; and other matters properly relating thereto and **(2) approved the Multiple Family Housing Tax Exemption Conditional Contract** for 214 units across two buildings at 502 & 514 West First (aka 515 West Sprague), including 206 apartments and 8 condominium units (Riverside Neighborhood).

There were no **Hearings**.

No individuals requested to speak during the **Second Open Forum**.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:46 p.m.

Minutes prepared and submitted for publication in the May 3, 2017, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2017.

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Ben Stuckart  
City Council President



**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, April 27, 2017**

A Special Meeting of the Spokane City Council was held on the above date at 3:33 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton and Waldref were present.

The following topics were discussed:

- CHHS RFP Process

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:02 p.m.

Minutes prepared and submitted for publication in the May 10, 2017, issue of the Official Gazette:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2017.

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Ben Stuckart  
City Council President

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

05/08/2017

**Date Rec'd**

5/1/2017

**Clerk's File #**

OPR 2017-0324

**Renews #****Submitting Dept**

ACCOUNTING

**Cross Ref #****Contact Name/Phone**

THEA PRINCE 625-6403

**Project #****Contact E-Mail**

TPRINCE@SPOKANECITY.ORG

**Bid #**INTERLOCAL  
AGREEMENT**Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY  
WORK CREW**Agenda Wording**

Approve five (5) year Interlocal Agreement with Spokane County for Detention Services/Geiger Corrections Center for Work Crew Services.

**Summary (Background)**

Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Corrections Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230 The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.

**Fiscal Impact****Budget Account**

Neutral \$ 0

# 0

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

**Study Session****Division Director**

MARCHAND, CRYSTAL

**Other**

FINANCE 5/8/17

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

DALTON, PAT

tprince

**For the Mayor**

SANDERS, THERESA

jfaught

**Additional Approvals****Purchasing**

PRINCE, THEA

BRIEFING PAPER  
Finance Committee  
Purchasing Department  
May 8, 2017

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Subject:

Interlocal Agreement with Spokane County for Detention Services/Geiger Corrections Center for Work Crew Services.

Background:

Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Corrections Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230 The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.

Impact:

The Geiger Correction Work Crew provides a needed service by regularly cleaning up public areas with quick response to the City's needs and requests.

Action:

For council consideration. Approve this Interlocal Agreement for a period of five (5) years.

Funding:

Funding will be from each individual department through a contract.

BRIEFING PAPER  
Finance Committee  
Purchasing Department  
May 8, 2017

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ATTACHMENT "A"  
SCOPE OF WORK

A. The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide offender work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:

1. Code Enforcement
2. Parks & Rec
3. Parks & Rec Golf
4. Parks & Rec Riverfront Park
5. Solid Waste Collection
6. Solid Waste Disposal
7. Neighborhood Services
8. Engineering

B. The services provided to the City of Spokane by the offender work crew shall consist of, but not be limited to, the following:

1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
3. Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
4. Graffiti abatement: paint over or remove the graffiti
5. Moving/hauling tasks
6. Event preparation: set up/tear down as necessary
7. Basic non-skilled labor
8. Snow removal

C. General guidelines for the use of offender labor:

The use of offender work crews is dependent on the availability of appropriate offender labor. Offender work crew members are subject to change due to factors outside of Spokane County's control.

BRIEFING PAPER  
Finance Committee  
Purchasing Department  
May 8, 2017

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Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact offender work crew schedules and availability.

D. Offender work crews cannot perform the following tasks:

1. Activities that involve the use of pesticides or chemical agents - household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;
2. Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
3. Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;
4. Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
5. Activities around electrical panels, electrical wiring or energized lines – overhead or underground;
6. Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
7. Operating equipment that requires certification or licensing;
8. Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
9. Any task not listed that may pose significant safety or security risks.

BRIEFING PAPER  
Finance Committee  
Purchasing Department  
May 8, 2017

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ATTACHMENT "B"  
SCHEDULE OF SERVICE FEES

This schedule sets forth the services fees for the activities as set forth in Attachment "A" Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Offender work crews and supervisor services will be billed at the rates below (maximum daily rate is Three Hundred Eighty-Five Dollars (\$385.00) and there is a daily minimum of 2-hour) per offender work crew:

5-8 hours	\$385.00
4 hours	\$217.50
3 hours	\$169.50
2 hours	\$121.25

- In addition to the hourly offender work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE  
AND  
SPOKANE COUNTY FOR DETENTION SERVICES/GEIGER CORRECTIONS  
CENTER WORK CREW SERVICES**

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (sometimes hereinafter referred to as the "Board") has the care of county property and management of county funds and business; and

**WHEREAS**, the City of Spokane has a need for manual labor to assist with duties as assigned by the designated authority in the following City of Spokane Departments: (1) Code Enforcement; (2) Parks & Rec; (3) Parks & Rec Golf; (4) Parks & Rec Riverfront Park; (5) Solid Waste Collection; (6) Solid Waste Disposal; (7) Neighborhood Services, and (8) Engineering; and

**WHEREAS**, based on the City of Spokane's need, the PARTIES desire to enter into an Interlocal Agreement wherein they reduce to writing the COUNTY's responsibilities through Spokane County Detention Services/Geiger Corrections Center work crew, as well as the CITY's responsibility to reimburse the COUNTY for providing such services; and

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES hereto agree as follows:

**SECTION NO. 1: PURPOSE/SERVICES**

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the COUNTY, through its Detention Services/Geiger Corrections Center work crew will provide services as set forth in the Scope of Work attached hereto as Attachment "A" and incorporated by reference.

**SECTION NO. 2: TERM**

This AGREEMENT shall commence on January 1, 2017 and terminate on December 31, 2021.



### **SECTION NO. 3: COMPENSATION**

The CITY shall reimburse the COUNTY in accordance with the rates provided in Attachment "B" Schedule of Service Fees, attached hereto and incorporated herein by reference for all services furnished and completed under this AGREEMENT. These Service Fees shall remain in effect for the entire term of this AGREEMENT.

Payment shall be considered timely if made by the CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The employees, agents, servants or otherwise of each Party who are engaged in the performance of this AGREEMENT will continue to be employees, agents, servants or otherwise of that Party and will not for any purpose be employees, agents, servants or otherwise of the other Party.

### **SECTION NO. 5: VENUE STIPULATION**

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

### **SECTION NO. 6: COMPLIANCE WITH LAWS**

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT.

### **SECTION NO. 7: NONDISCRIMINATION**

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the COUNTY will receive payment under the provisions of this AGREEMENT.

### **SECTION NO. 8: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, the COUNTY may terminate this AGREEMENT by providing written notice of such termination to the CITY'S Key Personnel



identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the CITY, in its sole discretion and in the best interests of the CITY, may terminate this AGREEMENT in whole or in part by providing ten (10) calendar days' written notice, beginning on the second day after mailing to the COUNTY. Upon notice of termination for convenience, the CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds. In the event of termination, the COUNTY shall be liable for all damages as authorized by law. The rights and remedies of the CITY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **SECTION NO. 9: TERMINATION OR SUSPENSION FOR CAUSE**

In the event the CITY, in its sole discretion, determines the COUNTY has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the COUNTY unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the CITY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The CITY may notify the COUNTY in writing of the need to take corrective action and provide a period of time in which to cure any defect identified. The CITY is not required to allow the COUNTY an opportunity to cure if it is not feasible as determined solely within the CITY's discretion. Any time allowed for cure shall not diminish or eliminate the COUNTY's liability for damages or otherwise affect any other remedies available to the CITY. If the CITY allows the COUNTY an opportunity to cure, the CITY shall notify the COUNTY in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the CITY, or if such corrective action is deemed by the CITY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the COUNTY, if allowed, or pending a decision by the CITY to terminate the AGREEMENT in whole or in part.

In the event of termination, the COUNTY shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the CITY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the COUNTY: (1) was not in default or material breach, or (2) failure to perform was outside of the COUNTY's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".



## **SECTION NO. 10: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the CITY terminates this AGREEMENT, the COUNTY shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the CITY may require the COUNTY to deliver to the CITY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the CITY shall pay to the COUNTY an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the CITY prior to the effective date of the AGREEMENT termination, and the amount agreed upon by the COUNTY and CITY for (i) completed work, supplies and services provided for which no separate price is stated, (ii) partially completed work, supplies and services provided which are accepted by the CITY, (iii) other work, supplies and services which are accepted by the CITY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, the CITY shall determine the extent of the liability of the COUNTY. The CITY shall have no other obligation to the COUNTY for termination. The CITY may withhold from any amounts due the COUNTY such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the CITY in writing, the COUNTY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, and/or supplies, in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the COUNTY under the orders and sub-contracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY;
- F. Complete performance of such part of the work as shall not have been terminated by the CITY in compliance with all contractual requirements; and

- G. Take such action as may be necessary, or as the CITY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the COUNTY and in which the CITY has or may acquire an interest.

In the event the COUNTY fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the AGREEMENT, the CITY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following AGREEMENT termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand. In the event the CITY is required to institute legal proceedings to enforce the recapture provision, the CITY shall be entitled to its costs and expenses thereof, including attorney fees from the COUNTY.

#### **SECTION NO. 11: INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.



## **SECTION NO. 12: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this AGREEMENT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The PARTIES agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.

## **SECTION NO. 13: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by the COUNTY. Upon request, the CITY shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

The CITY shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **SECTION NO. 14: NOTICES**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove for such PARTY, or at such other address as either PARTY shall from time-to-time designate by notice in writing to the other PARTY.



## **SECTION NO. 15: LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

## **SECTION NO. 16: HEADINGS**

The section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

## **SECTION NO. 17: ANTI-KICKBACK**

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

## **SECTION NO. 18: AMENDMENTS**

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

## **SECTION NO. 19: WAIVER**

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this AGREEMENT unless stated to be such in writing and signed by personnel authorized to bind each of the PARTIES.

## **SECTION NO. 20: INSURANCE**

The COUNTY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: the COUNTY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.



ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the CITY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "City of Spokane, Its' Officers, Agents And Employees, Are Named As An Additional Insured With Respect To The Interlocal Agreement Between the City of Spokane and Spokane County For Detention Services/Geiger Corrections Center Work Crew Services".

WORKERS COMPENSATION: If the COUNTY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the COUNTY's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: The COUNTY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to the COUNTY's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the CITY. The COUNTY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance and additional insured endorsement, signed by the insurance agent for the COUNTY and a copy of any required endorsement(s) and returned to the CITY. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the COUNTY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the CITY shall be excess and not contributory insurance to that provided by the COUNTY.

The COUNTY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved. Said proof of insurance should be mailed to the address designated by the CITY. Upon request, the COUNTY shall forward the original policy, or endorsement obtained.

Failure of the COUNTY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the CITY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the COUNTY from liability in excess of such amounts.



## **SECTION NO. 21: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The PARTIES have read and understand all of this AGREEMENT, and now states that no representation, promise or agreement not expressed in this AGREEMENT has been made to induce the PARTIES to execute the same.

## **SECTION NO. 22: SEVERABILITY**

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed to modify to conform to such statutory provision.

## **SECTION NO. 23: EXECUTION AND APPROVAL**

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this AGREEMENT.

## **SECTION NO. 24: COUNTERPARTS**

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

## **SECTION NO. 25: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

## **SECTION NO. 26: NO THIRD PARTY BENEFICIARIES**

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

## **SECTION NO. 27: FEDERAL DEBARMENT AND SUSPENSION VERIFICATION**

The COUNTY certifies, by signing this AGREEMENT, that neither it nor its' principals nor any subcontractor nor its' principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The COUNTY shall provide immediate written notice to the CITY if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## **SECTION NO. 28: EXCUSABLE DELAYS**

The COUNTY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonable beyond the COUNTY's control and without its fault of negligence. Such causes may include, but are not limited to: acts of God; the CITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes and severe weather conditions.

Upon the COUNTY's request, the CITY shall consider the facts and extent of any failure to perform the work and if the CITY's failure to perform was without it or its subcontractors fault or negligence, the AGREEMENT schedule and/or any other affected provision of this AGREEMENT shall be revised accordingly; subject to the CITY's rights to change, terminate or stop any or all of the work at any time.

## **SECTION NO 29: CONFLICT OF INTEREST**

No officer or employee of the CITY; no member, officer, or employee of the COUNTY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the COUNTY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

## **SECTION NO. 30: LIABILITY**

Each PARTY agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent required by law. It is further provided that no liability shall attach to the CITY by reason of entering into this AGREEMENT except as expressly provided herein.



### **SECTION NO. 31: SUCCESSORS AND ASSIGNS**

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party to this AGREEMENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CITY.

### **SECTION NO. 32: SURVIVAL**

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

### **SECTION NO. 33: ASSIGNMENT**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by either Party without prior written consent of the other Party.

### **SECTION NO. 34: ATTORNEYS' FEES**

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

### **SECTION NO. 35: ENFORCEMENT COSTS**

If any legal action or other proceeding is brought to enforce this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees as determined by a court in conjunction with such legal proceedings.

### **SECTION NO. 36: SEPARATE LEGAL ENTITY**

This AGREEMENT does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the PARTIES that the COUNTY's Detention Services/Geiger Corrections Center work crews provide services as set forth in Attachment "A" Scope of Work.

### **SECTION NO. 37: AGREEMENT TO BE FILED**

The CITY shall file this AGREEMENT with its City Clerk. The COUNTY shall file this AGREEMENT with its County Auditor or will place the AGREEMENT on its website.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

DATED: 4.11.17

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

Al French  
AL FRENCH, Chair

Josh Kerns  
JOSH KERNS, Vice Chair

Shelly O'Quinn  
SHELLY O'QUINN, Commissioner

17-0327

CITY OF SPOKANE

By David A. Condon  
Signature Date

DAVID CONDON  
Type or Print Name

MAYOR  
Title

Attest:

Ken  
City Clerk

Approved as to form:

Fal Dalton  
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – General Scope of Work  
Exhibit B – Schedule of Service Fees

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

A. The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide offender work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:

1. Code Enforcement
2. Parks & Rec
3. Parks & Rec Golf
4. Parks & Rec Riverfront Park
5. Solid Waste Collection
6. Solid Waste Disposal
7. Neighborhood Services
8. Engineering

B. The services provided to the City of Spokane by the offender work crew shall consist of, but not be limited to, the following:

1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
3. Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
4. Graffiti abatement: paint over or remove the graffiti
5. Moving/hauling tasks
6. Event preparation: set up/tear down as necessary
7. Basic non-skilled labor
8. Snow removal

C. General guidelines for the use of offender labor:

The use of offender work crews is dependent on the availability of appropriate offender labor. Offender work crew members are subject to change due to factors outside of Spokane County's control.

Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact offender work crew schedules and availability.

D. Offender work crews cannot perform the following tasks:

1. Activities that involve the use of pesticides or chemical agents – household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;

2. Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
3. Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;
4. Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
5. Activities around electrical panels, electrical wiring or energized lines – overhead or underground;
6. Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
7. Operating equipment that requires certification or licensing;
8. Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
9. Any task not listed that may pose significant safety or security risks.

**ATTACHMENT “B”  
SCHEDULE OF SERVICE FEES**

This schedule sets forth the services fees for the activities as set forth in Attachment “A” Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Offender work crews and supervisor services will be billed at the rates below (maximum daily rate is Three Hundred Eighty-Five Dollars (\$385.00) and there is a daily minimum of 2-hours) per offender work crew:

5-8 hours	\$385.00
4 hours	\$217.50
3 hours	\$169.50
2 hours	\$121.25

- In addition to the hourly offender work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.

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

05/15/2017

<u>Date Rec'd</u>	5/4/2017
<u>Clerk's File #</u>	OPR 2017-0326
<u>Renews #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MELISSA 625-6087 WITTSTRUCK	<u>Project #</u>	
<u>Contact E-Mail</u>	MWITTSTRUCK@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	GEIGER MULTI-SCOPE CONTRACT		

Agenda Wording

In the matter of executing a work crew services agreement between the City of Spokane and Spokane County Detention Services - Geiger

Summary (Background)

2017 Geiger multi-scope contract for general cleanup. Spokane County Detention Services Department operates the Geiger Corrections Center and will provide supervised dedicated inmate work crews to supply manual labor for various projects such as litter removal and others related to public health, safety, welfare, and community improvement under I-90 and viaducts. Other areas will also be assigned. The Geiger Crew contract is managed by the City of Spokane Code Enforcement Department.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 60,000	# 1450-22050-42650-54201-99999
Expense \$ 60,000	# 4490-30210-37141-55119-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	04/04/17
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	jmallahan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org	
<u>Additional Approvals</u>		mwittstruck@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		tszambelan@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

Historically, work performed by the Geiger Crew has been conducted under separate contracts for various types of work. For 2017, work will be housed under one contract (titled, 2017 Multi-Scope Contract), in order to simplify coordination, increase response time, and to create regular maintenance schedule of various areas and tasks. This contract is under the umbrella of the pending 2017 Interlocal Agreement with Spokane County for Geiger Crew Services to multiple City departments requiring manual labor (OPR to follow approval by Council).

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**


NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A WORK CREW )  
SERVICES AGREEMENT BETWEEN THE CITY OF )  
SPOKANE AND SPOKANE COUNTY DETENTION ) **RESOLUTION**  
SERVICES - GEIGER )

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34. RCW (Interlocal Cooperation Act”) authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane desires to enter into an Interlocal agreement with Spokane County Detention Services – Geiger;

WHEREAS, the City of Spokane has a need for manual labor to provide cleanup for various projects related to public health, safety and welfare, and Spokane County Detention Services has such labor available.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled “Work Crew Services Agreement” pursuant to which, under certain terms and conditions, Spokane County Detention Services – Geiger will provide inmate work crews to assist with clean up in various projects. Such services and costs are further described in Attachment “A,” attached hereto and incorporated herein.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
AL FRENCH, CHAIR

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
SHELLY O’QUINN, COMMISSIONER



# AGENDA FOR APRIL 25 and 26, 2017

## BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, 1<sup>ST</sup> DISTRICT \* SHELLY O'QUINN, 2<sup>ND</sup> DISTRICT \* AL FRENCH, 3<sup>RD</sup> DISTRICT  
COMMISSIONERS OFFICE (509) 477-2265

Prepared by Ginna Vasquez, Clerk of the Board

### APRIL 25, 2017

PUBLIC WORKS BUILDING – 1026 WEST BROADWAY AVENUE  
LOWER LEVEL, COMMISSIONERS' HEARING ROOM

2:00 P.M. – COMMISSIONERS MEETING

1. PROCLAMATION [Item No. 1](#)  
Proclaim May 2017 Older Americans Month "Age Out Loud".
2. FINAL HEARING: [Item No. 2](#)
  - a. Worker's Compensation Fund #505 (505-4420134) - \$59,390: Appropriate fund balance to record 2016 Incurred But Not Reported claims.
  - b. Mental Health Fund 148 (148-407C164) - \$350,425: State contract to assist individuals with housing.
  - c. Sheriff (010-2900036) - \$20,000: Appropriate Forensic reserve monies to support purchase of Forensic vehicle.
3. RESOLUTION [Item No. 3](#)  
In the matter of revisions to the Spokane County Comprehensive Plan and Zoning Map to resolve Litigation by rescinding two Annual Amendments found Noncompliant with Chapter 36.70A RCW and subject to Determinations of Invalidity by the Growth Management Hearings Board in Case Nos. 08-1-0002 and 13-1-0006C.
4. Notice of Public Hearings (set hearing date for May 9, 2017 at 2:00 p.m.)
  - a. In the matter concerning the proposal to declare certain miscellaneous county personal property surplus and authorize its resale, Project No. P10331. [Item No. 4a](#)
  - b. In the matter of an addendum to the Development Agreement between Spokane County and Kaiser Aluminum Fabricated Products, LLC in conjunction with the approval of 2009 Annual Comprehensive Plan Amendment and Associated Zone Change 04-CPA-11 approved under Spokane County Resolution No. 10-0055.  
[Item No. 4b](#)
5. Notice of Public Hearing (set hearing date for May 23, 2017 at 2:00 p.m.)  
Vacate a portion of Right-of-Way on Greenwood Road, County Road File No. 153 "S".  
[Item No. 5](#)

- 
6. Notice of Public Hearing (set hearing date for May 23, 2017 at 5:30 p.m.)  
In the matter of the Application of Avista Corporation for a Franchise to maintain a Natural Gas Transmission and Distribution System in, over, along and under County Right-of-Ways in Spokane County, Washington. [Item No. 6](#)
7. VARIOUS RESOLUTIONS
- a. Approve payment of the following vouchers: Warrant No. 265739 to 265940 - \$7,337,382.13 (Payroll); Warrant No. 960212 to 961835 - \$7,510,650.75 (Claims/EFT); Cash Disbursement - \$208,232.21 (Claims/EFT); Cash Disbursement - \$173,037.94 (Claims/EFT); Cash Disbursement - \$71,445.22 (Claims/EFT); Cash Disbursement - \$34,765.36 (Claims/EFT); Cash Disbursement - \$84.65 (Claims/EFT). [Item No. 7a](#)
  - b. In the matter of continuing relationship with the Washington Counties Risk Pool and Spokane County's related appointments and designations. [Item No. 7b](#)
  - c. Accept by affirmative action of the Board the work and services for certain contracts performed as complete as described in the respective contracts, Project Nos. P10154, P10296 and P10319. [Item No. 7c](#)
  - d. Award Bid for Grader Radial Tires, Project No. P10228. [Item No. 7d](#)
  - e. Authorize the purchase of Toro Golf Course Grounds Maintenance Equipment in accordance with the National Intergovernmental Purchasing Alliance Contract No. 120535, Project No. P10315. [Item No. 4e](#)
  - f. In the matter of the sale of certain tax title property Assessor's Parcel No. 35261.9121. [Item No. 7f](#)
  - g. In the matter of the sale of certain tax title property Assessor's Parcel No. 25262.1906. [Item No. 7g](#)
  - h. In the matter of the sale of certain tax title property Assessor's Parcel No. 37341.1323. [Item No. 7h](#)
  - i. Authorize the Airport Board to acquire property identified as Spokane County Assessor's Parcel Nos. 45063.2139 and 45063.2140. [Item No. 7i](#)
  - j. Modify Spokane County Resolution No. 17-0205 regarding "Self-Hauled Clean Green/Yard Waste Debris Gate Fees". [Item No. 7j](#)
  - k. Reappoint Clyde Sample to the Spokane County Housing and Community Development Advisory Committee. [Item No. 7k](#)
  - l. Reappoint Helen "Dee" Cragun to the Spokane County Housing and Community Development Advisory Committee. [Item No. 7l](#)
  - m. Reappoint Ralph Sample to the Spokane County Housing and Community Development Advisory Committee. [Item No. 7m](#)
8. AGREEMENTS, GRANTS AND CONTRACTS
- a. Execute an interlocal agreement between the City of Spokane and Spokane County Detention Services, Geiger Corrections Center for Work Crew Services [January 1, 2017 to April 30, 2018]. [Item No. 8a](#)
  - b. Execute a Professional Services Agreement between Spokane County and Center for Social Inclusion (CSI) for an Introductory Racial Equity Training Workshop. [Item No. 8b](#)
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- 
- c. Execute a Purchase and Sales Agreement between Spokane County and Ah Land, Inc. [Item No. 8c](#)
  - d. Accept an award of financial assistance from the Spokane Parks Foundation for Lifejacket Loaner Program. [Item No. 8d](#)
  - e. Accept an award of financial assistance from the Spokane Parks Foundation for the Liberty Lake Regional Park ADA Improvements Phase 2 Project. [Item No. 8e](#)
  - f. Accept an award of financial assistance from the Spokane Parks Foundation for the Linwood Park ADA Improvements Phase 2 Project. [Item No. 8f](#)
  - g. Accept an award of financial assistance from the State of Washington Department of Ecology for the Hawthorne Road East Stormwater Retrofit Project. [Item No. 8g](#)
  - h. Accept an award of financial assistance from the State of Washington Department of Ecology for the Hawthorne Road West Stormwater Retrofit Project. [Item No. 8h](#)
  - i. Accept an award of financial assistance from the State of Washington Department of Ecology for the Monroe Street Stormwater Retrofit Project. [Item No. 8i](#)
  - j. Accept Agreement No. MOU 17 SHA & SLP between Spokane Housing Authority (SHA) and Spokane County Supportive Living Program for Housing Choice Vouchers for the period of May 1, 2017 through April 30, 2018. [Item No. 8j](#)
9. [PUBLIC HEARING](#)  
In the matter concerning the proposal to declare certain miscellaneous County Personal Property Surplus and Authorize its destruction, Project No. P10288. [Item No. 9](#)

**APRIL 26, 2017**

PUBLIC WORKS BUILDING – 1026 W. BROADWAY AVENUE  
2<sup>nd</sup> FLOOR, ROOM 2B

11:00 A.M. – BID OPENING
--------------------------

- CRP No. 3196 - Improvement of Monroe Street from Francis Avenue to Greta Avenue.

## **Work Crew Services Agreement**

**Contract Number:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

THIS AGREEMENT is effective as of January 1, 2017 by and between SPOKANE COUNTY – DETENTION SERVICES, 1100 West Mallon Ave, Spokane, WA. 99206 (hereinafter called “COUNTY”) and the City of Spokane, whose address is CITY HALL, 808 W. Spokane Falls Blvd., Spokane, WA 99201 (hereinafter called the "CITY"). The COUNTY and CITY are jointly referred to as “PARTIES” within this Agreement.

WHEREAS, SPOKANE COUNTY – DETENTION SERVICES provides adult offender work crews for hire by other jurisdictions; and

WHEREAS, the CITY has a need for manual labor to provide cleanup for various projects related to public health, safety and welfare, and Spokane County – Detention Services has such labor available, and

WHEREAS, this Agreement will define the terms and scope of work to be performed and allocate liability for the PARTIES to this Agreement; and

NOW, THEREFORE, the PARTIES mutually agree on the terms and conditions set forth below:

### **ARTICLE ONE** **SCOPE OF SERVICES**

#### **1.1 Scope of Work.**

1. See attached Scope of Work

**1.2 Compliance with Laws.** The COUNTY shall comply with all applicable laws, ordinances and codes of the United States, State of Washington, Spokane County and applicable City, including those that prohibit unlawful discrimination.

**1.3 Standards.** The COUNTY will use offenders to provide work crew services that, to the best knowledge of the COUNTY, are in good physical condition and capable of performing the services identified in Section 1.1. and have volunteered to participate in the program. Inmate workers are low level offenders who are screened for appropriate charges and behavior prior to placement. No registered sex offenders are authorized to participate on the offender work crews.

**1.6 Work Schedule.** The CITY shall establish a work crew schedule that anticipates using work crews on an as-needed, on-call basis subject to availability and schedule. Provided, however, the CITY recognizes that COUNTY retains the authority to adjust any work crew schedule. The CITY will reimburse the cost of the officer's overtime if the crew is required to work beyond the standard workday, or beyond forty hours in a week as prearranged. The CITY will reimburse the cost of the officer's holiday premium pay if work is performed on County holidays.

**1.7 Independent Contractor.** The COUNTY, in the performance of this Agreement, is acting as an independent contractor and not in any manner as officers, employees or agents of the CITY.

**1.8 Reporting.** If requested, the COUNTY agrees to provide monthly reports outlining hours of work each month and a general summary of activities performed. Requested reports will be provided to the CITY no later than the twentieth day (20) of the following month during the term of this Agreement.

**1.9 Media Contact.** The COUNTY and their agents agree to refer all media contacts relative to their work on this contract to CITY Public Information Officer.

## **ARTICLE TWO** **COMPENSATION**

**2.1 Services Fee.** The CITY shall pay the COUNTY three hundred eighty five dollars (\$385.00) per work crew, per day worked with a two (2) hour minimum, plus mileage at the current IRS rate. Any work performed on a holiday or in excess of 40 hours per work week will be billed at the appropriate Spokane County wage scale.

		Monday – Friday	Holidays and Officer OVT
5- 8	Hours	\$385.00	\$450.00
4	Hours	\$217.00	\$250.00
3	Hours	\$169.50	\$193.75
2	Hours	\$121.25	\$137.50

**2.2 Invoices.** COUNTY shall provide the CITY with monthly invoices. The CITY shall pay said invoices to the COUNTY within 10 days of receipt of the monthly invoice.

## **ARTICLE THREE** **TERM AND TERMINATION**

**3.1 Term.** The term of the Agreement shall begin January 1, 2017 and shall terminate on April 30, 2018. Contract can be extended with one (1) year extensions up to six (6) years.

**3.2 Termination.** Either party may terminate this Agreement for any reason whatsoever upon giving the other party 30 days written notice of such termination.

**3.3 Handling of Property upon Contract Termination.** All purchases of equipment supplied by the CITY and deemed to be the property of the CITY shall be inventoried and kept separate from other COUNTY property. Upon termination of this Agreement all equipment shall be returned to the CITY.

#### **ARTICLE FOUR** **QUALITY OF PERFORMANCE**

**4.1 Performance.** The CITY shall judge the overall quality of the work performed, and the sufficiency of records. If during the course of this Agreement, the services rendered do not meet the requirements of the CITY under this contract, upon written notification, the COUNTY agrees to meet with CITY and mutually determine what steps are necessary to correct, modify and/or properly perform the services.

**4.2 Liability.** Each PARTY agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this Agreement.

#### **ARTICLE FIVE** **MISCELLANEOUS**

**5.1 Parties-In-Interest and Assignment.** This Agreement is binding upon and is for the exclusive benefit of the PARTIES hereto and their respective successors and assigns, and no person who is not a party hereto shall have any rights under this Agreement, either as a third party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

**5.2 Entire Agreement.** This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules and appendices hereto, now or hereafter created, are incorporated into this Agreement by reference and made a part hereof. The terms "hereof," "herein" and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the PARTIES hereto or their respective successors and assigns.

**5.3 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement. Venue for any action arising out of this Agreement shall be in Spokane County.

**5.4 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding when at least one counterpart has been signed by both PARTIES.

**5.5 General Guidelines for the Use of Offender Labor**

- A detailed scope of work will be established prior to any work performed. No work will be completed outside of this scope without review.
- The use of correctional crews is dependent on the availability of appropriate offender labor. Crew numbers are subject to change due to factors outside of our control.
- Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising Officer then work may be delayed until resolved.
- Exposure to extreme temperatures may cause serious health problems. Hot/Cold weather safety protocols may impact crew work schedules and availability.
- Work Crews cannot perform the following tasks:
  - Activities that involve the use of pesticides or chemical agents – Household type cleaners may be used with appropriate PPE and access to safety information.
  - Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials.
  - Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This can include tile, carpeting, or ceiling tiles.
  - Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels.
  - Activities around electrical panels, electrical wiring or energized lines-overhead or underground.
  - Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground.
  - Operating equipment that requires certification or licensing.
  - Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required.

- Any task not listed that may pose significant safety or security risks.
- Access to Work Crew services will be limited during the dates of the Spokane County Fair.



**ATTACHMENT: Scope of Work**

**SPOKANE COUNTY DETENTION SERVICES MULTI-PROJECT CONTRACT**

**1. PERFORMANCE**

- A. Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide supervised dedicated inmate work crews to supply manual labor for various projects related to public health, safety, welfare, and community improvement.
- B. Solid waste disposal will be at one of the Spokane County transfer stations or the Waste to Energy Facility under specific and separate project disposal accounts supplied by the City. Disposed materials shall be weighed separately for each project disposal account.

Disposal and utility accounts for Geiger contracts:

Scalehouse Disposal acct name – General Contract account (Pd by Neighborhood and Business Services; also used by Litter Crew for private property abatements)	Scalehouse Disposal acct name - Under Freeway Account (Pd by ONS/CE/PE)	Scalehouse Disposal acct name – Litter Control – Special Projects (LC-SPEC) (Pd by SWDD 20,000#/12-2016; 10,000#/6-2017)
WTE disposal acct #2996 Uts acct #100018	WTE disposal acct #3071 Uts acct #131221	WTE disposal acct #3052 No utility account

- C. Detention Services will provide all equipment, materials, and supplies necessary for litter clean up, including but not limited to disposal bags, rakes, brooms, shovels, pickers, and gloves.
- D. Detention Services will be provided a hydrant ring for 2017 in order to have access to water for cleaning.

- 2. CONTRACT TERM.** January 1, 2017 through April 30, 2018. Contract can be extended with one (1) year extensions up to six (6) years. 30 day termination with written notice.

**3. COMPENSATION**

- A. A maximum of \$103,000.00 plus mileage as full compensation for everything furnished and done under this contract, including equipment and supplies except where noted in the project scopes.

- B. Crew rate including supervising officer:  
Full day = 5-10 hours = \$385.00  
4 hours = \$217.50
- C. Hours will be accounted for separately under each project. Rates will be prorated among the projects at the full or half day rate.
- D. Mileage is based on the 2017 Federal standard mileage rate for business at \$0.535/mile. (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

#### 4. **WORK SCHEDULE**

- A. Forty (40) hours per week will be completed by 1.5 work crews. Thirty-two (32) hours will be designated to City work by one (1) full-time work crew and a half man work crew will complete eight (8) hours of designated City work each week.
- B. The City shall establish a regular work crew schedule with project tasks and will contact the County with any changes in that day's work project schedule. This schedule does not reflect Holidays, sick calls or other County wide events the work crew is committed to (e.g. Hoopfest, Bloomsday, Spokane County Fair...Etc.).
- C. Detention Services will provide advance notice to the Code Enforcement supervisor or designee 1 month prior to County wide events. If the cities designated work crew needs to be reassigned to another project then the Detention Services will schedule an alternative work crew or coordinate 20 hours of work per week until the regular crew is reassigned to city work and back on the regular schedule per the contract.

#### 5. **PROJECT SCOPES**

- 1. **I-90 Corridor Maintenance** – clean up litter, paint over or remove graffiti, and maintain landscaped areas within the I-90 Corridor.
  - a. I-90 Corridor area includes the right-of-way below and adjacent to the Interstate 90 viaduct from Maple Street to Division Street, including the sidewalks, alleys and vegetated areas. Maps will be provided to establish the I-90 Corridor Area.

- b. Specific parking lot areas are excluded and will be identified at the beginning of the notice to proceed and updated as lease agreements change.
- c. Litter cleanup will include disposal, and servicing and relining garbage cans, but will exclude garbage or items inside port-a-potties.
- d. Disposal will be paid under disposal account #3071, paid for by the Office of Neighborhood Services, Code Enforcement, and Parking Services Department.
- e. Detention Services will provide all equipment, materials, and supplies necessary for litter clean up, including but not limited to disposal bags, rakes, brooms, shovels, pickers, and gloves
- f. Graffiti abatement will include painting over or removing the graffiti.
  - i. Detention Services and Code Enforcement supervisor or designee will coordinate orders of paint supplies. Code Enforcement supervisor or designee will order all paint and supplies. Geiger crew will be responsible for picking up paint, supplies and receipts from company and returning the receipt to supervisor or designee.
  - ii. Spokane Detention Services will use the color scheme and paint type designated in the I-90 Viaduct Summary. Paint for I-90 Corridor is a concrete stain and custom tinted, time must be allotted for ordering this paint. Advance placement of the order is recommended. Geiger crew will notify supervisor or designee in enough advance notice for placing the order.
- g. Landscape maintenance will include trimming, raking/sweeping, weed wacking/mowing and disposal of weeds and turf from sidewalks and landscaped areas.
- h. Sidewalk clean up may include sweeping and hosing down with water.

**2. Right-of-way and public property litter cleanup**

- a. Clean up litter, solid waste, and debris clean up in the City's rights-of-way and public properties, including sidewalks and under railroad viaducts. Sidewalk clean up may include sweeping and hosing down with water.
- b. Illegal dump clean up
- c. Transient camp clean up
- d. Litter will be cleaned up on a regular quarterly basis from each of the following locations. City staff may add additional routes to this quarterly route, and may assign an individual route as standalone project.

<b>Litter Cleanup Quarterly Routes</b>
Sunset Blvd (Govt. Way to Geiger/Grove)

2 <sup>nd</sup> & 3 <sup>rd</sup> Ave from Perry to Havana
*North Austin Rd from Francis Ave. to Strong Rd.
9-Mile from Frances to City limit
*North Cedar (N. Cedar/Country Homes to Panorama);
Sunset Blvd (Govt. Way to Geiger/Grove)
*South Cedar (195/Cheney Spokane Rd to Cedar/Eagle Ridge Blvd);
*South Hatch Rd (195 to 57 <sup>th</sup> )

\* *Traffic Control Required*

- e. The City will provide traffic control and flagging where necessary.
- f. Spokane Detention Services will provide garbage bags and hand tool equipment.
- g. Disposal will be paid under;
  - disposal account #3052 is paid for by the Solid Waste Disposal Department and is the CLCP disposal account, currently limited to 10,000 pounds 2017 and will need to be renegotiated with SWD;
  - disposal account #3013 is paid for by Solid Waste Collection and used by the litter crew for illegal dumps on the ROW and public property.

### 3. **Private property nuisance abatement**

- a. Clean up litter and solid waste as a result of voluntary compliance or court-ordered nuisance abatements.
- b. The City will provide litter and solid waste containers.
- c. Disposal will be paid under disposal account #2996, and charged to the property's Utility account by City.

### 4. **General labor services**

- a. Provide general labor services as part of community services and improvement as requested by the Director of the Neighborhood and Business Services Division or designee.
- b. Clean up litter and solid waste from public or private properties.
- c. Perform various tasks such as litter and solid waste pick up, graffiti removal, vegetation removal and disposal, sweeping and washing sidewalks, and other related work.
- d. Disposal will be paid under disposal account #2996 and paid for by Neighborhood and Business Services.

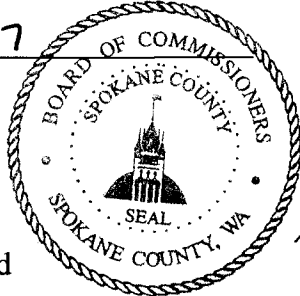
### 5. **Railroad Viaducts**

- a. Downtown railroad viaduct rights-of-way clean up, including litter and sweeping. Clean up may include hosing down with water.

- b. In roadway clean up would require traffic control.
- c. Graffiti abatement will include painting over or removing the graffiti.
  - i. Detention Services and Code Enforcement supervisor or designee will coordinate orders of paint and supplies. Code Enforcement supervisor or designee will order all paint and supplies. Geiger crew will be responsible for picking up paint, supplies and receipts from company and returning the receipt to supervisor or designee.
  - ii. Spokane Detention Services will use the color scheme and paint type designated for the railroad viaducts. Specific latex paint. Time must be allotted for ordering this paint. Advance placement of the order is recommended. Geiger crew will notify supervisor or designee in enough advance notice for placing the order.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY WASHINGTON

DATED: 4.25.17



ATTEST:  
Clerk of the Board

Ginna Vasquez  
Ginna Vasquez

17 - 0379

Al French  
Al French, Commissioner

Josh Kerns  
Josh Kerns, Commissioner

Shelly O'Quinn  
Shelly O'Quinn, Commissioner

CITY OF SPOKANE

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

Assistant City Attorney



# Planning & Economic Development

April 17, 2017

10:30 AM - 12:00 PM

City Council Briefing Center

This meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

## 10:30 Call to Order

Approval of [February 27, 2017](#) meeting minutes

### Consent Items:

- |   |                    |
|---|--------------------|
| 1) <a href="#">Small Starts Grant Resolution</a>            | CM Waldref         |
| 2) <a href="#">Historic Preservation: Grant Application</a> | Megan Duvall       |
| 3) <a href="#">Geiger Contract</a>                          | Melissa Wittstruck |
| 4) <a href="#">100 Day Youth Challenge</a>                  | Kelly Keenan       |
| 5) <a href="#">SAMHSA Grant Application Intent to Apply</a> | Kelly Keenan       |
| 6) <a href="#">Transition Proposed Housing Project</a>      | Kelly Keenan       |

### Discussion Items:

- |               |   |                |
|---------------|---|----------------|
| 10:30 - 10:35 | 1) <a href="#">CHHS CoC Awards</a>                      | Kelly Keenan   |
| 10:35 - 10:40 | 2) <a href="#">NEPDA Area Wide Plan</a>                 | Melissa Owen   |
| 10:40 - 10:45 | 3) <a href="#">NEPDA Charter and Bylaws</a>             | Melissa Owen   |
| 10:45 - 10:55 | 4) <a href="#">Target Investment Area Annual Report</a> | Andrew Worlock |
| 10:55 - 11:05 | 5) <a href="#">Neighborhood Planning</a>                | Jo Anne Wright |
| 11:05 - 11:15 | 6) <a href="#">MFTE 2017 Committee Briefing</a>         | CP Stuckart    |

### Administrative Reports/Standing Updates:

- |               |   |                  |
|---------------|---|------------------|
| 11:35 - 11:40 | 1) <a href="#">Traffic Calming Update</a> | Heather Trautman |
|---------------|---|------------------|

### Adjournment:

Next Planning & Economic Development Meeting will be May 15, 2017

Executive Session: Executive Session may be held or reconvened during any Planning and Economic Development Committee Meeting

The password for City of Spokane Guest Wireless access has been changed:

Username: COS Guest

Password:

**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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jjackson@spokanecity.org](mailto:jjackson@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.

**BRIEFING PAPER**  
**City of Spokane**  
**Code Enforcement**  
**City Council Study Session**  
**April 6, 2017**

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**Subject**

2017 Geiger multi-scope contract for general cleanup.

**Background**

Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide supervised dedicated inmate work crews to supply manual labor for various projects related to public health, safety, welfare, and community improvement.

The Geiger Corrections Crew (herein after, Geiger Crew) contract is managed by the City of Spokane Code Enforcement Department. Historically, work performed by the Geiger Crew has been conducted under separate contracts for various types of work. For 2017, work will be housed under one contract (titled, 2017 Multi-Scope Contract), in order to simplify coordination, increase response time, and to create regular maintenance schedule of various areas and tasks.

The contract term will be from January 1, 2017 through April 30, 2018. Contract can be extended with one (1) year extensions up to six (6) years with a 30 day termination with written notice.

The Geiger Crew will be scheduled for forty (40) hours per week that will be completed by 1.5 work crews. Thirty-two (32) hours will be designated to City work by one (1) full-time work crew and a half man work crew will complete eight (8) hours of designated City work each week.

Geiger Corrections Crew will provide the following work for 2017:

- 1. I-90 Corridor Maintenance** – clean up litter, paint over or remove graffiti, and maintain landscaped areas within the I-90 Corridor.
- 2. Right-of-way and public property litter cleanup**



- a. Clean up litter, solid waste, and debris clean up in the City's rights-of-way and public properties, including sidewalks and under railroad viaducts. Sidewalk clean up may include sweeping and hosing down with water.
- b. Illegal dump clean up
- c. Transient camp clean up
- d. Litter will be cleaned up on a regular quarterly basis from each of the following locations. City staff may add additional routes to this quarterly route, and may assign an individual route as standalone project.

<b>Litter Cleanup Quarterly Routes</b>
Sunset Blvd (Govt. Way to Geiger/Grove)
2nd & 3rd Ave from Perry to Havana
*North Austin Rd from Francis Ave. to Strong Rd.
9-Mile from Frances to City limit
*North Cedar (N. Cedar/Country Homes to Panorama);
Sunset Blvd (Govt. Way to Geiger/Grove)
*South Cedar (195/Cheney Spokane Rd to Cedar/Eagle Ridge Blvd);
*South Hatch Rd (195 to 57th)

### **3. Private property nuisance abatement**

- a. Clean up litter and solid waste as a result of voluntary compliance or court-ordered nuisance abatements.

### **4. General labor services**

- a. Provide general labor services as part of community services and improvement as requested by the Director of the Neighborhood and Business Services Division or designee.
- b. Clean up litter and solid waste from public or private properties.
- c. Perform various tasks such as litter and solid waste pick up, graffiti removal, vegetation removal and disposal, sweeping and washing sidewalks, and other related work.

### **5. Railroad Viaducts**

- a. Downtown railroad viaduct rights-of-way clean up, including litter and sweeping. Clean up may include hosing down with water.
- b. In roadway clean up would require traffic control.
- c. Graffiti abatement will include painting over or removing the graffiti.
  - i. Geiger crew will use the color scheme and painting type as designated in the I-90/Railroad Viaduct kit of parts.

### **Impact**

The Geiger Correction Crew provides a needed service by regularly cleaning up public areas with quick response to City needs and requests. This contract will improve coordination and response rates.

**Action**

Approve 2017 multi-scope contract.

**Funding**

A maximum of \$103,000.00 plus mileage as full compensation for everything furnished and done under this contract, including equipment and supplies except where noted in the project scopes.

Under freeway Parking will be paying 60K and Solid Waste will be paying 60K.

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

05/08/2017

<u>Date Rec'd</u>	4/14/2017
<u>Clerk's File #</u>	ORD C35494
<u>Renews #</u>	

<u>Submitting Dept</u>	PARKS & RECREATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ANGEL SPELL 363-5495	<u>Project #</u>	
<u>Contact E-Mail</u>	ASPELL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1400 - NEIGHBORHOOD TREE PROGRAM		

Agenda Wording

Approve the SBO to appropriate \$50,000 to the Urban Forestry Program to fund the Neighborhood Tree Program.

Summary (Background)

The program provides free trees to Spokane residents for planting on private property. It is the successor of the Residential Tree Program as part of the Forest Spokane Initiative in 2015 and 2016. The tree giveaway contributes to enrichment of the urban tree canopy which prevents stormwater runoff from reaching the Spokane River. The Park Board approved recommendation to City Council at the 4/13 board meeting. Public Works and Utilities are contributing \$50,000 in support of the program in 2017

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 50,000.00	#	1400-54961-75280-54212-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>Study Session</u>	
<u>Division Director</u>	EADIE, LEROY	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	aspell@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pclarke@spokanecity.org	
<u>Additional Approvals</u>		mbuening@spokanecity.org	
<u>Purchasing</u>			

## ORDINANCE NO C35494

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999-99999 Unappropriated Reserves	<u>\$ 50,000</u>
-------	--	------------------

To:	1400-54961-75280-54212 Grounds Maintenance	<u>\$50,000</u>
-----	--	-----------------

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the Neighborhood Tree Program not anticipated during the 2017 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# AGENDA SHEET FOR PARK BOARD MEETING OF: April 13, 2017



Submitting Division  
Parks & Recreation

Contact Person  
Angel Spell

Phone No.  
363-5495

Department: ☒ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☒ Other

Beginning date: 04/24/2017 Expiration date: 12/31/2017 Open ended ☐

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

## AGENDA WORDING:

SBO to appropriate \$50,000 to the Urban Forestry Program to fund the Neighborhood Tree Program.

## BACKGROUND:

(Attach additional sheet if necessary)

SBO is appropriating \$50,000 to fund the Neighborhood Tree Program. This program is funded by a \$50,000 transfer from Utilities, so has no impact upon the fund balance of the Park and Recreation Fund.

## RECOMMENDATION:

Approve the SBO as presented.

**ATTACHMENTS:** Include in packets. See back of Agenda Sheet for specific supporting document requirements.

## SIGNATURES:

Requester - Angel Spell Dept. Manager \_\_\_\_\_ Director of Parks & Rec – Leroy Eadie

Parks Accounting – Megan Qureshi Legal Dept. – Hunt Whaley

## DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: Angel Spell

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
April 13, 2017

<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>
<b>Expenditure:</b>	
_____	_____
_____	_____
_____	_____
_____	_____
<b>Revenue:</b>	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ Existing vendor

☐ New vendor – If so, please include vendor packet ☐

**Supporting documents:**

☐ Quotes/Solicitation (RFP, RFQ, RFB)

☐ W-9 (for new contractors/consultants/vendors) ACH Forms

☐ Contractor is on the City's A&E Roster City of Spokane

☐ (for new contractors/consultants/vendors) Insurance

☐ Spokane Business registration expiration date: \_\_\_\_\_

☐ Certificate (minimum \$1.5 million in General Liability)

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

05/08/2017

<u>Date Rec'd</u>	4/19/2017
<u>Clerk's File #</u>	ORD C35495
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	CARLY CORTRIGHT 625-6263
<u>Contact E-Mail</u>	CCORTRIGHT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5700 MY SPOKANE 311 SPECIAL BUDGET ORDINANCE

**Agenda Wording**

This special budget ordinance would convert two project employee positions to two Customer Service Assistants (SPN 099).

**Summary (Background)**

In the 2017 budget, two project employee positions were created to help launch 311. Since the beginning of the year, 311 has launched and added additional services not originally accounted for in budgeting. As such, it is anticipated the work these two positions are completing will not be decreasing. Therefore, this SBO would convert these positions into regular FTEs to continue to support 311 customers.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 65, 315	# various accounts (see ordinance)
Revenue \$ 65, 315	# various accounts (see ordinance)
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN
<b><u>Finance</u></b>	HUGHES, MICHELLE
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	SANDERS, THERESA

<u>Study Session</u>	CHE 5-1-17
<u>Other</u>	
<u>Distribution List</u>	
ccortright@spokanecity.org	
mhughes@spokanecity.org	
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	



ORDINANCE NO C35495

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the My Spokane Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the My Spokane Fund, and the budget annexed thereto with reference to the My Spokane Fund, the following changes be made:

FROM:	5700-53801	My Spokane	
	57200-08500	Project Employee	\$ 57,050
	5700-53801	My Spokane	
	99999-34919	Inter-fund Other Gen Revenue	\$ 8,265
			<u>\$65,315</u>
TO:	5700-53801	My Spokane	
	57200-00990	Customer Service Assistant (from 3 to 5 positions)	42,000
	57200-52210	Retirement	3,255
	57200-52310	Medical	16,660
	57200-52320	Dental	1,470
	57200-52330	Life Insurance	250
	57200-51640	Deferred Comp	1,680
			<u>\$ 65,315</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create 2 Customer Service Assistant positions for the 311 Program of My Spokane, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

BRIEFING PAPER  
CHE Committee  
My Spokane 311 SBO  
May 1, 2017

---

**Subject**

My Spokane – 311 SBO

**Background**

My Spokane – 311 went live in February, 2017. We currently handle approximately 600 calls a day for Utility Billing, Solid Waste Collection, Parking Enforcement, Police Helpline, Parks and Recreation, Code Enforcement, Streets (Snow and Potholes), and General city questions.

When we received funding for 311 in October 2016, we were authorized to hire two project employees in addition to permanent positions to ensure we did not over-hire as well as in effort to remain budget neutral. Since that time, My Spokane - 311 has started answering the Parking Enforcement hotline (which used to be a phone tree), which was not originally included in the staffing analysis, as well as the Police Helpline, which was also a cumbersome phone tree. This, too, was not included in the staffing analysis.

Since 311 has gone live, we currently answer 90% of calls within 60 seconds. Our customer survey responses show the majority of citizens are enjoying the ease of one phone number to dial, and are pleased with the service they are receiving. If we did not have these two project employees we would be unable to sustain this level of service, and customers would experience significant hold times to reach a representative.

**Impact**

We are requesting this SBO to convert these two project employee positions into FTEs (2 Customer Service Assistants). This will ensure My Spokane -311 is able to maintain service level delivery to our customers. It does create two new positions, but we still have commitment from the Public Works Division that following natural attrition in the future, these vacant positions will be removed from budget as part of realignment.

**Action**

Approve SBO

**Funding**

Inter-fund billing

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

05/08/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	RES 2017-0036
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE AREA		

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07;

Summary (Background)

City Staff has discussed the Application to Expand the Retail Water Service Area Boundary twice with the Public Works Committee (Feb. 13th and March 13th) and Council President Stuckart has agreed to sponsor moving this item forward for City Council action.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PW 2/13/17 & 3/13/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	<u>Engineering Admin</u>	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		htrautman@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Parcel Numbers 34092.9048 and 34092.9049.

Summary (Background)

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


## **RESOLUTION**

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

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every six years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owner of Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 has requested water service from the City of Spokane for purposes of serving six (6) homes on 30 acres as approved by Spokane County as a Rural Cluster Development; and

WHEREAS, each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot; and

WHEREAS, the properties are located primarily outside the Urban Growth Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary; and

WHEREAS, both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area; and

WHEREAS, the properties are located directly adjacent and downhill from the City's Southside Landfill, which was closed in 1987, is currently under monitoring for hazardous conditions, and of concern as a potential source of future contamination to any wells drilled based upon documentation submitted by the property owner demonstrating that contamination of domestic wells occurred after the Spokane County

Mica and City Northside landfills were closed and which resulted in significant expense to the County and City to provide alternative domestic water sources; and

WHEREAS, the Water Department has a water main in Hatch Road, approximately 100 feet from the property and provides water services to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available capacity to provide water service to the approved short plats; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed to supply water service to a Rural Cluster Development approved by the County; and

WHEREAS, the property owner has agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 to be in the public interest and does not set a precedent for future requests for water service;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Retail Water Service Area Map is hereby amended to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

Adopted and approved by City Council \_\_\_\_\_, 2017

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

ANTICIPATED  
DEVELOPMENT AREAS  
WITHIN WATER  
SERVICE AREA

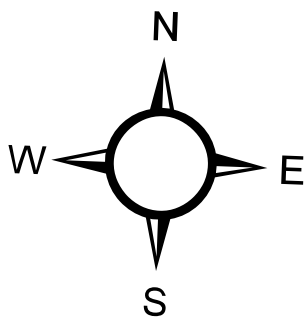
Printed by: jtaylor      Print date: 3/9/2017

Legend

Transmission Main

Parcels

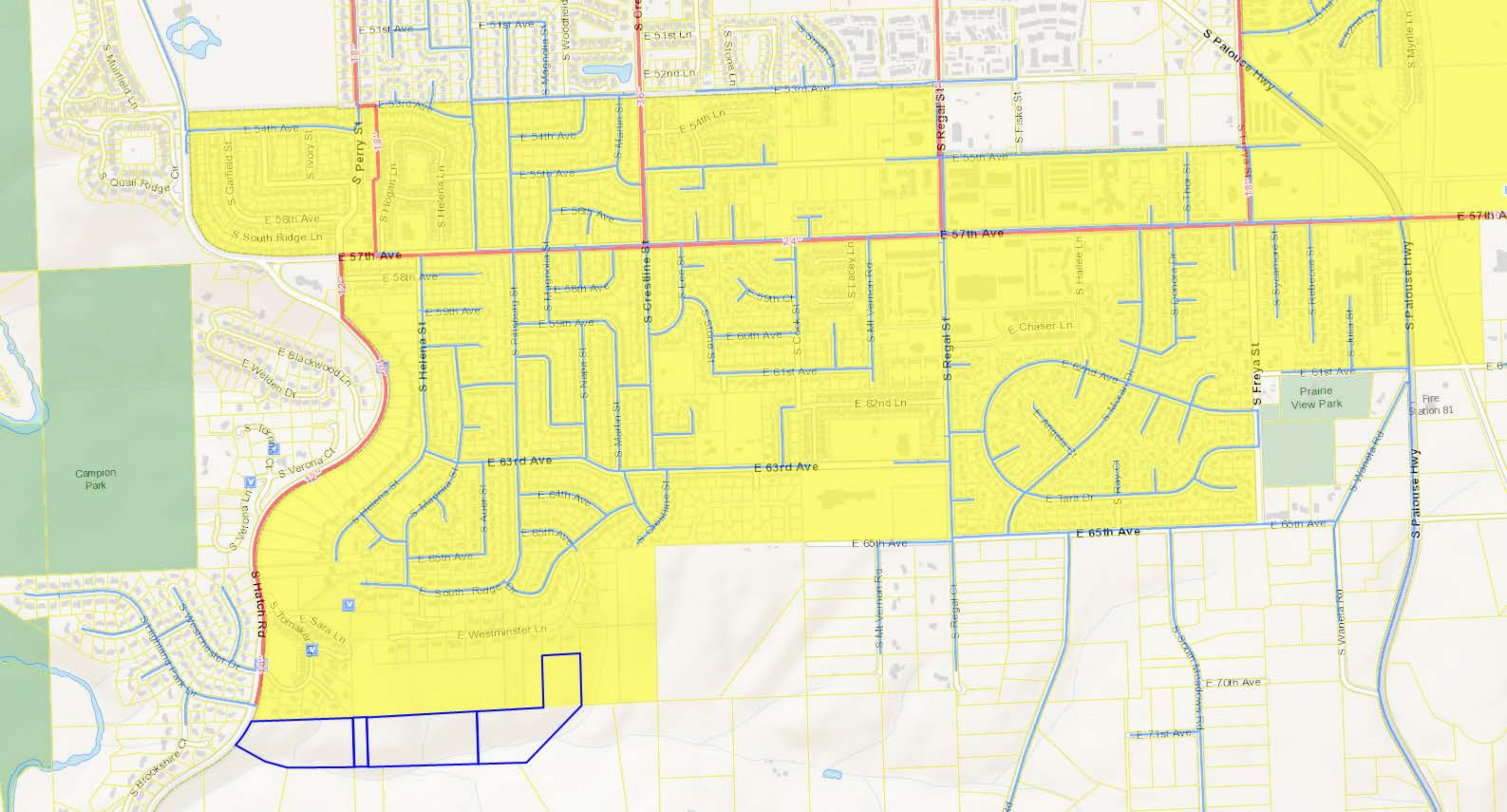
- 34081.9080
- 34092.9049
- 34092.9047
- 34092.9048
- City Limits
- UGA
- Existing/Retail Service Area
- Future Service Area
- County Streets



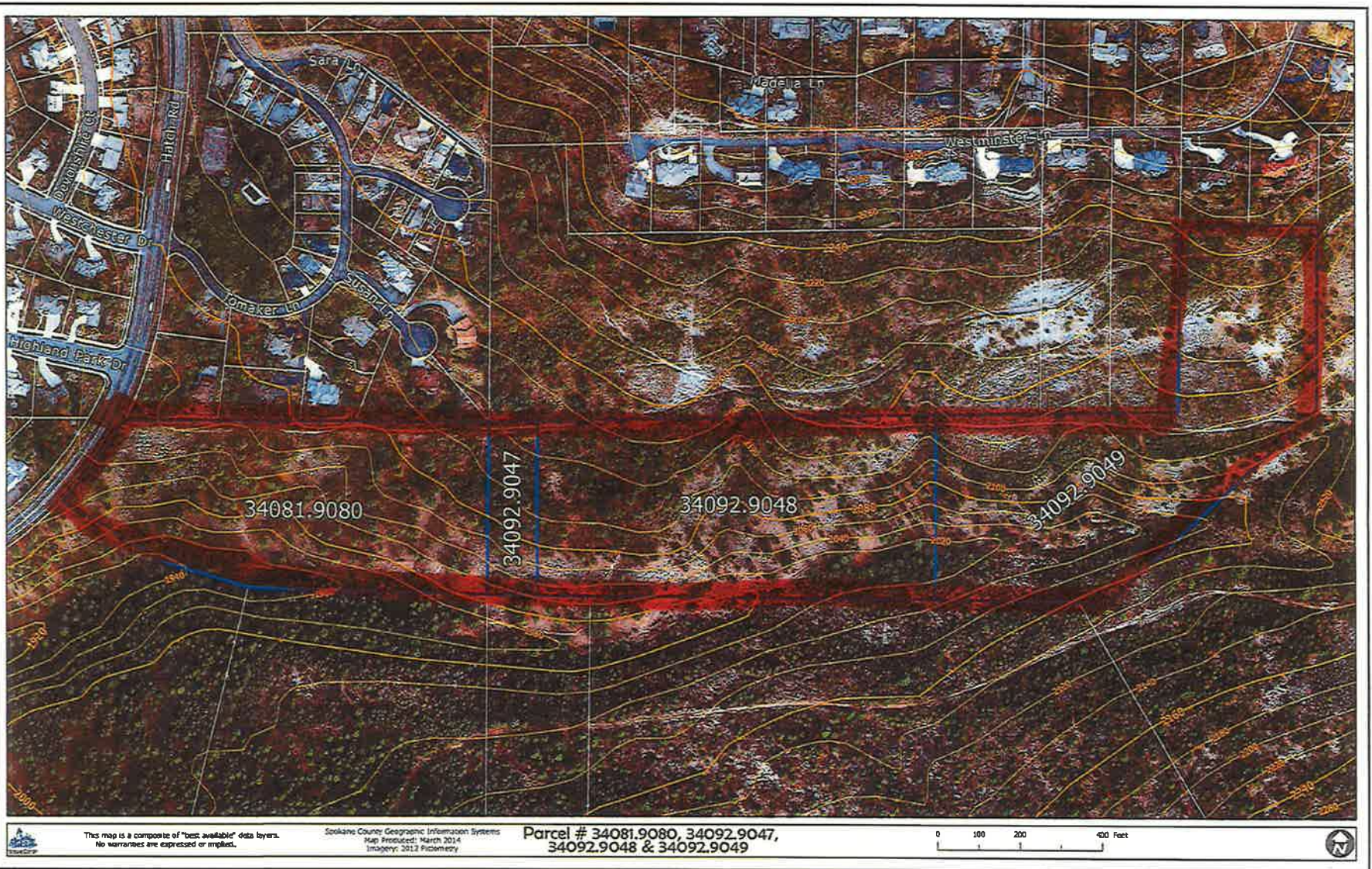
THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





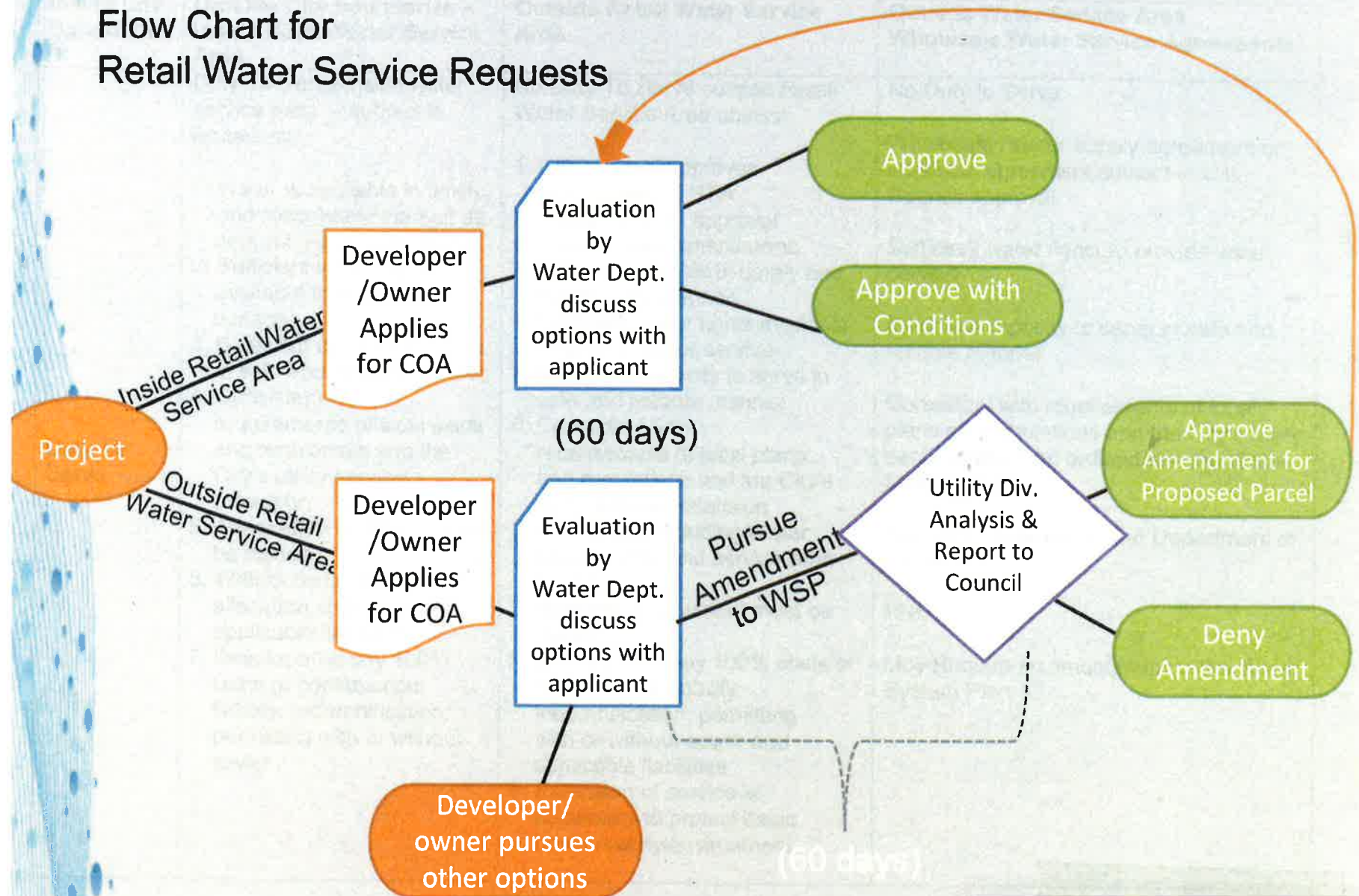


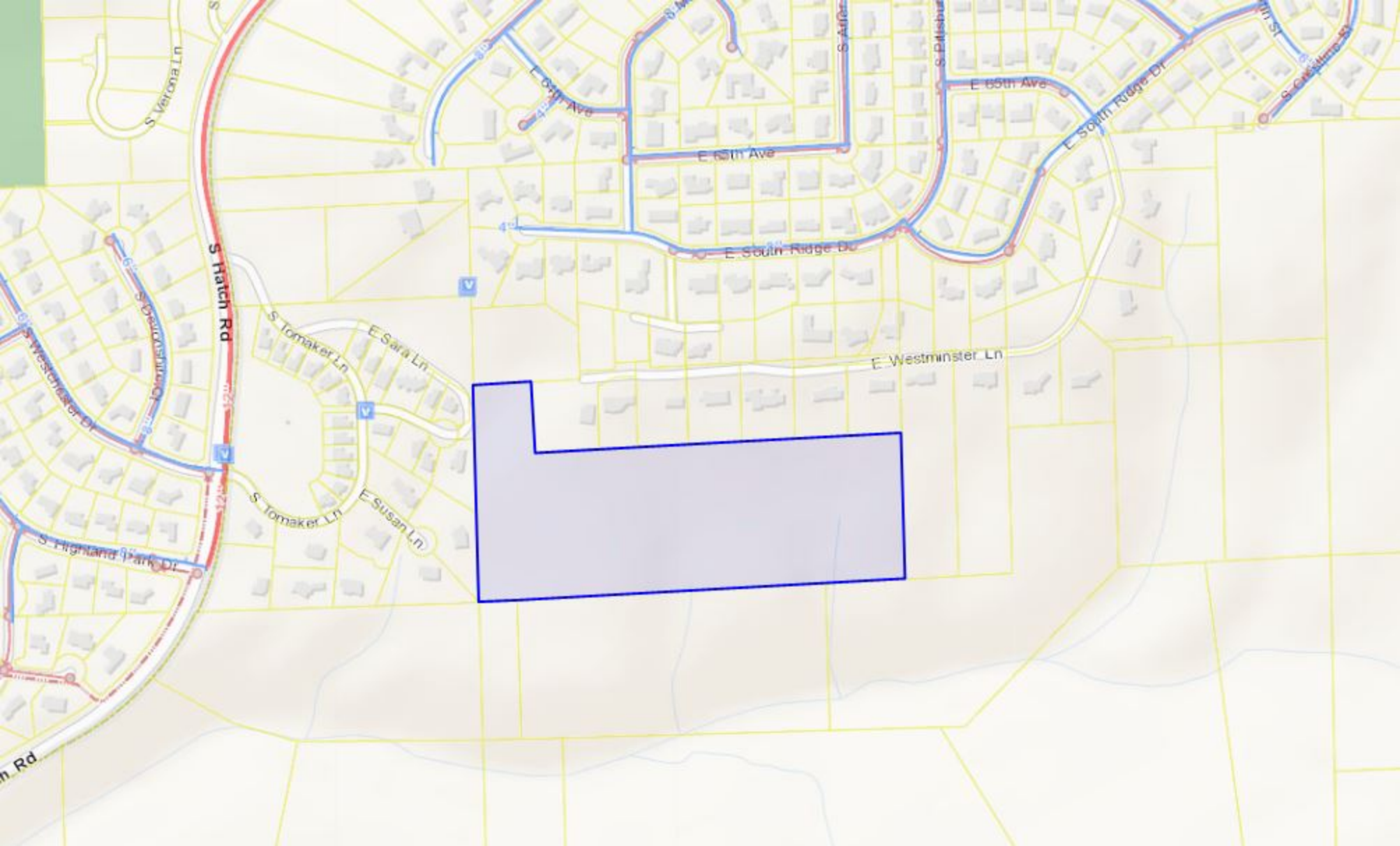






## Flow Chart for Retail Water Service Requests





BRIEFING PAPER  
Public Works Committee  
Planning and Development Services  
March 13, 2017

---

Subject

Applications to Expand the Retail Water Service Area to include:

- Spokane County Short Plat File No. SP-1484-08;  
Parcel Numbers 34081.9080 and 34092.9047
- Spokane County Short Plat File No. SP-1455-07;  
Parcel Numbers 34092.9048 and 34092.9049

Background

Suzy Dix Properties, LLC, the applicant, owns the above referenced short plats. Each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot. The properties are located primarily outside the Urban Grown Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary. Both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area. Applicant intends to develop the short plats and requests water from the City.

The City has a current water main located in Hatch Road. The City's Southside Landfill, which was closed in 1987, is adjacent to the eastern boundary of Parcel 34092.9049. Given the close proximity to the closed Landfill applicant has requested connection to the City's' water system.

The City received completed Applications to Expand the Retail Water Service Boundary for both short plats on December 23, 2016. City Policies and Procedures (Duty to Provide Water Service), Section 6.1.4, Outside Retail Water Service Area – Inside Future Water Service Areas, provide that the City will evaluate new requests within 120 days of receipt of the requests.

Impact

There is no net negative financial impact to the City Water Department. The City's water main in Hatch Road is available to provide water service to the proposed short plats. The City's water system has capacity to provide water service to the proposed plats. Applicant would be responsible for all costs associated with extension and comply with City's design and construction requirements. Applicant would pay outside City water rates for service.

Action

Staff recommends approval of the request to expand the City's RSA and processing these Applications for City Council action.



**Agenda Sheet for City Council Meeting of:**  
05/01/2017

<b>Date Rec'd</b>	4/17/2017
<b>Clerk's File #</b>	RES 2017-0033
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BEN STUCKART 6256269
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 STANDING COMMITTEE ADMIN PROCEDURES RESOLUTION

**Agenda Wording**

A Resolution approving amendments to the City Council standing committee administrative procedures.

**Summary (Background)**

This resolution approves amendments to the City Council standing committee administrative procedures.

**Fiscal Impact**

Select \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals**

**Dept Head**

MCDANIEL, ADAM

**Division Director**

**Finance**

DOVAL, MATTHEW

**Legal**

PICCOLO, MIKE

**For the Mayor**

SANDERS, THERESA

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session**

**Other**

**Distribution List**

RESOLUTION NO. 2017-0033

A Resolution approving amendments to the City Council standing committee administrative procedures.

WHEREAS, the pursuant to section 9.1 of the City Council's Rules of Procedure, the City Council has established five standing committees; and

WHEREAS, each standing committee requires and depends upon smooth and efficient interactions between the City Council, Council staff, the City administration, and City staff; and

WHEREAS, City departments routinely adopt policies to assist in the performance of various administrative functions; and

WHEREAS, The City Council previously approved Resolution 2011-0023 (April 11, 2011), which approved the administrative procedures for the operation of City Council standing committees; and

WHEREAS, the attached amended administrative policy relates to the City Council standing committees, is consistent with the City Council's Rules of Procedure, the Spokane Municipal Code, and prior resolutions regarding standing committees, and amends the existing administrative policy to reflect changes to the standing committee procedures.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached amended administrative procedures for the operation of City Council standing committees.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0320-17-07 LGL 2006-0032
TITLE: : <b>CITY COUNCIL STANDING COMMITTEE PROCEDURES</b> EFFECTIVE DATE: August 10, 2006 REVISION EFFECTIVE DATE: _____, 2017	

## 1.0 GENERAL

1.1 This document provides procedures for both City staff and the City Council in regards to standing committee meetings of the City Council.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Council and all City departments and divisions.

## 3.0 REFERENCES

SMC 2.005.010  
City Council Rules of Procedure Rule 9

## 4.0 DEFINITIONS

None

## 5.0 POLICY

5.1 It is the policy of the City Council to utilize standing committee meetings to facilitate Council business and to become fully informed on City administration activities of interest to the Council.



## 6.0 PROCEDURE

- 6.1 The City Council has established five (5) standing committees. Those committees and their meeting times and locations are as follows:
- a. Planning and Economic Development Committee – meets third Monday of the month at 10:30 a.m. in the City Council Briefing Center.
  - b. Public Works Committee – meets second and fourth Monday of the month at 1:30 p.m. in the City Council Briefing Center.
  - c. Finance Committee – meets first Monday of the month at 1:30 p.m. in the City Council Briefing Center.
  - d. Public Safety Committee – meets third Monday of the month at 1:30 p.m. in the City Council Briefing Center.
  - e. Community, Health & Environment Committee – meets first Monday of the month at 10:30 a.m. in the City Council Briefing Center.
- 6.2 Standing committee meetings are intended to provide members of the City Council and City staff an opportunity to review and discuss in detail issues or topics that are of interest to the City administration and the City Council and to facilitate the efficient conduct of Council business.
- 6.3 No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee.
- 6.4 Staffing.
- 6.4.1 The Senior Executive Assistant to the City Council President will be in charge of coordination and execution of meeting notices with approval from the standing committee chairs and their staff.
  - 6.4.2 The divisions or departments routinely reporting to a respective standing committee shall provide staff to assist the chairperson of the standing committee by taking minutes and distributing material.
  - 6.4.3 Agendas for standing committee meetings shall be set by the chairperson of the standing committee with input from Council staff and the appropriate department or division head. Agendas for

standing committee meetings shall be approved by the chairperson of the standing committee prior to publication or distribution.

## 6.5 Minutes / Briefing Papers

6.5.1 Minutes shall be taken using the attached template (Attachment No. 1). Original approved and signed standing committee meeting minutes shall be filed with the City Clerk's Office and online. Minutes of standing committee meetings shall be retained pursuant to the applicable retentions schedule.

6.5.2 Staff for the Council Member or department or division which is bringing forward the topic or item under consideration by the standing committee shall prepare a briefing paper on each topic being submitted to the standing committee, which shall be formatted using the attached template (Attachment No. 2).

## 7.0 RESPONSIBILITIES

The Council President, with the assistance of City administration, shall administer this policy.

## 8.0 APPENDICES

Attachment No. 1 – Minutes Template

Attachment No. 2 – Briefing Paper Template

APPROVED BY:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Committee Name**  
**Date**

---

**Attendance**

Include names of individuals in attendance.

**Approval of Minutes:**

Approval of minutes should be obtained.

**Agenda Items:**

List agenda items as presented to the Committee (or as outlined in the meeting notice). Please give a brief description of action taken on each item. Include within the agenda items the following:

- **Action Taken:**
- Committee action on agenda items such as deferral, tabled, approval to forward to City Council or other standing committees.

**Adjournment**

What time the meeting adjourned

Prepared by:

Approved by:

---

Chair

For further information contact:

## ATTACHMENT 2

### BRIEFING PAPER City of Spokane Department/Committee Date

---

#### **Subject**

Include a brief description of the subject and, of appropriate, the person or agency interested in the matter.

#### **Background**

Provide background on the subject with a short history, what is involved, how it relates to the City, and any existing policy that provides guidance on the subject.

#### **Impact**

Convey the impact(s) of the issue as it relates to the city, county, region, community or other specific group(s) and what it may mean to other city programs or functions.

#### **Action**

What action is required or expected? What is the timeline?

#### **Funding**

Provide all funding sources, i.e. federal, state and local dollars. The individual amounts associated with each source and the funding sources respective compliance requirements. As an example: federal funds require compliance with A-133 guidelines, The Catalogue of Federal Domestic Assistance Number (CFDA) and the applicable compliance supplement. Additionally, please stipulate any and all matching requirements.

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

05/08/2017

<u>Date Rec'd</u>	5/4/2017
<u>Clerk's File #</u>	RES 2017-0038
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 RESOLUTION AUTHORIZING AND APPROVING FAA FORM 5100

**Agenda Wording**

Joint Spokane County and City of Spokane resolution authorizing and approving FAA Form 5100

**Summary (Background)**

This resolution authorizes and approves FAA Form 5100 and delegates to the Spokane Airport CEO the authority to execute such FAA Form 5100 and do all things necessary to effectuate and finalize the transfer contemplated under such FAA Form 5100.

**Fiscal Impact**

Select \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals****Dept Head**

MCDANIEL, ADAM

**Division Director****Finance**

ORLOB, KIMBERLY

**Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing****Council Notifications****Study Session****Other****Distribution List**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF APPROVING FAA	)	
FORM 5100 AND DELEGATING	)	
CERTAIN MATTERS TO SPOKANE	)	
AIRPORT CEO IN CONNECTION WITH	)	JOINT RESOLUTION
THE TRANSFER OF CERTAIN AIRPORT	)	
IMPROVEMENT PROGRAM FUNDS	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County, Washington (the “County”), by and through its Board of County Commissioners (the “Board”) and the City of Spokane, Washington (the “City”), by and through its City Council (the “Council”), entered into an agreement dated August 28, 1990 (the “Agreement”) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Business Park (collectively, the “Spokane Airport”); and

WHEREAS, the Federal Aviation Administration (“FAA”) administers the Airport Improvement Program (“AIP”) pursuant to chapter 471 of title 49, United States Code, which provides grants to public agencies like Spokane International Airport for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems; and

WHEREAS, the County and City, together, are “sponsors” of Spokane International Airport, as such term is defined and used pursuant to chapter 471 of title 49, United States Code, for and on behalf of Spokane International Airport in connection with the AIP; and

WHEREAS, pursuant to chapter 471 of title 49, United States Code, the County and City, as sponsors of Spokane Airport, may apply for, accept, receive, use, administer, manage, transfer, and/or decline funds made available to the Spokane International Airport for eligible AIP projects under chapter 471 of title 49, United States Code; and

WHEREAS, as sponsors of Spokane International Airport, the City and County have historically taken certain administrative actions with regards to funds made available to Spokane International Airport for eligible AIP projects under chapter 471 of title 49, United States Code, including but not limited to formally approving the application for and acceptance and receipt of such funds, as well as approving the written assurances attendant to such funds concerning current and future Spokane Airport operations pursuant to 49 U.S.C. § 47107; and

WHEREAS, in 2016 the FAA transferred \$2,000,000 in funding for AIP-eligible projects to Spokane International Airport from King County International Airport, also known as Boeing Field (“Boeing Field”), based on the understanding that Boeing Field would receive \$2,000,000 in funding from Spokane International Airport’s 2017 allocation; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the City and County accepted, on behalf of Spokane International Airport, the \$2,000,000 in funding from the FAA for AIP-eligible projects, and Spokane International Airport received such funds and applied the same to an AIP-eligible project at Spokane International Airport known as the South Pilot Ramp Rehabilitation Project; and

WHEREAS, the FAA has requested the City and County, as sponsors of Spokane Airport, authorize and approve FAA Form 5100, a copy of which is attached to this Resolution as Attachment "A" and incorporated herein by this reference, to memorialize such transfer of funding for AIP-eligible projects at Boeing Field; and

WHEREAS, the Board and Council find it is in the best interest of Spokane International Airport to authorize and approve FAA Form 5100, and delegate to the Spokane Airport CEO the authority to execute such FAA Form 5100 and do all things necessary to effectuate and finalize the transfer contemplated under such FAA Form 5100.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane, Washington, as follows:

1. The Board and the Council, as sponsors of Spokane Airport, hereby each respectively authorize and approve FAA Form 5100, a copy of which is attached to this Resolution as Attachment "A" and incorporated herein by this reference.

2. The Board and the Council, as sponsors of Spokane Airport, hereby each hereby delegate to the Spokane Airport CEO the authority to execute such FAA Form 5100 and do all things necessary to effectuate and finalize the transfer contemplated under such FAA Form 5100.

ADOPTED by the City Council of the City of Spokane, Washington this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commissioner Al French, Chair

ATTEST:

\_\_\_\_\_  
Commissioner Josh Kerns, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
Commissioner Shelly O'Quinn



## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2).

Name of Transferring Sponsor: Boeing Field/King County International Airport <sup>King County - KL (BFI)</sup>  
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Boeing Field/King County International (BFI)

for each fiscal year listed below:

KL

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger R	2013	\$1,000,000
Cargo R	2013	\$410,061
Passenger	2016	\$291,700
Cargo	2016	\$298,239
Total		\$2,000,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: Spokane International (GEG)

Name of Receiving Airport's Sponsor: Spokane International Airport (GEG)

<sup>City of Spokane/Spokane County - KL</sup>  
a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of December 31, 2016 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: Jocelle Briggs

Name: Jocelle Briggs

Title: Manager, Seattle ADO

Date: 7/14/16

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 30<sup>th</sup> day of June, 2016.

Name of Sponsor: Boeing Field/King County International Airport

Name of Sponsor's Authorized Official: Randall Berg, AAAE

Title of Sponsor's Authorized Official: Airport Division Director

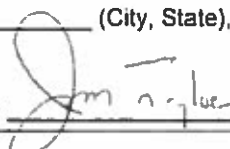
Signature of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, Jim Taylor, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Washington. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Seattle, WA (City, State), this 7<sup>th</sup> day of July, 2016.

Signature of Sponsor's Attorney: \_\_\_\_\_



## **Request for FAA Approval of Agreement for Transfer of Entitlements**

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsors: City of Spokane & Spokane County  
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Spokane International Airport (GEG)

for each fiscal year listed below:

<b>Entitlement Type (Passenger, Cargo or Nonprimary)</b>	<b>Fiscal Year</b>	<b>Amount</b>
Primary	2016	\$1,504,030
Primary Non Hub	2016	\$ 291,700
Primary	2017	\$ 204,270
		\$
<b>Total</b>		<b>\$2,000,000</b>

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: King County International Airport,  
Boeing Field (BFI)

Name of Receiving Airport's Sponsor: King County

a public use airport in the same state or geographical areas as the transferring airport for eligible projects  
under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2017 (date) or when the availability of  
apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of January, 2017.

Name of Sponsor: City of Spokane

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Washington. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Spokane, WA (City, State), this \_\_\_\_\_ day of January, 2017.

Signature of Sponsor's Attorney: \_\_\_\_\_

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of January, 2016.

Name of Sponsor: Spokane County

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Washington. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Spokane, WA (City, State), this \_\_\_\_\_ day of January, 2017.

Signature of Sponsor's Attorney: \_\_\_\_\_

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

05/08/2017

Date Rec'd

4/20/2017

Clerk's File #

ORD C35496

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 POLICE OMBUDSMAN RESIDENCY REQUIREMENT ORDINANCE

Agenda Wording

An ordinance relating to the Office of the Police Ombudsman; amending section 04.32.060 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the requirement that the Ombudsman live in the city of Spokane to read that the ombudsman be a resident of Spokane County or become a resident of ((the City))Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Safety

Finance

DOVAL, MATTHEW

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

**ORDINANCE NO. C35496**

An ordinance relating to the Office of the Police Ombudsman; amending section 04.32.060 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

Section 1. That section 04.32.010 of the Spokane Municipal Code is amended to read as follows:

**Section 04.32.060 Qualifications**

The minimum qualifications for the position of police ombudsman are:

- A. legal, investigative, or prosecutorial experience within the five years prior to appointment;
- B. recent or current familiarity with police procedures within the five years prior to appointment;
- C. demonstrated ability to review investigations to ensure they are thorough and unbiased;
- D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;
- E. demonstrated ability to work with confidential information;
- F. a record of community involvement;
- G. an ability to build working relationships with and communicate effectively with diverse groups; ~~((and))~~
- H. established reputation for even-handedness in dealing with both complainants and the regulated parties~~((:-))~~ and
- I. be a resident of Spokane County or become a resident of ((the City))Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

*April 6, 2017*

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Mayor

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Date

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Effective Date



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

05/08/2017

<u>Date Rec'd</u>	4/24/2017
<u>Clerk's File #</u>	ORD C35497
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 625-6261
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - PROHIBITING DISCLOSURE OF INIMATE IMAGES

**Agenda Wording**

This ordinance incorporates RCW 9A.86.010 into the SMC, which allows the police department to charge a person who distributes intimate images of another person without consent, and to allow the case to prosecuted in Spokane Municipal Court.

**Summary (Background)**

This ordinance prohibits the public disclosure of intimate images without the consent of the subject of the image, also known as "revenge porn." This is becoming more common as ex-partners post these images with the intention to shame or embarrass the individual in the image. This alarming action is becoming a frequent tactic used in domestic violence. Hackers also traffic in intimate images as a means of extortion. Once posted online, these images live forever.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN
<b><u>Division Director</u></b>	<b><u>Study Session</u></b>
<b><u>Finance</u></b>	<b><u>Other</u></b> Public Safety, 4-17-2017
<b><u>Legal</u></b>	<b><u>Distribution List</u></b>
<b><u>For the Mayor</u></b>	mmuramatsu@spokanecity.org
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

## **ORDINANCE NO. C35497**

An ordinance relating to disclosing intimate images; enacting a new section 10.06.044 of the Spokane Municipal Code.

**NOW, THEREFORE**, the City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.044 of the Spokane Municipal Code to read as follows:

### **Section 10.06.044 Disclosing Intimate Images**

- A. A person commits the crime of disclosing intimate images when the person knowingly discloses an intimate image of another person and the person disclosing the image:
  - 1. Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private;
  - 2. Knows or should have known that the depicted person has not consented to the disclosure; and
  - 3. Knows or reasonably should know that disclosure would cause harm to the depicted person.
- B. A person who is under the age of eighteen is not guilty of the crime of disclosing intimate images unless the person:
  - 1. Intentionally and maliciously disclosed an intimate image of another person;
  - 2. Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private; and
  - 3. Knows or should have known that the depicted person has not consented to the disclosure.
- C. This section does not apply to:
  - 1. Images involving voluntary exposure in public or commercial settings; or
  - 2. Disclosures made in the public interest including, but not limited to, the reporting of unlawful conduct, or the lawful and common practices of law enforcement, criminal reporting, legal proceedings, or medical treatment.
- D. This section does not impose liability upon the following entities solely as a result of content provided by another person:
  - 1. An interactive computer service, as defined in 47 U.S.C. 230(f)(2);
  - 2. A mobile telecommunications service provider, as defined in RCW 82.04.065; or
  - 3. A telecommunications network or broadband provider.

E. It shall be an affirmative defense to a violation of this section that the defendant is a family member of a minor and did not intend any harm or harassment in disclosing the images of the minor to other family or friends of the defendant. This affirmative defense shall not apply to matters defined under RCW 9.68A.011.

F. For purposes of this section:

1. "Disclosing" includes transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer;
2. "Intimate image" means any photograph, motion picture film, videotape, digital image, or any other recording or transmission of another person who is identifiable from the image itself or from information displayed with or otherwise connected to the image, and that was taken in a private setting, is not a matter of public concern, and depicts:
  - a. Sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation; or
  - b. A person's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or post-pubescent female nipple.

G. The crime of disclosing intimate images:

1. Is a gross misdemeanor on the first offense; or
2. Is a class C felony if the defendant has one or more prior convictions for disclosing intimate images.
3. Nothing in this section is construed to:
4. Alter or negate any rights, obligations, or immunities of an interactive service provider under 47 U.S.C. 230; or
5. Limit or preclude a plaintiff from securing or recovering any other available remedy.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

05/08/2017

Date Rec'd

4/19/2017

Clerk's File #

OPR 2017-0317

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 509-625-6261

Project #Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

PLAN COMMISSION WORK PLAN INITIATIVES

Agenda Wording

Establishing the priority of planning and development projects for 2017.

Summary (Background)

The City Council has examined the planning and development projects for 2017 and ranked all of the items by importance of quickness for completion.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

4/13/17

Finance

DOVAL, MATTHEW

Distribution ListLegal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

**2017 Planning Initiatives/ Plan Commission Work Program Items**

<b>Planning &amp; Development Projects - 2017</b>	<b>Mandate</b>	<b>Sponsor</b>	<b>Project Start</b>	<b>Plan Commission Anticipated Completion</b>	<b>Project Anticipated Completion</b>	<b>Strategic Plan Alignment</b>	<b>NOTES</b>
Comprehensive Plan Update - LINK, Shaping, Chapter Update, Etc	Yes	Existing Commitment	In Progress	Spring 2017	Spring 2017		Plan Commission completion 4/12/17
Comp Plan Update - Mandated Code Amendments	Yes	Existing Commitment	In Progress	Spring 2017	Spring 2017		
6 Year Transportation Program Update	Yes	Annual Requirement	In Progress	Spring 2017	Spring 2017	Spokane Mobility Advantage	Completed by June 30th 2017
Citywide Capital Improvement Program Update	Yes	Annual Requirement	<b>In Progress</b>	Spring 2017	Spring 2017		
Neighborhood Planning 2016 - Chief Garry		Existing Commitment	In Progress	Spring 2017	Summer 2017		
The Yard Area Plan		Existing Commitment	In Progress	Spring 2017	Summer 2017	Smart Use of Public Lands & Resources to Grow Jobs	
Transition <del>Zone</del> design-requirements & buffering - reduce conflict between residential and commercial		Mumm	In Progress	Summer 2017	Fall 2017	Improving & Expanding Neighborhood Business Centers	Transition Buffer Requirements Part of Phase 1 Infill Code Revisions
Integrated Strategic Plan		Mayor & Council	In Progress	Spring 2017	Summer 2017		
Downtown Plan Update		Council	Scoping in Progress		2018	Strengthen Downtown Live Work Shop & Play	Scoping, contract 2017, Complete 2018
Impact Fee Update			In Progress		Late 2017	Spokane Mobility Advantage	Streets is lead/ PCTS to recommend
MFTE Plan Update		Council	In Progress	Fall 2017	Late 2017	City Housing Options	
Street Standards Code Update			In Progress	Summer 2017	Fall 2017	Spokane Mobility Advantage	Follow up to LINK, Streets and Capital Programs
Infill Code Revisions -Phase 1		Council	In Progress	Summer 2017	Fall 2017	Redefining Sustainability	
Code Revisions to Comp Plan & Private Code Amendment Process		Council	In Progress	Spring 2017	Summer 2017		Must be Completed by September
Design Review Process Update		Staff	In Progress	Summer 2017	Fall 2017		
Urban Farming Code Updates		Stuckart	In Progress		Fall 2017	Redefining Sustainability	Part of Code Cleanup?
Parklet Code		Kineear	InProgress			Strengthen Downtown Live Work Shop & Play	ONS is lead/ Ridpath
Legacy Neighborhood Commercial Structures-Code Amendment		Stuckart	In Progress	Summer 2017	Fall 2017	Redefining Sustainability	
Height Limits Along Spokane Falls Blvd		Stuckart	Spring 2017		2017	Strengthen Downtown Live Work Shop & Play	Plan Commission Subcommittee to review policy, code, and design standards
Maple/Ash Gateway Plan		Mayor	Spring 2017		2017	Citywide Safe & Clean	
Demolition Ordinance		Kinnear	Spring 2017		2017		Council Initiative Underway
Bike Standards Code Update		BAB	Summer 2017		2017	Amenities Supporting and Active Life Style	BAB Initiative - 2017
Neighborhood Planning 2017 - TBD		Existing Commitment	Summer 2017		2018		Minnehaha suggested- EWU Contract?

**2017 Planning Initiatives/ Plan Commission Work Program Items**

<b>Planning &amp; Development Projects - 2017</b>	<b>Mandate</b>	<b>Sponsor</b>	<b>Project Sart</b>	<b>Plan Commission Anticipated Completion</b>	<b>Project Anticipated Completion</b>	<b>Strategic Plan Alignment</b>	<b>NOTES</b>
Neighborhood Planning 2017 - TBD		Existing Commitment	Summer 2017		2018		Audobon/Northwest?
CCL Overlay Comp Plan Amendment (policy )		Staff	Fall 2017		2018	Spokane Mobility Advantage	
Sub Area Planning ( <b>Centers and Corridors focus</b> )		Mumm	Fall 2017		2018	Improving & Expanding Neighborhood Business Centers	Charter & Scope 2017-need budget in 2018
North Bank Redevelopment Plan		Mumm	Scoping 2017		2018	Strengthen Downtown Live Work Shop & Play	Scope in 2017- Integrate into Downtown Plan Update or as follow up Subarea Plan
Infill Code Revisions -Phase 2		Council	Fall 2017		2018	Redefining Sustainability	Begin in 2017
Code Maintenance/Cleanup 2017		Staff	Fall 2017		Late 2017		
Form-Based Code - Design standards in Hamilton area - CA4 zone		Waldref	Fall 2017		Late 2017	Improving & Expanding Neighborhood Business Centers	
2018 Comprehensive Plan Amendment Docket	Yes		Fall 2017		2018		
South University District Sub Area Planning			2018		2018	Improving & Expanding Neighborhood Business Centers	2018
Joint Planning with County- Annexation policies/joint planning areas		Mumm	2018		2018	Strategic Collaboration with Regional Partners	Scoping w/County in 2017?
Trail Planning		Kinnear	2018		2018	River/Trail Access & Connectivity	Begin with Shoreline Access Plan in 2018
Sign Code			2018		2018		Code Audit Underway 2017
Monroe Corridor Redevelopment Plan and Street Design (2.0 planning - land use)		Mumm/Stratton			2019	Improving & Expanding Neighborhood Business Centers	Landuse Deferred Until Construction Complete
Adult Oriented Business (Baristas)		Mumm				Citywide Clean & Safe	Secondary Effects?
Land Quantity Analysis Update	Yes					Strategic Collaboration with Regional Partners	Timing?
Naming - Ft George Wright, Post St. Bridge, University Bridge		Stuckart					To what?